

AGENDA

GLOUCESTER TOWNSHIP COUNCIL MEETING

NOVEMBER 14, 2011

PLEDGE ALLEGIANCE TO THE FLAG

INVOCATION: Pastor Sandra Murphy of the Blackwood United Methodist Church

COMMENCEMENT STATEMENT: Mr. Bianchini

ROLL CALL:

Mrs. Evans	Mr. Carlamere, Solicitor
Mr. Hutchison	
Mr. Garbowski	Mr. Cardis, Business Administrator
Mr. Schmidt	Mrs. DiJosie, Township Clerk, RMC
Mrs. Gentek	Mayor Mayer
Mr. Mercado	
Mr. Bianchini	Mr. Moffa, Public Works
	Mr. Lechner, Community Development
	Chief Earle, Police

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

ORDINANCES: REMOVE FROM TABLE

O-11-21 BOND ORDINANCE AUTHORIZING THE ACQUISITION F FOUR WHEEL DRIVE VEHICLES FOR THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, NEW JERSEY; APPROPRIATING THE SUM OF \$545,500 THEREFORE; AUTHORIZING THE ISSUANCE OF GENERAL TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$518,225; MAKING CERTAIN DETERMINATION AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

ORDINANCES: FIRST READING

O-11-22 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, NEW JERSEY, CANCELING CERTAIN FUNDED APPROPRIATION BALANCES HERETOFORE PROVIDED FOR VARIOUS CAPITAL PROJECTS AND RE-APPROPRIATING SUCH FUNDED APPROPRIATION BALANCES FOR OTHER CAPITAL PROJECTS

RESOLUTIONS:

CONSENT AGENDA

- R-11:11-308 RESOLUTION TO ALLOW DISABLED VETERAN EXEMPTIONS FOR TAX YEAR 2011 AND TO AUTHORIZE THE TAX COLLECTOR TO CANCEL TAXES AND REFUND ANY OVERPAYMENTS
- R-11:11-309 RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 – FINAL FOR BROOKLYN COURT DEVELOPMENT IN THE TOWNSHIP OF GLOUCESTER
- R-11:11-310 RESOLUTION AUTHORIZING THE SOLICITING OF RFQ'S VIA THE GLOUCESTER TOWNSHIP WEBSITE FOR VARIOUS PROFESSIONAL SERVICES

- R-11:11-311 RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT DEPOSITS
- R-11:11-312 RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT
- R-11:11-313 RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF SODIUM CHLORIDE AND DE-ICING LIQUID FOR 2ND YEAR OPTION BY INTERNATIONAL SALT COMPANY PURSUANT TO CAMDEN COUNTY COOPERATIVE PRICING SYSTEM #57-CCCPS
- R-11:11-314 RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF RECREATION
- R-11:11-315 RESOLUTION REJECTING BIDS FOR SOLAR POWER PURCHASE AGREEMENT AND AUTHORIZING THE RE-ADVERTISEMENT OF BIDS
- R-11:11-316 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND THE COUNTY OF CAMDEN FOR THE PROVISIONS OF MARKETING SERVICES FOR RECYCLABLES
- R-11:11-317 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE SIGNING OF A SHARED SERVICE AGREEMENT WITH THE BLACK HORSE PIKE REGIONAL SCHOOL BOARD IMPLEMENTING AN ENERGY SAVINGS IMPROVEMENT PROGRAM
- R-11:11-318 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ADOPTION OF AN ENERGY SAVINGS IMPROVEMENT PROGRAM
- R-11:11-319 RESOLUTION AUTHORIZING THE SOLICITING OF RFP'S/RFQ'S VIA THE GLOUCESTER TOWNSHIP WEBSITE FOR BANKING SERVICES

MAYOR'S REPORT:

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

ADJOURNMENT

BOND ORDINANCE AUTHORIZING THE ACQUISITION OF FOUR WHEEL DRIVE VEHICLES FOR THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, NEW JERSEY; APPROPRIATING THE SUM OF \$545,500 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$518,225; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the Township of Gloucester, County of Camden, New Jersey ("Township").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the Township from all sources for the purposes stated in Section 7 hereof is \$545,500;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$518,225;
- (c) a down payment in the amount of \$27,275 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11; and

Section 3. The sum of \$518,225, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$27,275, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the Township in an amount not to exceed \$518,225 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the Township in an amount not to exceed \$518,225 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance, which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$100,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of available grants for each said purpose; the maximum amount

obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Acquisition of Four Wheel Drive Vehicles for the Township Police Department, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly set forth in the information on file with the Township Administrator.	\$545,500	\$27,275	\$518,225	5 years

Section 8. Monies received from any governmental entity, if any, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of improvements described in Section 7 above.

