

**Egg Harbor Township Committee Meeting  
Municipal Building, Bargaintown Road  
Egg Harbor Township NJ 08234  
Wednesday, August 20, 2014 – 5:00 p.m.  
Minutes**

Mayor McCullough called the meeting to Order at 5:00 p.m.

Deputy Township Clerk Perez read the Opening Statement Pursuant to the Open Public Meetings Act

Roll Call:	Joe Cafero	present
	John Carman, Jr.	present
	Paul Hodson	present
	Laura Pfrommer	present
	James J. McCullough	present

**Meeting with Township Engineer**

Engineer Robert Watkins reported as follows:

- English Creek and Dogwood Avenue Signalization. This is Contract 77. Four contractors picked up the bids. Two bids were received with South State Inc being the lowest bidder at \$480,212.82. This bid was only 2 percent above the engineer’s estimate. This contract is being split 50/50 with Atlantic County.
- Reconstruction of Ridge Avenue (Chapter 159). This is Contract 78. Four contractors picked up the bids. Four bids were received with Jerry & Son Excavating Inc being the lowest bidder at \$219,093.50. The Township has a \$190K grant from the State for this project.
- 2014 Road Improvement Program. This is Contract 79. Six contractors picked up the bids. Three bids were received with Landberg Construction LLC being the lowest bidder at \$1,159,723.67. This is a 120-day project and should be completed within four months.

**Old Business**

Renewable Jersey at Egg Harbor LLC (Clarion Hotel COAH Project). Administrator Miller reported that there are two resolutions on the agenda this evening. He explained to the Committee that the reason for the resolutions is so that the developer can return to their original number of units. This is just housekeeping for them to proceed with financing. Once these documents are provided to them, their closing is expected within 30 days.

**New Business (all items reported by Administrator Miller)**

- Bid Awards – Public Works’ Vehicles. The Township sought bids for two vehicles for the Department of Public Works. There are two resolutions to award the agreements for the vehicles listed on the Consent Calendar.
- 2006 Bond Refinancing. Administrator Miller will report on this item later in the public session of the meeting.
- Electronic Tax Sale. The State approved the Township’s request to participate in the program for Electronic Tax Sales. There are two resolutions on the agenda this evening to get started. Resolution 342 establishes the fee not to exceed \$25 for each notice for a particular property for the mailing of tax sale notices. Resolution 349 authorizes the execution of a contract with NJTaxlieninvestor.com for the pilot electronic tax sale program.
- Sale of Block 9001, Lot 54. Resolution 340 confirms the sale at auction of property known as Block 9001, Lot 45 for \$45,000.
- Emergency Appropriation – Municipal Alliance. The state is mandating that the municipal match to the Municipal Alliance Grant be appropriated. The match was not in the 2014 municipal but because the new amounts were not provided. There is a Chapter 159 resolution listed on the agenda for this purpose.
- Extension of Time for Fire Truck. Administrator Miller reported that the vendor has run into some minor difficulties in meeting the deadline for the truck and has asked for a 90-day extension to complete the truck. The Fire Chief and Farmington Fire Chief are excited about getting the truck and recommend approval of the requested 90-day extension.
- Replacement of Cedar Bridge (Atlantic County Bridge). Atlantic County is replacing Cedar Bridge. This bridge connects Egg Harbor Township to Linwood. They expect to enlarge the bridge which results in the County

requiring more land. Ordinance 26 is on the agenda this evening to convey a right of way easement to Atlantic County to occupy space for the bridge.

**Other Business (not listed on the Agenda)**

Administrator Miller reported as follows:

- There are two resolutions on the agenda which required changes prior to approval.
  - Resolution 351 was revised to change the location of a coin drop application by the Crew Boosters.
  - Resolution 363 was revised to correct a typographical error and an erroneous dollar amount. Those changes required the exhibit to be changed.
- There is also a supplemental agenda to add three resolutions.
  - Resolution 369 changes the venue of the September 3 Township Committee meeting.
  - Resolution 370 authorizes the assessment to be corrected on the property known as Block 2201, Lot 15, Qual. C0042.
  - Resolution 371 authorizes the renewal of mobile home park licenses.

**Deputy Township Clerk Perez read the Video Broadcast/Television Statement**

**Mayor McCullough led the Pledge of Allegiance**

**Presentations**

- Dennis Dougherty appeared before the Township Committee to provide information regarding the Multiple Sclerosis City to Shore Ride and to thank Egg Harbor Township for their assistance in permitting the riders to ride through Egg Harbor Township. The MS City to Shore Ride is a worthwhile cause which raises funds for research.
- Mayor McCullough acknowledged the following retiring Egg Harbor Township Employees who have dedicated more than 25 years of valued service to the Township:
  - Patty Chatigny was presented with two rocking chairs for traveling in her RV with her husband
  - William Link was presented with a wooden rocking chair in recognition of his retirement
  - Al Maiorano was presented with a crystal eagle in recognition of his retirement

<b>Roll Call:</b>	Joe Cafero	present
	John Carman, Jr.	present
	Paul Hodson	present
	Laura Pfrommer	present
	James J. McCullough	present

**Ordinances – Public Hearing**

Number	Title
23 <b>Purpose</b>	<b>An Ordinance to amend the Chapter 6 of the Township Code entitled “Administration of Government”</b> The purpose of this ordinance is to revise the existing language for educational standards within the ranks of the police department.
<b>Public Comment</b>	None
<b>Motion</b>	Motion Carman, second Pfrommer to close the public comment portion of Ordinance 23
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes
<b>Motion</b>	Motion Cafero, second Hodson to adopt Ordinance 23
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes
24 <b>Purpose</b>	<b>An Ordinance to amend the Chapter 6 of the Township Code entitled “Administration of Government”</b> The purpose of this ordinance is to amend the existing code of the Township as it relates to the appointment and hiring regulations of non civilian police department personnel.
<b>Public Comment</b>	None
<b>Motion</b>	Motion Cafero, second Hodson to close the public comment portion of Ordinance 24
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes
<b>Motion</b>	Motion Hodson, second Pfrommer to adopt Ordinance 24

<b>Roll Call Vote</b>	Cafero - yes	Carman - yes	Hodson - yes	Pfrommer - yes	McCullough - yes
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**Ordinances – Introduction**