Section 9. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the Township, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$518,225 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. The full faith and credit of the Township are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the Township shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 11. The applicable Capital Budget of the Township is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 12. The Township hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the Township prior to the issuance of such bonds or bond anticipation notes.

Section 13. The Township hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 14. The improvements authorized hereby are not current expenses and are improvements that the Township may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 15. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Introduced: October 12, 2011

Adopted:

ATTEST:

PRESIDENT OF COUNCIL

TOWNSHIP CLERK

MAYOR

O-11-22

ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, NEW JERSEY, CANCELING CERTAIN FUNDED APPROPRIATION BALANCES HERETOFORE PROVIDED FOR VARIOUS CAPITAL PROJECTS AND RE-APPROPRIATING SUCH FUNDED APPROPRIATION BALANCES FOR OTHER CAPITAL PROJECTS

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, New Jersey (not less than two thirds of all of the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The following appropriation remaining as a balance in the following Bond Ordinance ("Ordinance") heretofore adopted by the Township of Gloucester, County of Camden, New Jersey, ("Township"), is hereby canceled:

<u>Ordinance</u>	<u>Amount of Funded Appropriation to be Canceled</u>	<u>Amount of Unfunded Appropriation to be Canceled</u>
A. 2011-03, Section 7 B	\$200,000	\$0

Section 2. The sum of \$200,000 which represents the unfunded appropriation canceled in Section 1 hereof, is hereby re-appropriated from the Ordinance for: (i) the repairs, improvements and maintenance of drainage system to 518 Carol Ave. in the amount of \$200,000.

Section 3. The period of usefulness of the purpose referred to in Section 2 within the limitations of the Local Bond Law and according to the reasonable life thereof, is not less than five (5) years.

Section 4. The Capital Budget is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Township Clerk and available for inspection.

Section 5. The improvements authorized hereby are not current expenses and are general improvements that the Township may lawfully make. No part of the cost of the improvement was authorized hereby has been or shall be specially assessed on any property specially benefitted thereby.

Section 6. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency; and

Section 7. This ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Introduced: November 14, 2011

Adopted:

ATTEST:

Township Clerk

President of Council

Mayor

R-11:11-308

RESOLUTION TO ALLOW DISABLED VETERAN EXEMPTIONS FOR TAX YEAR 2011 AND TO AUTHORIZE THE TAX COLLECTOR TO CANCEL TAXES AND REFUND ANY OVERPAYMENTS

WHEREAS, the following names are owners and residents of property in the Township of Gloucester, and

WHEREAS, they have made proper application for Total and Permanent Service-Connected Disability tax exempt status on their property designated with the block and lots listed below and,

WHEREAS, they have submitted proper evidence of Total and Permanent Disability rating from the U.S. Veterans Administration in accordance with State Regulations.

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the Tax Collector is authorized to grant said exemption, cancel property taxes for 2011 and preliminary 2012 billing and refund any resulting credit balances.

Block	Lot	Name	Comment	Amount to be Credited
14201	36	Dennis Smith	Add Disabled Veteran Tax Exemption Second Half 2011 Also First Half 2012	\$1,433.25 — \$1,526.93
15701	39	Gary Miller	Add Disabled Veteran Tax Exemption Fourth Quarter 2011 Also First Half 2012	\$1,296.23 — \$2,541.90
17301	2	David Lex	Add Disabled Veteran Tax Exemption Fourth Quarter 2011 Also First Half 2012	\$2,321.75 — \$4,185.03

ADOPTED: November 14, 2011

President of Council

Township Clerk

R-11:11-309

RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 – FINAL FOR BROOKLYN COURT DEVELOPMENT IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, it was necessary to make changes in the scope of work to be done in completing the site improvements at Brooklyn Court Development in the Township of Gloucester,

WHEREAS, Change Order No. 2 - 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. 2 - Final is hereby authorized and approval is hereby granted to revise the contract cost from \$79,608.90 to \$88,788.90.

Adopted: November 14, 2011

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R REMINGTON & VERNICK ENGINEERS
V CHANGE ORDER #2 FINAL

CONTRACTOR:
 DiMeglio Construction Co., Inc.
 594 White Horse Pike
 Atco, NJ 08004
 (856) 767-1351

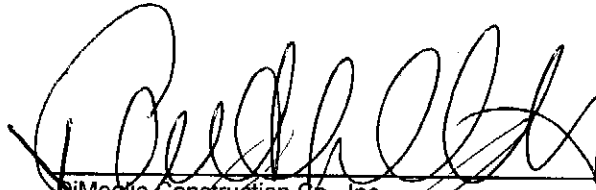
10/17/11

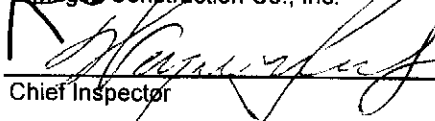
NAME OF PROJECT:
 COMPLETION OF SITE IMPROVEMENTS @ BROOKLYN COURT DEVELOPMENT
PROJECT NUMBER:
 0415T634
CLIENT:
 TOWNSHIP OF GLOUCESTER
REASON FOR CHANGE: FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
3E	CONCRETE SIDEWALK, 4" THICK	3	SY	\$60.00	\$180.00
11E	GRADE, TOPSOIL & SEED ALONG SWALE	407	SY	\$4.00	\$1,628.00
					<u>\$1,808.00</u>
REDUCTIONS					
					<u>\$0.00</u>
					<u>\$0.00</u>
SUPPLEMENTALS					
S3	REMOVE EXISTING TREES	8	UN	\$75.00	\$600.00
					<u>\$600.00</u>
	ORIGINAL CONTRACT AMOUNT				<u>\$79,608.90</u>
	AMENDED CONTRACT AMOUNT				<u>\$86,380.90</u>
	+ SUPPLEMENTAL				<u>\$600.00</u>
	+ EXTRA				<u>\$1,808.00</u>
	- REDUCTION				<u>\$0.00</u>
	ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 2 FINAL				<u>\$88,788.90</u>

12% increase

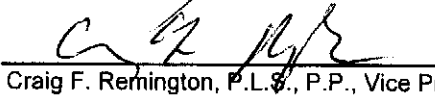
ACCEPTED BY:

 10/18/11
Miglio Construction Co., Inc. Date

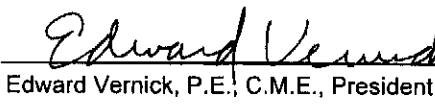
 10/19/11
Chief Inspector Date

Department Manager Date

 10/18/11
Municipal Engineer Date

 10/19/11
Craig F. Remington, P.L.S., P.P., Vice President Date

RECOMMENDED BY:

 10/19/11
Edward Vernick, P.E., C.M.E., President Date

APPROVED BY:

Township of Gloucester Date

R-11:11-310

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

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

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

Energy Consultant
Solicitor - Zoning Board
Engineer- Zoning Board
Engineer - Streets
Labor Counsel
Bond Counsel
Auditor
Engineer – General

Economic Development Consultant
Computer and Computer Network Consultant
Media Consultant
Engineer of Sidewalks
Engineer of Recreation
Municipal Finance Advisor
Redevelopment Engineer
Special Counsel – Workmen's Comp. Insurance
Plan

Engineer - Storm Drainage
Redevelopment Planner/Architect
Public Defender
Municipal Court Chief Prosecutor/Municipal Prosecutor

Adopted: November 14, 2011

ATTEST:

COUNCIL PRESIDENT

TOWNSHIP CLERK

R-11:11-311

**RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT
DEPOSITS**

BE IT RESOLVED by the Township Council of the Township of Gloucester that the following encroachment deposits be and are hereby authorized to be refunded:

U.S. VISION
1 HARMON DR.
BLACKWOOD, NJ 08012

APPLICATION: #178170

PERMIT: #8862

AMOUNT: \$100.00

ADOPTED: 11-14-11

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

TOWNSHIP OF GLOUCESTER

MEMORANDUM

TO: MAYOR & COUNCIL
NANCY POWER - TOWNSHIP CLERK'S OFFICE

FROM: PUBLIC WORKS
STREET INSPECTOR
DANIEL BARAN

DATE: 10-27-11

APP.# 178170 PERMIT# 8862

LOCATION OF ENCROACHMENT _____
HARMON DRIVE

APPLICANT (NAME) U.S. VISION

(ADDRESS) 1 HARMON DR

CLONDORA, N.J. 08029
PHONE (856) 228-1000

A FINAL INSPECTION OF THE STREET OPENING AT THE
ABOVE NOTED LOCATION HAS BEEN MADE, AND IS
SATISFACTORY AND APPROVED.