Number	Title
26	<b>An ordinance providing for the dedication of a certain deed of easement conveying real property for the purpose of constructing, improving, operating and maintaining a public bridge, public road, and public right-of-way, said easement dedicating a portion of Block 5501, Lot 2.01 and Block 5507, Lot 22 of the Official Tax Map in the Township of Egg Harbor, County of Atlantic and State of New Jersey.</b>
<b>Purpose</b>	The purpose of this ordinance is to convey an additional right-of-way to Atlantic County for the replacement of Cedar Bridge on Zion Road. <i>Ordinance 26-2014 to be published in <u>The Mainland Journal</u> on August 27, 2014, for further consideration at a Public Hearing to be held on September 17, 2014, at 5:30 p.m. Copies of this Ordinance are available without cost to any member of the general public from the Township Clerk's Office during regular business hours until the date of the public hearing.</i>
<b>Motion</b>	Motion Carman, second Hodson to introduce Ordinance 26
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes
27	<b>An ordinance to vacate a portion of Ocean Boulevard, Longport Avenue, Ventnor Avenue, Beach Avenue, Marine Avenue and Pennsylvania Avenue, as described by metes and bounds and located in the Township of Egg Harbor, County of Atlantic and State of New Jersey.</b>
<b>Purpose</b>	The purpose of this ordinance is to vacate portions of various roadways in the Township. <i>Ordinance 27-2014 to be published in <u>The Mainland Journal</u> on August 27, 2014, for further consideration at a Public Hearing to be held on September 17, 2014, at 5:30 p.m. Copies of this Ordinance are available without cost to any member of the general public from the Township Clerk's Office during regular business hours until the date of the public hearing.</i>
<b>Motion</b>	Motion Hodson, second Pfrommer to introduce Ordinance 27
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes

**General Public Discussion**

- Hector Tavarez, PAL Executive Director, appeared before the Township Committee to confirm that the governing body would not change their policy and allow the PAL to obtain a one-day liquor license (social affair permit) for the 25<sup>th</sup> anniversary at the PAL facility. The governing body reiterated that they did not want to permit the consumption of alcohol on a parcel of land that it owns.

Motion Carman, second Hodson to close the General Public Discussion portion of the meeting.

All members present voted yes.

**Resolutions (Consent Calendar)**

Number	Title
340	Resolution confirming sale at Auction of August 13, 2014 (Block 9001, Lot 54)
341	Resolution authorizing emergency appropriation for Municipal Alliance Local Match
342	Resolution establishing the fee for the mailing of tax sale notices
343	Resolution awarding informal bid for payroll services to CASA Payroll
344	Resolution awarding contract for 2015 Western Star 4700 Hook Lift Truck or equivalent (Robert H Hoover & Sons Inc)
345	Resolution awarding contract for 2015 Freightliner M2 Single Axle Chassis with Right Side Standup Cab Conversion and Labrie 14 Yard Minimax Refuse Body (Granturk Equipment Co Inc)
346	Resolution awarding contract for 2014 State Aid Ridge Avenue Construction (Jerry and Son Excavating Inc)
347	Resolution awarding contract for 2014 Road Program (Landberg Construction LLC)
348	Resolution awarding contract for Intersection Signalization of English Creek Avenue (CR 575) and Dogwood Avenue (South State Inc)
349	Resolution authorizing the Mayor and Township Clerk to execute a contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com for Pilot Electronic Tax Sale Program

350	Resolution authorizing Mayor to execute Change Order 1 to the contract awarded to Crimson Fire Inc dba Spartan ERV for the supply and delivery of a 1500 GPM Custom Rescue Pumper
351	Resolution granting Egg Harbor Township Crew Boosters Charitable Roadway Solicitation Application
352	Resolution granting Atlantic County SPCA Charitable Roadway Solicitation Application
353	Resolution authorizing release of escrow money on deposit for the street vacation of Adams Road
354	Resolution authorizing refund of curb and sidewalk permit 16-2005 for 208 Fenton Avenue
355	Resolution authorizing refund of curb and sidewalk permit 31-2005 for 4057 Tremont Avenue
356	Resolution authorizing refund of curb and sidewalk permit 24-2005 for 210 Fenton Avenue
357	Resolution authorizing refund of curb and sidewalk permit 22-2004 for 154 Bevis Mill Road
358	Resolution authorizing refund of curb and sidewalk permit 18-2004 for 65 South Mt. Airy Avenue
359	Resolution authorizing refund of curb and sidewalk permit 13-2004 for 212 Ashland Avenue
360	Resolution authorizing refund of curb and sidewalk permit 12-2004 for 214 Ashland Avenue
361	Resolution authorizing refund of curb and sidewalk permit 10-2006 for 101 Iowa Avenue
362	Resolution authorizing refund of curb and sidewalk permit 9-2013 for 2514 Ivins Avenue
363	Resolution authorizing refund of overpaid taxes (various)
364	Resolution appointing Pat Naticchione as Zoning Officer
365	Resolution appointing members to the Recreation Commission (Warrell, McComb, Riggs)
<b>Motion</b>	Motion to approve Consent Calendar Resolutions 340 through 365
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes

#### Resolutions removed from Consent Calendar

Number	Title
366	Resolution authorizing the execution of a second amendment to the Developer's Agreement entered into with Renewable Jersey at Egg Harbor LLC on May 21, 2013
<b>Motion</b>	Motion Pfrommer, second Cafero to approve Resolution 366
<b>Roll Call Vote</b>	Cafero - yes    Carman - no    Hodson - yes    Pfrommer - yes    McCullough - yes

Number	Title
367	Resolution authorizing the execution of two Pilot Agreements for the two phases of the project contemplated by the Developer's Agreement entered into on May 21, 2013 with Renewable Jersey at Egg Harbor LLC
<b>Motion</b>	Motion Cafero, second Hodson to approve Resolution 367
<b>Roll Call Vote</b>	Cafero - yes    Carman - no    Hodson - yes    Pfrommer - yes    McCullough - yes

#### Additional Resolutions

Number	Title
369	Resolution changing location of September 3, 2014 Township Committee Meeting
370	Resolution authorizing correction in property assessment for Block 2201, Lot 15, Qual. C0042
371	Resolution approving mobile home park licenses
<b>Motion</b>	Motion Carman, second Hodson to adopt Resolutions 369 through 371
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes

#### Bill List

Number	Title
368	Authorizing payment of all bills pursuant to Exhibit A
<b>Motion</b>	Motion Carman, second Pfrommer to adopt Resolution 368
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes

#### Reports

##### *Township Committee:*

- Committeeperson Pfrommer. Recently there was a meeting with the Recreation Commission, Peter Miller, Heads of different groups and others regarding ongoing field restoration. The public should be aware that fields will be shut down. All the heads of all the sports groups are aware that changes could be this year or next year. We need

to keep the fields safe. The fields need time to rest so the Department of Public Works can get out and maintain them.