THE DEPOSIT MONEY IN THE AMOUNT OF \$ 100.
HAS BEEN APPROVED AND AT THIS TIME CAN BE
REFUNDED TO APPLICANT.

THANK YOU,

Daniel Baran

DANIEL BARAN - STREET INSPECTOR

R-11:11-312

**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:

#5301-101042M
125 Coles Road
Block 8302 Lot 7
Empire Investments
P.O. Box 1458
Laurel Springs, NJ 08021

Balance from unexpended escrow: \$271.98

Adopted: November 14, 2011

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R-11:11-313

RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF SODIUM CHLORIDE AND DE-ICING LIQUID FOR 2ND YEAR OPTION BY INTERNATIONAL SALT COMPANY PURSUANT TO CAMDEN COUNTY COOPERATIVE PRICING SYSTEM #57-CCCPS

WHEREAS, the County of Camden, as the Lead Agency for the Camden County Cooperative Pricing System, System Identifier #57-CCCPS (Cooperative), received and opened bids through its Division of Purchasing on October 15, 2010 for Bid B-19, Furnishing and Delivering Sodium Chloride, Pre-treated Liquid Enhanced Sodium Chloride and Corrosion Inhibited De-icing Liquid to various locations in Camden County, as needed, under the Camden County Cooperative Pricing System #57-CCCPS, the receipt of which bids were duly advertised in accordance with law; and

WHEREAS, said bid provided for a second year option renewal, said option to be exercised at the sole discretion of the County and whereas it is the desire of the Board of Chosen Freeholders to exercise the second year option of Bid-19 of 2010, at a rate of \$54.92 per ton for item No. 1 and \$72.42 per Ton for Item No. 2; and

WHEREAS, International Salt Co., LLC, was the lowest responsible bidder who complied with the specifications; and

WHEREAS, the Township of Gloucester has previously determined to participate with Camden County as the Lead Agency for the purchase and delivery of Sodium Chloride and Corrosion Inhibited De-icing Liquid.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the proper Township officials be and are hereby authorized to execute and deliver on behalf of the Township the Contract between the Township of Gloucester and International Salt Co., LLC for the purchase and delivery of Sodium Chloride, and Pre-treated Liquid Enhanced Sodium Chloride and Corrosion Inhibited De-icing Liquid.

A copy of said Contract is attached hereto and made a part hereof by reference and copies shall be maintained available for public inspection in the Office of the Township Clerk of the Township of Gloucester.

Adopted: November 14, 2011

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R-11:11-314

**RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT
OF RECREATION**

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

Kathy Crane	Refund for Gazebo Rental – rained out	\$30.00
Carolyn Gargano	Refund for Gazebo Rental – rained out	\$30.00

Adopted: November 14, 2011

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

Rosemary DiJosie

From: Diane M. Jones [recdept@glotwp.com]
Sent: Thursday, November 03, 2011 10:16 AM
To: Roe DiJosie
Subject: Refunds for Rec Dept

Kathy Crane Refund for Gazebo Rental-rained out \$30.00

Carolyn Gargano Refund for Gazebo Rental-rained out \$30.00

Thanks!
Diane M. Jones
Recreation Supervisor
Township of Gloucester
Recreation Department
PO Box 8
Blackwood, NJ 08012
856-435-5734
recdept@glotwp.com
www.glotwp.com

R-11:11-315

**RESOLUTION REJECTING BIDS FOR SOLAR POWER PURCHASE AGREEMENT
AND AUTHORIZING THE RE-ADVERTISEMENT OF BIDS**

WHEREAS, the Township Council of the Township of Gloucester has authorized and received bids for Solar Power Purchase Agreement, and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester, that all bids received for Solar Power Purchase Agreement be and are hereby rejected.

BE IT FURTHER RESOLVED that the proper officials be and is hereby authorized to re-advertise for bids for Solar Power Purchase Agreement.

Adopted: November 14, 2011

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

**R-11:11-316 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF GLOUCESTER AND THE COUNTY
OF CAMDEN FOR THE PROVISION OF MARKETING SERVICES FOR
RECYCLABLES**

WHEREAS, the County of Camden, (hereinafter "COUNTY"), has entered into an Agreement with FCR Camden, LLC d/b/a/ ReCommunity Recycling (hereinafter "OPERATOR") of Charlotte, North Carolina, to provide marketing services for recyclables for Camden County and its municipalities at their facility located at 2201 Mt. Ephraim Avenue, Camden, New Jersey, (hereinafter "FACILITY"); and

WHEREAS, the COUNTY and the Township of Gloucester ("hereinafter MUNICIPALITY") are desirous of entering into a Shared Services Agreement, whereby the MUNICIPALITY will benefit from the above-referenced recycling marketing services; and

WHEREAS, such Shared Services Agreement will provide for the processing and marketing of glass, metal, and certain plastic food and beverage containers, newspapers, old corrugated cardboard and mixed residential paper, and such other recycles as may be determined from time-to-time by the COUNTY which are generated by municipal programs; and

WHEREAS; this Agreement shall begin on January 1, 2012 and shall end on December 31, 2016; and

WHEREAS, in each month where the Average Commodity Revenue of Single Stream recyclables delivered by the MUNICIPALITY to the OPERATOR exceeds \$75.00 per ton, MUNICIPALITY shall receive a revenue share 55% and the COUNTY shall receive a portion of the remaining 45% that exceeds the \$75.00 per ton; and

WHEREAS, should the amount per ton be less than \$75.00 in any given month during the term of this Agreement, there shall be no cost to the MUNICIPALITY and the COUNTY shall bear all costs and fees from the delivery of recyclables delivered by the MUNICIPALITY to the OPERATOR for that month; and

WHEREAS, additional terms and conditions all be negotiated by the parties; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. ("Uniform Shared Services and Consolidation Act" permits two local units to enter into a contract for any services any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the COUNTY and the MUNICIPALITY agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester, that the proper officials be and are hereby authorized to execute a Shared Services Agreement with the County of Camden, 520 Market Street, Camden, New Jersey 08102, for the provision of marketing recyclables as described herein, at the revenue share and for the term described herein.

BE IT FURTHER RESOLVED, that there shall be no cost to the Township of Gloucester for the marketing and delivery of recyclables to the OPERATOR under the terms of the Shared Services Agreement with the County of Camden as authorized by adoption of this Resolution.

Adopted: November 14, 2011

President of Council

ATTEST:

Township Clerk

**AGREEMENT BETWEEN THE
COUNTY OF CAMDEN
AND
GLOUCESTER TOWNSHIP
REGARDING MARKETING OF RECYCLABLES**

This AGREEMENT made and entered into this _____ day of _____ 2011 by and between the County of Camden, (hereinafter "COUNTY"), a body politic and corporate, located at 520 Market Street, Camden, New Jersey, 08102 and the Township of Gloucester, (hereinafter "MUNICIPALITY"), a municipal corporation, located at P.O. Box 8, Blackwood, NJ 08012.

WHEREAS, County of County has entered into an agreement with FCR Camden, LLC d/b/a ReCommunity Recycling (hereinafter "OPERATOR") of Charlotte, North Carolina to provide marketing services for recyclables for Camden County municipalities at their facility located at 2201 Mt. Ephraim Avenue, Camden, New Jersey, 08104 (hereinafter "FACILITY"); and

WHEREAS, the COUNTY and MUNICIPALITY are desirous of entering into a Shared Services Agreement, whereby the MUNICIPALITY will benefit from the above-referenced recycling marketing services; and

WHEREAS, such Shared Services Agreement will provide for the processing and marketing of glass, metal, and certain plastic food and beverage containers, newspapers, old corrugated cardboard and mixed residential paper, and such other recyclables as may be determined from time-to-time by the COUNTY which are generated by municipal programs and,

WHEREAS, N.J.S.A. 40A:65-1 et seq (“Uniform Shared Services and Consolidation Act”) permits two local units to enter into a contract for any services which any party to the agreement is empowered to render within its jurisdiction; and

WHEREAS, the COUNTY and the MUNICIPALITY agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; now, therefore,

IN CONSIDERATION of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

1. DEFINITIONS

The following definitions shall apply where referenced in this agreement. For the purpose of this agreement all recyclables delivered to OPERATOR shall be understood to be those recyclables processed in accordance with a municipal curbside recyclable program. At the discretion of the COUNTY, the COUNTY may restrict recyclables covered under this agreement to only recyclables obtained from residential sources.

NEWSPAPER – All contents of newspapers, including glossy inserts contained in the Sunday editions generated by municipal recycling programs are acceptable. Newspapers can be put into a kraft grocery bag or delivered loose.

CORRUGATED CARDBOARD – All types and colors of unwaxed corrugated cardboard generated by municipal recycling programs are acceptable. Corrugated containers can be wrapped with string or delivered loose.