- Committeeperson Hodson. Although there is another meeting between now and September 11, he reminded the public that there will be a memorial service at the Bargaintown Fire House on September 11 at 6:00 p.m. The Bargaintown Volunteer Fire Company's 9/11 memorial is complete. Incorporated in the memorial is a piece of steel recovered from Ground Zero. There will be a memorial service at their location, 6550 Mill Road.
- Committeeperson Cafero. Committeeperson Cafero thanked Committeemembers McCullough and Pfrommer for coordinating the next meeting to be held at the Egg Harbor Township Community Center to assist those residents who are facing layoffs as a result of the closures of the Atlantic City casinos.
- Mayor McCullough. Mayor McCullough reported on a seminar attended by both he and Committeeperson Pfrommer concerning the closures of some of the casinos and the impact on at least 800 residents of this town. If the Revel casino closes, that will boost the number over 1,000. On September 3 at 5:30 pm at the Egg Harbor Township Community Center there will be a seminar with County Workforce people, Department of Labor, Atlantic Cape Community College, Stockton University and other organizations to provide assistance and information to residents during this disastrous time. Future posting will appear in The Current, Egg Harbor Township TV and our website. The Mayor also reported on road work along Zion, Mill and Fire Road. The County will be reconstructing roads. People who use Mill Road are alerted to find alternate travel routes if possible. The intersection of Fire and Mill Roads will be a disturbed intersection.

**Administrator**

- Administrator Miller reported on a bond refinancing. He stated that the prior week the Township went out to bid to refinance a 2006 bond. We had a 20-year note \$11.5M which would have been paid in 2026. The Township saved almost 6 percent. It will cost the Township \$65K a year for the next 12 years. The Township saved almost double of what they were expecting to save. The savings totals \$790K.

**Approvals**

<b>Motion</b>	Motion Hodson, second Cafero to approve the meeting minutes from the July 23, 2014 Township Committee Meeting
<b>Vote</b>	All members present voted yes
<b>Motion</b>	Motion Pfrommer, second Hodson to approve the meeting minutes from the July 23, 2014 Township Committee Executive Session Meeting, pursuant to Resolution 297
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes
<b>Motion</b>	Motion Cafero, second Carman to approve the meeting minutes from the August 12, 2014 Township Committee Special Meeting
<b>Vote</b>	All members present voted yes
<b>Motion</b>	Motion Hodson, second Pfrommer to approve the meeting minutes from the August 14, 2014 Township Committee Special Meeting
<b>Vote</b>	All members present voted yes
<b>Motion</b>	Motion Cafero, second Carman to approve the departmental reports for the month of July 2014
<b>Vote</b>	All members present voted yes
<b>Motion</b>	Motion Cafero, second Pfrommer to approve the payroll for the month of July 2014 in the amount of \$1,229,507.09
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes

**Closed Session**

Number	Title
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<b>339</b>	Authorizing the Township Committee to convene into a Closed Executive Session to discuss matters which may involve litigation and/or personnel
<b>Motion</b>	Motion Hodson, second Pfrommer to approve Resolution 339
<b>Roll Call Vote</b>	Cafero - yes    Carman - yes    Hodson - yes    Pfrommer - yes    McCullough - yes

**Adjournment**

**Motion** Cafero, second Hodson to adjourn the meeting at 7:05 p.m.

**Vote:** All members present voted yes

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James J. McCullough, Mayor

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Olga A. Perez, RMC, Deputy Township Clerk

<p>These minutes approved at meeting of 9/3/2014</p>
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**Egg Harbor Township Committee Meeting**  
**Municipal Building, Bargaintown Road**  
**Egg Harbor Township NJ 08234**  
**Wednesday, August 20, 2014 – 5:00 p.m.**  
**Agenda**

**I. Call to Order**

**II. Opening Statement Pursuant to the Open Public Meetings Act**

- III. Roll Call:** Joe Cafero  
 John Carman, Jr.  
 Paul Hodson  
 Laura Pfrommer  
 James J. McCullough

**IV. Meeting with Township Engineer Mott**

- A. English Creek and Dogwood Avenue Signalization  
 B. 2014 Road Improvement Program  
 C. Reconstruction of Ridge Avenue (Chapter 159)

**V. Old Business**

- A. Renewable Jersey at Egg Harbor LLC (Clarion Hotel COAH Project)

**VI. New Business**

- A. Bid Awards – Public Works’ Vehicles  
 B. 2006 Bond Refinancing  
 C. Electronic Tax Sale  
 D. Sale of Block 9001, Lot 54  
 E. Emergency Appropriation – Municipal Alliance  
 F. Extension of Time for Fire Truck  
 G. Replacement of Cedar Bridge (Atlantic County Bridge)

**VII. Other Business (not listed on the Agenda)**

**VIII. Closed Session**

Number	Title
339	Authorizing the Township Committee to convene into a Closed Executive Session to discuss matters which may involve litigation and/or personnel
<b>Motion</b>	To approve Resolution 339
<b>Roll Call Vote</b>	Cafero    Carman    Hodson    Pfrommer    McCullough

**IX. Video Broadcast/Television Statement**

**X. Pledge of Allegiance**

**XI. Presentations**

- Dennis Dougherty will make presentation to Township Committee on Multiple Sclerosis City to Shore Ride
- Presentations by the Mayor to the following retiring Egg Harbor Township Employees who have dedicated more than 25 years of valued service to the Township:
  - Patty Chatigny
  - William Link
  - Al Maiorano