MIXED RESIDENTIAL PAPER – All newspaper and corrugated cardboard as

defined above, plus magazines, catalogs, brochures, envelopes, chipboard and paperboard containers, phone books, paper towel and toilet tissue rolls, junk mail, kraft bags, file folders, school papers, work books, textbooks (without hard covers), office paper (including fax paper), NCR paper, aseptic packaging, and non-metallic wrapping paper generated by municipal recycling programs.

GLASS CONTAINERS – Empty, unbroken clear, brown, and green glass food and beverage containers and loose metal jar lids generated by municipal recycling programs. NO drinking glasses, Pyrex, mirrors, window or auto glass, light bulbs, ceramics or broken glass. Rinse, leave labels on.

PLASTIC CONTAINERS – Empty juice, soda, water, milk and laundry detergent bottles, yogurt cups, margarine tubs, etc. with #1, #2, #4, #5 and #7 recycling symbols on them generated by municipal recycling programs. No flower pots, oil containers or 5 gallon pails. Rinse, leave labels on and discard caps.

METAL CONTAINERS – Empty aluminum, steel, tin and /bi-metal food and beverage containers including loose metal can lids generated by municipal recycling programs. NO scrap metal. Rinse and leave labels on.

DUAL-STREAM RECYCLABLES – The recyclable material described herein, segregated into Mixed Residential Paper and Commingled Container fractions and delivered in separate vehicles or compartmentalized vehicles.

SINGLE-STREAM RECYCLABLES – The recyclable materials described herein, being unsegregated and delivered in a single vehicle.

2. TERM

This Agreement shall begin on January 1, 2012 and shall end on December 31, 2016.

3. RELATIONSHIP BETWEEN THE PARTIES

With respect to all contracts for the processing and marketing of glass, metal and certain plastic food and beverage containers and newspaper, corrugated cardboard, mixed residential paper and such other recyclables as may be determined from time-to-time by the COUNTY, the COUNTY is authorized to act, but shall not be required to act with respect to doing all things which are necessary and proper in order to permit the successful operation of the recycling facility.

4. COST OF SERVICE

OPERATOR shall be entitled to receive, and the COUNTY shall pay, all fees resulting from the MUNICIPALITY'S delivery of residentially generated fiber and commingled glass, metal and plastic containers by, or on behalf of, Camden County municipal recycling programs. Said fees shall be adjusted on January 1st each year thereafter, in an amount equal to the average percent increase in the Consumer Price Index (CPI) over the previous calendar year.

5. REVENUE SHARING

The OPERATOR will submit monthly to the COUNTY, a commodity revenue summary which presents actual tons shipped to each commodity vendor, the average price per ton paid by each commodity vendor and total commodity revenue by commodity type. In transactions where brokerage fees are charged, the OPERATOR shall include within this monthly report the per ton brokerage fees for tonnage delivered to each commodity vendor.

Single-Stream Recyclables

In each month where the Average Commodity Revenue of Single Stream recyclables exceeds \$75.00 per ton, OPERATOR shall pay a revenue share to the MUNICIPALITY, pro rata, on the basis of single stream tonnage delivered, as between OPERATOR and each MUNICIPALITY delivering Single Stream recyclables. Said revenue share shall be allocated as follows:

55% of the balance in excess of \$75.00 per ton to the MUNICIPALITY, 45% to the OPERATOR and COUNTY based on the Tier One and Tier Two Revenue Share program as agreed to between OPERATOR and COUNTY.

Where the average commodity revenue derived by OPERATOR from the sale of all recyclables delivered to the facility each month is less than \$75.00 per ton, no revenue share shall be paid to the MUNICIPALITY and any fees due to OPERATOR shall be paid by the COUNTY as provided for in Section 4, COST OF SERVICE, as detailed herein.

6. COUNTY'S RESPONSIBILITIES

The COUNTY'S responsibilities shall be as follows:

A. Enter into an Agreement with OPERATOR for the receipt, storage, processing and transportation to market for all glass, metal, certain plastic food and beverage containers, and newspapers, corrugated cardboard and mixed residential paper as defined in section 1, and such other recyclables as may be determined from time-to-time by the COUNTY. Said FACILITY shall be made available for the receipt of recyclables, barring unforeseen circumstances, between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday with the exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day when the FACILITY shall be closed, and any other additional day in the discretion of the OPERATOR which shall precede or follow the above designated holidays. MUNICIPALITY shall receive notice of all such additional days by posting at the FACILITY not less than ten (10) business days in advance of the change.

B. Provide each MUNICIPALITY that delivers recyclables to the FACILITY with the certification and documentation necessary to allow the MUNICIPALITY to report to the New Jersey Office of Recycling under New Jersey's Mandatory Statewide Source Separation and Recycling Act.

7. MUNICIPALITY'S RESPONSIBILITIES

The MUNICIPALITY'S responsibilities shall be as follows:

A. Provide the equipment, personnel and funding necessary to collect and transport the recyclables to the FACILITY.

B. Deliver or arrange for the delivery of all recyclable materials as identified herein, and collected either dual stream or single stream by, or on behalf of, the Camden County municipal recycling programs to the FACILITY. All recyclables specified herein delivered to the FACILITY shall to the fullest extent possible be unbroken and/or free of all other solid waste.

C. Refrain from delivering those recyclable materials as identified herein which are collected by the MUNICIPALITY to any other markets during the term of this agreement.

D. Utilize all funds received as a result of revenue sharing as identified in Section 5 of this agreement for costs associated with the MUNICIPALITY'S Recycling Program including costs for public education.

8. COMPLIANCE WITH LOCAL PUBLIC CONTRACTS LAW

It is understood and agreed by both parties hereto that in the event private contractors perform or provide any services and/or materials in connection herewith, that both parties shall abide by the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

9. INSURANCE

The COUNTY shall require the OPERATOR to maintain General Property and Personal Injury Liability Coverage for the FACILITY.

MUNICIPALITY shall maintain General Property and Personal Injury Liability Coverage for all activities and operations in any way connected with the MUNICIPALITY'S use of the FACILITY. MUNICIPALITY shall hold harmless and indemnify the COUNTY for any damages arising from activities and operations relative to the MUNICIPALITY'S use of the FACILITY.

10. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendment for Modifications

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties herein.

C. Headings

This section and any other headings contained in this Agreement are for reference purposed only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

E. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there is no side or oral agreements relating to the undertaking set forth herein.

F. Funding

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in each year in which it is in effect.

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. Americans with Disabilities

The Americans with Disabilities Act provisions set forth in the document attached hereto are incorporated herein and made a part hereof.

I. Notice

All notices hereunder shall be in writing, mailed, postage paid, certified mail, return receipt requested to COUNTY by directing same to the Office of County Counsel, 14th Floor, Camden County Court House, Camden, New Jersey 08102, and to the Director, Division of Environmental Affairs, 520 North Newton Lake Drive, Collingswood, NJ 08107, and to the MUNICIPALITY at the address listed herein.

J. Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

K. Waiver

Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

L. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from the County.

SIGNATURE PAGE ATTACHED HERETO

(ReCOMM-SSA 2012-GloucTWP)

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face of the agreement.

ATTESTED BY:

COUNTY OF CAMDEN

CLERK OF THE BOARD

ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESSED BY:

MUNICIPALITY

Name _____

Name _____

Title _____

Title _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color,

national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

R-11:11-317

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE SIGNING OF A SHARED SERVICE AGREEMENT WITH THE BLACK HORSE PIKE REGIONAL SCHOOL BOARD IMPLEMENTING AN ENERGY SAVINGS IMPROVEMENT PROGRAM

WHEREAS. Pursuant to the requirements of ESIP, through the public bidding process, the Township Council of the Township of Gloucester had previously retained the services of Concord Engineering to conduct an energy savings audit (the "Township Audit") on behalf of the Township of Gloucester, and

WHEREAS. Concord Engineering is prequalified under the State Division of Property Management and Construction ("DPMC") to conduct the energy audits, and

WHEREAS. The Township Audit identified the current energy use of facilities of the Township of Gloucester and energy conservation measures that can be implemented to realize and maximize energy savings and energy efficiency, and

WHEREAS. Pursuant to the requirements of ESIP, through the public bidding process, the School Board of the Black Horse Pike Regional School District had also previously retained the services of Concord Engineering to conduct an energy savings audit on behalf of the Black Horse Pike Regional School District, and

WHEREAS. The School District Audit identified the current energy use of facilities of the Black Horse Pike Regional School District and energy conservation measures that can be implemented to realize and maximize energy savings and energy efficiency, and

WHEREAS. Through the public bidding process, the Township Council retained Concord Engineering to develop an Energy Savings Plan on behalf of the Township of Gloucester and the Black Horse Pike Regional School District (the "Energy Savings Plan"), which Energy Savings Plan details (1) the results of the Audits, (2) the energy conservation measures that will comprise the program, (3) an estimate of the greenhouse gas reductions resulting from those energy savings, (4) the design and compliance issues and who will provide such services, (5) an assessment of risks involved in

implementation of the Energy Savings Plan, (6) the eligibility for, and cost of revenues associated with the PJM Independent System Operator for demand response and curtailable service activities, (7) schedules showing calculations of all cost of implementing the proposed energy conservations measures and the projected energy savings, and (8) maintenance requirements necessary to ensure continued energy savings and how they will be provided, all as required under N.J.S.A. 40A:11-4.6, and