**XII. Roll Call:** Joe Cafero  
 John Carman, Jr.  
 Paul Hodson  
 Laura Pfrommer  
 James J. McCullough

**XIII. Ordinances – Public Hearing**

Number	Title
23	<b>An Ordinance to amend the Chapter 6 of the Township Code entitled “Administration of Government”</b>
<b>Purpose</b>	The purpose of this ordinance is to revise the existing language for educational standards within the ranks of the police department.
<b>Public Comment</b>	
<b>Motion</b>	Motion to close the public comment portion of Ordinance 23
<b>Roll Call Vote</b>	Cafero Carman Hodson Pfrommer McCullough
<b>Motion</b>	Motion to adopt Ordinance 23
<b>Roll Call Vote</b>	Cafero Carman Hodson Pfrommer McCullough
24	<b>An Ordinance to amend the Chapter 6 of the Township Code entitled “Administration of Government”</b>
<b>Purpose</b>	The purpose of this ordinance is to amend the existing code of the Township as it relates to the appointment and hiring regulations of non civilian police department personnel.
<b>Public Comment</b>	
<b>Motion</b>	Motion to close the public comment portion of Ordinance 24
<b>Roll Call Vote</b>	Cafero Carman Hodson Pfrommer McCullough
<b>Motion</b>	Motion to adopt Ordinance 24
<b>Roll Call Vote</b>	Cafero Carman Hodson Pfrommer McCullough

**XIV. Ordinances – Introduction**

Number	Title
26	<b>An ordinance providing for the dedication of a certain deed of easement conveying real property for the purpose of constructing, improving, operating and maintaining a public bridge, public road, and public right-of-way, said easement dedicating a portion of Block 5501, Lot 2.01 and Block 5507, Lot 22 of the Official Tax Map in the Township of Egg Harbor, County of Atlantic and State of New Jersey.</b>
<b>Purpose</b>	The purpose of this ordinance is to convey an additional right-of-way to Atlantic County for the replacement of Cedar Bridge on Zion Road.  <i>Ordinance 26-2014 to be published in <u>The Mainland Journal</u> on August 27, 2014, for further consideration at a Public Hearing to be held on September 17, 2014, at 5:30 p.m. Copies of this Ordinance are available without cost to any member of the general public from the Township Clerk’s Office during regular business hours until the date of the public hearing.</i>
<b>Motion</b>	Motion to introduce Ordinance 26
<b>Roll Call Vote</b>	Cafero Carman Hodson Pfrommer McCullough

27	<p>An ordinance to vacate a portion of Ocean Boulevard, Longport Avenue, Ventnor Avenue, Beach Avenue, Marine Avenue and Pennsylvania Avenue, as described by metes and bounds and located in the Township of Egg Harbor, County of Atlantic and State of New Jersey.</p> <p><b>Purpose</b> The purpose of this ordinance is to vacate portions of various roadways in the Township. Ordinance 27-2014 to be published in <i>The Mainland Journal</i> on August 27, 2014, for further consideration at a Public Hearing to be held on September 17, 2014, at 5:30 p.m. Copies of this Ordinance are available without cost to any member of the general public from the Township Clerk's Office during regular business hours until the date of the public hearing.</p> <p><b>Motion</b> Motion to introduce Ordinance 27</p> <p><b>Roll Call Vote</b> Cafero Carman Hodson Pfrommer McCullough</p>
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XIV. General Public Discussion

XV. Engineer's Report

XVI. Resolutions (Consent Calendar)

Number	Title
340	Resolution confirming sale at Auction of August 13, 2014 (Block 9001, Lot 54)
341	Resolution authorizing emergency appropriation for Municipal Alliance Local Match
342	Resolution establishing the fee for the mailing of tax sale notices
343	Resolution awarding informal bid for payroll services to CASA Payroll
344	Resolution awarding contract for 2015 Western Star 4700 Hook Lift Truck or equivalent (Robert H Hoover & Sons Inc)
345	Resolution awarding contract for 2015 Freightliner M2 Single Axle Chassis with Right Side Standup Cab Conversion and Labrie 14 Yard Minimax Refuse Body (Granturk Equipment Co Inc)
346	Resolution awarding contract for 2014 State Aid Ridge Avenue Construction (Jerry and Son Excavating Inc)
347	Resolution awarding contract for 2014 Road Program (Landberg Construction LLC)
348	Resolution awarding contract for Intersection Signalization of English Creek Avenue (CR 575) and Dogwood Avenue (South State Inc)
349	Resolution authorizing the Mayor and Township Clerk to execute a contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com for Pilot Electronic Tax Sale Program
350	Resolution authorizing Mayor to execute Change Order 1 to the contract awarded to Crimson Fire Inc dba Spartan ERV for the supply and delivery of a 1500 GPM Custom Rescue Pumper
351	Resolution granting Egg Harbor Township Crew Boosters Charitable Roadway Solicitation Application
352	Resolution granting Atlantic County SPCA Charitable Roadway Solicitation Application
353	Resolution authorizing release of escrow money on deposit for the street vacation of Adams Road
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361	Resolution authorizing refund of curb and sidewalk permit 10-2006 for 101 Iowa Avenue
362	Resolution authorizing refund of curb and sidewalk permit 9-2013 for 2514 Ivins Avenue
363	Resolution authorizing refund of overpaid taxes (various)

364	Resolution appointing Pat Naticchione as Zoning Officer
365	Resolution appointing members to the Recreation Commission (Warrell, McComb, Riggs)
366	Resolution authorizing the execution of a second amendment to the Developer's Agreement entered into with Renewable Jersey at Egg Harbor LLC on May 21, 2013
367	Resolution authorizing the execution of two Pilot Agreements for the two phases of the project contemplated by the Developer's Agreement entered into on May 21, 2013 with Renewable Jersey at Egg Harbor LLC
<b>Motion</b>	Motion to approve Consent Calendar Resolutions 340 through 367
<b>Roll Call Vote</b>	Cafero Carman Hodson Pfrommer McCullough

**XVII. Resolution (Bill List)**

Number	Title
368	Authorizing payment of all bills pursuant to Exhibit A
<b>Motion</b>	Motion to adopt Resolution 368
<b>Roll Call Vote</b>	Cafero Carman Hodson Pfrommer McCullough

**XVIII. Reports**

*Township Committee:*

*Administrator:*

**XIX. Approvals**

<b>Motion Vote</b>	Motion to approve the meeting minutes from the July 23, 2014 Township Committee Meeting
<b>Motion Roll Call Vote</b>	Motion to approve the meeting minutes from the July 23, 2014 Township Committee Executive Session Meeting, pursuant to Resolution 297 Cafero Carman Hodson Pfrommer McCullough
<b>Motion Vote</b>	Motion to approve the meeting minutes from the August 12, 2014 Township Committee Special Meeting
<b>Motion Vote</b>	Motion to approve the meeting minutes from the August 14, 2014 Township Committee Special Meeting
<b>Motion Vote</b>	Motion to approve the departmental reports for the month of July 2014
<b>Motion Vote</b>	Motion to approve the payroll for the month of July 2014 in the amount of \$1,229,507.09

**XX. Adjournment**

**Motion  
Vote**



# Egg Harbor Township

Ordinance No. 23

2014

**AN ORDINANCE TO AMEND THE CHAPTER 6 OF THE TOWNSHIP CODE ENTITLED "ADMINISTRATION OF GOVERNMENT"**

**BE IT ORDAINED**, by the Township Committee for the Township of Egg Harbor, County of Atlantic and State of New Jersey that:

**SECTION 1:** Chapter 6 of the Code of the Township of Egg Harbor, specifically Section 6-84 is hereby amended by deleting existing subsection C in its entirety and replacing it as follows:

**§6-84 Education requirements for Police Department**

- C. The following educational standards are established within the ranks of the Police Department:

Rank	Minimum Degree/Education
<b>Chief</b>	Masters in Criminal Justice or related field
<b>Captain</b>	Masters in Criminal Justice or related field
<b>Lieutenant</b>	Baccalaureate in Criminal Justice or related field
<b>Sergeant</b>	Associate in Law Enforcement or related field or four years of active United States Military Service with an honorable discharge in its place
<b>Police Officer</b>	Associate degree or is currently matriculating at a four-year college offering a baccalaureate degree and has earned 64 academic credits towards a degree

**SECTION 2:** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

**SECTION 3:** Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 4:** This Ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF JULY 23, 2014 AND WILL BE FURTHER CONSIDERED FOR FINAL PASSAGE AFTER A PUBLIC HEARING THEREON AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE TO BE HELD IN THE TOWNSHIP HALL, IN SAID TOWNSHIP ON AUGUST 20, 2014 AT 5:30 P.M.

Dated: July 23, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Ordinance No. 24

2014

AN ORDINANCE TO AMEND THE CHAPTER 6 OF THE TOWNSHIP CODE ENTITLED "ADMINISTRATION OF GOVERNMENT"

BE IT ORDAINED, by the Township Committee for the Township of Egg Harbor, County of Atlantic and State of New Jersey that:

SECTION 1: Chapter 6 of the Code of the Township of Egg Harbor, specifically Section 6-69 is hereby amended by deleting existing subsections B(3), B(6), B(7), B(8), and B(9) in their entirety and replacing them as follows:

**§6-69 Appointment of Members; hiring regulations.**

- B(3) Written test. The applicant shall pass a written test to be administered by the New Jersey Police Chiefs Association at the time, date and location designated by the Chief of Police. Such written test shall be in a form prescribed by the New Jersey Police Chiefs Association.
- B(6) Administrative Review. Applicants who successfully complete the background investigation as set forth above shall be notified to appear for an administrative review. The administrative review shall consist of a writing sample, wonderlic cognitive ability test, and an administrative review with the candidate. The Administrative Review Committee shall consist of members of the police department as assigned by the Chief of Police. The Chief of Police shall serve as Chairperson of the Administrative Review Committee. The Administrative Review Committee shall have the authority to review all background investigations completed under Subsection B(5) above. It shall have the authority to disqualify an applicant. The Administrative Review Committee shall forward to the Township Committee the names of all applicants who successfully completed the administrative review process.
- B(7) Oral interview. Applicants who successfully complete the phases of testing as set forth above shall be notified to appear for an oral interview. The Oral Interview Committee shall consist of all members of Township Committee, the Municipal Administrator and the Chief of Police. The Mayor (or Deputy Mayor) shall serve as Chairperson of the Oral Interview Committee. The Oral Interview Committee shall have the authority to review all background investigations completed under Subsection B(5) and B(6) above. It shall have the authority to requalify or disqualify an applicant. The Oral Interview Committee shall establish a list of names of all applicants who successfully completed the oral interview.

B(8) Psychological evaluation and medical examination. The Township Committee shall review the list of applicants who successfully completed the oral interview. The Township Committee shall select certain applicants to undergo a psychological evaluation and medical examination at facilities designated by the Township Committee. The results of the psychological evaluation and medical examination shall be forwarded to the Municipal Administrator prior to appointment by the Township Committee.

B(9) Classification of applicants; appointments.

(a) Before any person shall be appointed as a member of the Police Department, he shall be classified for a position or positions to be filled in the following cases:

[1] Class I: resident of the Township of Egg Harbor.

[2] Class II: resident of Atlantic County.

[3] Class III: resident of the State of New Jersey

(b) To be classified as Class I, the applicant must be a bona fide resident of Egg Harbor Township for twelve (12) consecutive months prior to the date of application.

[1] If an applicant was in military service and returned to the Township and established his residency within six (6) months of his discharge, then he would be considered a bona fide resident. If the applicant was in college and returned to the Township and established his residency within three (3) months, then he would be considered a bona fide resident.

(c) Once an applicant has established himself as Class II or III, he shall be moved to the appropriate classification once he has established bona fide residency requirements. Those residency requirements are as stated in Subsection **B(9)(b)** above.

(d) The Township shall first appoint all of those qualified in Class I and then Classes II and Classes III, respectively, and shall appoint a person or persons in any such class only to a vacancy or vacancies remaining after all qualified applicants in the proceeding class or classes have been appointed or have declined an offer of appointment.

(e) If an applicant moves from Class II to Class I, he will be placed on the bottom of the list.

(f) If an applicant moves from Class III to Class I or Class II, he will be placed on the bottom of the list.

(g) If an applicant moves from Class I to Class II or III from Class II to Class III, he will be placed at the bottom of the list.

**SECTION 2:** Chapter 6 of the Township Code, specifically Section 6-69 is hereby amended by adding a new subsection as follows:

**§6-69 Appointment of Members; hiring regulations.**

B(10) Lateral transfer of applicants. An active Police officer may laterally transfer to a step level between two (2) and five (5) of the pay scale established in the current agreement between the Township of Egg Harbor and New Jersey State Policemen's Benevolent Association, Inc., Mainland Local 77, to be determined by the Township Committee if the following criteria is met:

- (a) Has successfully completed the hiring regulations set forth above;
- (b) Is currently employed as a police officer in the State of New Jersey and has been for a minimum of three (3) years;
- (c) Is currently licensed by the New Jersey State Police Training Commission; and
- (d) Possesses a bachelor's degree or four (4) years of active United States Military service with an honorable discharge.

**SECTION 3:** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

**SECTION 4:** Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 5:** This Ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF JULY 23, 2014 AND WILL BE FURTHER CONSIDERED FOR FINAL PASSAGE AFTER A PUBLIC HEARING THEREON AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE TO BE HELD IN THE TOWNSHIP HALL, IN SAID TOWNSHIP ON AUGUST 20, 2014 AT 5:30 P.M.

Dated: July 23, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Ordinance No. 26

2014

**AN ORDINANCE PROVIDING FOR THE DEDICATION OF A CERTAIN DEED OF EASEMENT CONVEYING REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, OPERATING AND MAINTAINING A PUBLIC BRIDGE, PUBLIC ROAD AND PUBLIC RIGHT OF WAY, SAID EASEMENT DEDICATING A PORTION OF BLOCK 5505, LOT 2.01 AND BLOCK 5507, LOT 22, OF THE OFFICIAL TAX MAP IN THE TOWNSHIP OF EGG HARBOR, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY**

**BE IT ORDAINED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that:

**SECTION 1.** The Township of Egg Harbor is herewith authorized to convey a deed of easement for the purpose of constructing, improving, operating and maintaining a public bridge, public road and public right of way, said easement dedicating a portion of Block 5507, Lot 2.01 and Block 5507, Lot 22, of the Official Tax Map of the Township of Egg Harbor, and as more particularly described on the attached Exhibit A, Right of Way Dedication between Township of Egg Harbor and the County of Atlantic. Exhibit A shall be on file in the Township Clerk's Office, Township Hall, Egg Harbor Township.

**SECTION 2.** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

**SECTION 3.** If any section, sentence, or any other part of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 4.** This Ordinance shall take effect upon final passage, adoption, and publication, in the manner prescribed by law.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE TOWNSHIP COMMITTEE OF EGG HARBOR TOWNSHIP, IN THE COUNTY OF ATLANTIC, STATE OF NEW JERSEY, HELD AUGUST 20, 2014, AND WILL BE FURTHER CONSIDERED FOR FINAL PASSAGE AFTER A PUBLIC HEARING THEREON AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE TO BE HELD IN THE TOWNSHIP HALL, IN SAID TOWNSHIP ON SEPTEMBER 17, 2014 AT 5:30 PM.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

Attachment: Exhibit A

# Egg Harbor Township

Ordinance No. 27

2014

**AN ORDINANCE TO VACATE A PORTION OF OCEAN BOULEVARD, LONGPORT AVENUE, VENTNOR AVENUE, BEACH AVENUE, MARINE AVENUE AND PENNSYLVANIA AVENUE, AS DESCRIBED BY METES AND BOUNDS AND LOCATED IN THE TOWNSHIP OF EGG HARBOR, COUNTY OF ATLANTIC AND STATE OF NEW JERSEY.**

**BE IT ORDAINED**, by the Township Committee for the Township of Egg Harbor, County of Atlantic and State of New Jersey that:

**SECTION 1:** The following described portions of Ocean Boulevard, Longport Avenue, Ventnor Avenue, Beach Avenue, Marine Avenue and Pennsylvania Avenue, and all rights-of-ways thereto except those specifically excluded as set forth herein below, be and the same are hereby vacated and all public rights therein are extinguished, all of which is more particularly described on the attached **Exhibit A** which is incorporated herein as though set forth herein at length and on file in the Township Clerk's Office, Township Hall.

**SECTION 2:** The public rights arising from any dedication of the portion of the said streets above mentioned and indicated on maps filed in the Office of the Township Clerk and described above, so vacated as aforesaid, be and the same are hereby released and extinguished.

**SECTION 3:** By virtue of N.J.S.A. 40:67-1, as amended, vacation of any street, highway, lane, alley, square, place or park, et cetera, as defined in N.J.S.A. 40:67-1, shall be subject to the express reservation and exception from the vacation of all rights and privileges possessed by public utilities, as defined in N.J.S.A. 40:2-13 and by any cable television company as defined in the "Cable Television Act," P.L. 1972, c. 186, (C. 48:5A-1, et seq), to maintain, repair and replace their existing facilities in, adjacent to, over or under the street, highway, lane, alley, square, place or park, or any part thereof, to be vacated pursuant to this Ordinance.

**SECTION 4:** The Township Clerk shall immediately, upon final passage and publication of this Ordinance, make and file in the Office of the Clerk of the County of Atlantic a copy of this Ordinance, together with a copy of the proof of publication thereof, duly certified by her, under the corporate seal of the Township of Egg Harbor, for recording as required by law.

**SECTION 5:** All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are, to the extent of such inconsistency, hereby repealed.

**SECTION 6:** Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

**SECTION 7:** This Ordinance shall take effect upon final passage, adoption and publication in the manner prescribed by law.

NOTICE IS HEREBY GIVEN THAT THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF AUGUST 20, 2014, AND WILL BE FURTHER CONSIDERED FOR FINAL PASSAGE AFTER A PUBLIC HEARING THEREON

AT A REGULAR MEETING OF SAID TOWNSHIP COMMITTEE TO BE HELD IN THE TOWNSHIP HALL, IN SAID  
TOWNSHIP ON SEPTEMBER 17, 2014, AT 5:30 P.M.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk



# Egg Harbor Township

Resolution No. 340

2014

**RESOLUTION CONFIRMING SALE AT AUCTION OF AUGUST 13, 2014 (BLOCK 9001, LOT 54)**

**WHEREAS**, the Township of Egg Harbor received an offer at public auction to purchase the property known as Block 9001, Lot 54, as shown on the official tax map of the Township of Egg Harbor pursuant to Resolution 300 of 2014 incorporated herein as if fully set forth; and

**WHEREAS**, the necessary public notice by resolution publication was given that the premises were to be sold to the highest bidder subject to the terms of said resolution, which sale took place by auction on August 13, 2014 at 10:00 a.m., prevailing time, at the Township Hall, Egg Harbor Township, New Jersey;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey as follows:

1. The bid for the purchase of the described premises known as Block 9001, Lot 54 is hereby approved, ratified and confirmed. The Mayor and the Township Clerk are hereby authorized and directed to deliver a quit claim deed, without covenants and with restrictions, for said property to the successful bidders on the attached Exhibit A, upon the payment of the sum of the bid purchase price, together with all costs of sale, and upon otherwise complying with the terms of Resolution 300 of 2014.

2. Settlement between the Township of Egg Harbor and the successful bidder shall take place on or before October 31, 2014, pursuant to the terms and provisions of Resolution 300 of 2014. The Township shall be obligated only to tender a quit claim deed without covenants and with restrictions together with a certified copy of the sale resolution.

Dated: August 20, 2014

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

*attachment*

# Egg Harbor Township

Resolution No. 340

2014

**RESOLUTION CONFIRMING SALE AT AUCTION OF AUGUST 13, 2014 (BLOCK 9001, LOT 54)**

<b>Block</b>	<b>Lot(s)</b>	<b>Cost</b>	<b>Successful Bidder</b>
9001	54	\$45,000	Patrick and Noel Irwin 12 Somers Avenue Egg Harbor Township, NJ 08234

# Egg Harbor Township

Resolution No. 341

2014

**RESOLUTION AUTHORIZING EMERGENCY APPROPRIATION FOR MUNICIPAL ALLIANCE LOCAL MATCH**

WHEREAS, an emergency has arisen with respect to municipal alliance local match and no adequate provision was made in the 2014 budget for the aforesaid purpose and N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose mentioned above; and

WHEREAS, the total amount of emergency appropriations created including the appropriation to be created by this resolution is \$6,170.00 and three percent of the total operating budget for 2014 is \$919,895.00; and

WHEREAS, the foregoing appropriation together with prior appropriations does not exceed three percent (3%) of the total operating appropriations (including utility operation appropriations) in the budget for 2014;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that in accordance with N.J.S.A. 40A:4-48:

1. An emergency appropriation is hereby made for the appropriations listed below:

<b>Municipal Alliance Local Match</b>	<b>\$6,170.00</b>
---------------------------------------	-------------------

2. That said emergency appropriation shall be provided for in full in the 2015 budget, and is requested to be excluded from CAPS, pursuant to NJS 40A:4-53.3c(1).

3. That two certified copies of this resolution be filed with the Director of Local Government Services.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 342

2014

**RESOLUTION ESTABLISHING THE FEE FOR THE MAILING OF TAX SALE NOTICES**

WHEREAS, N.J.S.A. 54:5-26 permits that notwithstanding anything to the contrary, when holding an electronic tax sale, the Tax Collector shall mail the tax sale notice no less than 3 times during the four week period prior to the week of the tax sale to the property owner and to any person or entity entitled to notice of foreclosure pursuant to N.J.S.A. 54:5-104.48. Said notice of tax sale may be given by regular or certified mail, the costs of which shall be added to the cost of the sale, in addition to those provided by N.J.S.A. 54:5-38, not to exceed \$25 for each notice for a particular property. Such mailing shall not be in lieu of the advertisement, but shall be in addition to such advertisements;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor , County of Atlantic and State of New Jersey that in the Tax Collector is hereby authorized to charge \$25.00 for the mailing of tax sale notices.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 343

2014

**RESOLUTION AWARDING INFORMAL BID FOR PAYROLL SERVICES TO CASA PAYROLL**

**WHEREAS**, the Township of Egg Harbor has received quotations pursuant to specifications for payroll services in the Township for the period of September 1, 2014 through to August 31, 2015; and

**WHEREAS**, the quotes were received and a determination was made as to the lowest responsible bidder;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following quote is hereby accepted and the Mayor and Township Clerk are hereby authorized to enter into an agreement, effective September 1, 2014, with CASA Payroll Services, 3120 Fire Road, Suite B-100/B-101, Egg Harbor Township, NJ 08234 for the aforesaid services; and

**BE IT FURTHER RESOLVED**, that the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein at length.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 344

2014

## RESOLUTION AWARDING CONTRACT FOR 2015 WESTERN STAR 4700 HOOK LIFT TRUCK OR EQUIVALENT

WHEREAS, the Township of Egg Harbor received formal written bids pursuant to specifications for a 2015 Western Star 4700 Hook Lift Truck or Equivalent; and

WHEREAS, the bids were duly received and opened on August 6, 2014, and a determination has been made as to the lowest responsible bidder in compliance;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following bid is hereby accepted and the Mayor and Township Clerk are hereby authorized to enter into an agreement in accordance with the bid as follows:

<b>Robert H. Hoover &amp; Sons Inc. 1504 Mainline Drive Cinnaminson, New Jersey 08077</b>	
Base Bid	\$ 156,101.00
<i>Options</i>	
Snow Plow	\$ 12,249.00
14' Flat Bed Set Up for Hopper Spreader	\$ 5,000.00
10' Hopper Spreader	\$ 15,452.00
Additional 14' Hook Lift Flat Bed	\$ 5,000.00
16'x62' Hook Lift Container	\$ 6,000.00
<b>Total Award:</b>	<b>\$199,802.00</b>

BE IT FURTHER RESOLVED, that the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein at length.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 345

2014

**RESOLUTION AWARDING CONTRACT FOR 2015 FREIGHTLINER M2 SINGLE AXLE CHASSIS WITH RIGHT SIDE STANDUP CAB CONVERSION AND LABRIE 14 YARD MINIMAX REFUSE BODY**

WHEREAS, the Township of Egg Harbor received formal written bids pursuant to specifications for a 2015 Freightliner M2 Single Axle Chassis with Right Side Standup Cab Conversion and Labrie 14 Yard Minimax Refuse Body; and

WHEREAS, the bids were duly received and opened on August 7, 2014, and a determination has been made as to the lowest responsible bidder in compliance;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following bid is hereby accepted and the Mayor and Township Clerk are hereby authorized to enter into an agreement in accordance with the bid as follows:

<b>Granturk Equipment Co Inc. One Schuylkill Parkway-Building B Bridgeport, PA 19405</b>	
Base Bid	\$ 189,718.00
<i>Options</i>	
5-year 100,000 mile engine warranty to include turbo, injectors and ATS System	\$ 2,550.00
5-year Allison Unlimited miles transmission warranty	\$ 966.00
5-year towing warranty for warrantable repairs	\$ 800.00
<b>Total Award</b>	<b>\$194,034.00</b>

BE IT FURTHER RESOLVED, that the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein at length.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 346

2014

**RESOLUTION AWARDING CONTRACT FOR 2014 STATE AID RIDGE AVENUE CONSTRUCTION**

WHEREAS, the Township of Egg Harbor received formal written bids pursuant to specifications for the 2014 State Aid Ridge Avenue Reconstruction; and

WHEREAS, the bids were duly received and opened on August 7, 2014, and a determination has been made as to the lowest responsible bidder in compliance;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following bid is hereby accepted and the Mayor and Township Clerk are hereby authorized to enter into an agreement in accordance with the bid as follows:

Bidders Name	Total Bid
Jerry and Son Excavating, Inc. 5981 Scranton Avenue Mays Landing, New Jersey 08330	\$219,093.50

BE IT FURTHER RESOLVED, that the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein at length.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 347

2014

## RESOLUTION AWARDING CONTRACT FOR 2014 ROAD PROGRAM

WHEREAS, the Township of Egg Harbor received formal written bids pursuant to specifications for the 2014 Road Program; and

WHEREAS, the bids were duly received and opened on August 14, 2014, and a determination has been made as to the lowest responsible bidder in compliance;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following bid is hereby accepted and the Mayor and Township Clerk are hereby authorized to enter into an agreement in accordance with the bid as follows:

Bidders Name	Total Bid
Landberg Construction, LLC PO Box 280 Mays Landing, New Jersey 08330	\$1,159,723.67

BE IT FURTHER RESOLVED, that the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein at length.

Dated: August 20, 2014

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 348

2014

**RESOLUTION AWARDING CONTRACT FOR INTERSECTION SIGNALIZATION OF ENGLISH CREEK AVENUE (CR 575) AND DOGWOOD AVENUE**

WHEREAS, the Township of Egg Harbor received formal written bids pursuant to specifications for the Intersection Signalization of English Creek Avenue (CR 575) & Dogwood Avenue; and

WHEREAS, the bids were duly received and opened on August 14, 2014, and a determination has been made as to the lowest responsible bidder in compliance;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following bid is hereby accepted and the Mayor and Township Clerk are hereby authorized to enter into an agreement in accordance with the bid as follows:

Bidders Name	Total Bid
South State, Inc. P.O. Box 68 Bridgeton, New Jersey 08032	\$480,212.82

BE IT FURTHER RESOLVED, that the attached certification showing availability of funds and specifying the exact line item appropriations which shall be charged is incorporated herein and attached hereto as though set forth herein at length.

Dated: August 20, 2014

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 349

2014

**RESOLUTION AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A CONTRACT WITH ROK INDUSTRIES, INC. D/B/A NJTAXLIENINVESTOR.COM FOR PILOT ELECTRONIC TAX SALE PROGRAM**

WHEREAS, Resolution 319 of 2014 authorized an application to the Director of the Division of Local Government Services for participation in the pilot electronic tax sale program; and

WHEREAS, the Director of the Division of Local Government Services has approved the Township of Egg Harbor to participate in the pilot electronic tax sale program; and

WHEREAS, the Township of Egg Harbor wishes to enter into a contract with ROK Industries, Inc. d/b/a/ NJTaxLienInvestor.com for the pilot electronic tax sale program;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic, and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute an agreement with ROK Industries, Inc. d/b/a/ NJTaxLienInvestor.com for the pilot electronic tax sale program.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 350

2014

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE CHANGE ORDER 1 TO THE CONTRACT AWARDED TO CRIMSON FIRE INC. DBA SPARTAN ERV FOR THE SUPPLY AND DELIVERY OF A 1500 GPM CUSTOM RESCUE PUMPER**

**WHEREAS**, a contract was entered into on September 12, 2013 with Crimson Fire Inc. dba Spartan ERV for the supply and delivery of a 1500 GPM Custom Rescue Pumper; and

**WHEREAS**, a request has been submitted to the Township for a change order to extend the contract time from September 12, 2014 to December 12, 2014 for delivery; and

**WHEREAS**, the Fire Department has reviewed the requested time extension and supports granting of the same;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that an extension of time to Crimson Fire Inc. dba Spartan ERV be granted until December 12, 2014 for the delivery of a 1500 GPM Custom Fire Pumper.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 351

2014

**RESOLUTION GRANTING EGG HARBOR TOWNSHIP CREW BOOSTERS CHARITABLE ROADWAY SOLICITATION APPLICATION**

WHEREAS, the Atlantic County SPCA has filed a Charitable Roadway Solicitation application with the Township Clerk pursuant to Section 195-15A of the Code of the Township of Egg Harbor for the purpose of soliciting contributions at the intersection of Ocean Heights Avenue and Zion Road on the following days:

<u>Dates</u>	<u>Rain Days</u>	<u>Time</u>
9/27/2014 & 9/28/2014	10/25/2014 & 10/26/2014	9 a.m. to 4 p.m.

WHEREAS, said application has been reviewed and approved for granting by the Chief of Police of the Township of Egg Harbor; and

WHEREAS, the Egg Harbor Township Crew Boosters is now required to obtain final approval from the Atlantic County Board of Chosen Freeholders prior to conducting said event;

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey hereby grants the Egg Harbor Township Crew Boosters its requested Charitable Roadway Solicitation application in order