WHEREAS. The Township of Gloucester has retained the services of a qualified professional, on behalf of itself and on behalf of the Black Horse Pike Regional School District, verifying the projected energy savings to be realized from the Energy Savings Plan to be implemented pursuant to N.J.S.A. 40A:11-4.6(e), and

WHEREAS. The Township of Gloucester did, by separate resolution, adopt the recommended Energy Savings Plan, which has been submitted to the State of New Jersey Board of Public Utilities, and

WHEREAS. The School Board of the Black Horse Pike Regional School District (has adopted) the recommended Energy Savings Plan and will submit the same to the State of New Jersey Board of Public Utilities, and

WHEREAS. In furtherance of implementation of the Energy Savings Plan, the Township Council has determined that it is beneficial to all taxpayer of the Township of Gloucester to participate with the Black Horse Pike Regional Board of Education in the development, construction, maintenance and implementation of the recommendations under the Energy Savings Plan under a Shared Services Agreements, and

WHEREAS. Pursuant to the terms of ESIP, the Township Council desires to issue refunding bonds as general obligations, backed by the full faith and credit of the Township of Gloucester, to finance the Energy Savings Plan on behalf of itself and the Black Horse Pike Regional School District, and

WHEREAS. The Township Council desires to enter into a 15-year lease-purchase agreement with the Black Horse Pike Regional School District under which the Township

of Gloucester will finance the portion of the Energy Savings Plan relating to the Black Horse Pike Regional School District and the Black Horse Pike Regional School District will make lease payments to the Township of Gloucester in amounts sufficient to pay the portion of debt service on the general obligation refunding bond issue by the Township of Gloucester relating to the Energy Savings Plan on behalf Black Horse Pike Regional School District.

NOW THEREFORE, it is herein resolved by the Township Council of the Township of Gloucester

- (a) To enter into a Shared Services Agreement with the Black Horse Pike Regional School Board for the development, construction, maintenance and implementation of the recommended Energy Savings Plan; and
- (b) To issue general obligation refunding bonds of the Township of Gloucester, pursuant to the terms of a bond ordinance, to finance the Energy Savings Plan; and
- (c) To enter into a 15-year lease-purchase agreement with the Black Horse Pike Regional School District under which the Township of Gloucester will finance the portion of the Energy Savings plan applicable to the Black Horse Pike Regional School District and the Black Horse Pike Regional School District will make lease payments to the Township of Gloucester in amounts sufficient to pay that portion of debt service on the refunding bond issue applicable to the portion of the Energy Savings Plan relating to the Black Horse Pike Regional School District.

Adopted: November 14, 2011

ATTEST:

PRESIDENT OF COUNCIL

TOWNSHIP CLERK

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ADOPTION OF AN ENERGY SAVINGS IMPROVEMENT PROGRAM

WHEREAS. The Township Council of the Township of Gloucester, did previously authorize and conduct an energy savings audit, and

WHEREAS. The previously conducted energy savings audit developed and recommended a plan that focused on facilities of both the Township of Gloucester and the Black Horse Pike Regional School District, and

WHEREAS. The Township Council has determined that it is beneficial to all taxpayers of the Township of Gloucester to adopt the recommended energy savings improvement plan

NOW THEREFORE, it is herein Resolved that the prepared Energy Savings Improvement Plan be and is hereby adopted as the Energy Savings Improvement Plan for the Township of Gloucester.

BE IT FURTHER RESOLVED that a copy of the adopted plan has been submitted to the State of New Jersey Board of Public Utilities and shall be posted on the authorized website maintained by the Township of Gloucester pursuant to N.J.S.A. 40A:11-4.6(4).

Adopted: November 14, 2011

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R-11:11-319

RESOLUTION AUTHORIZING THE SOLICITING OF RFP'S/RFQ'S VIA THE GLOUCESTER TOWNSHIP WEBSITE FOR BANKING SERVICES

WHEREAS, the Township of Gloucester is in need of Banking Services, and

WHEREAS, the Township Council of the Township of Gloucester hereby authorized the Township Administrator, Thomas Cardis to go out for RFP'S/RFQ'S for Banking Services

Adopted: November 14, 2011

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK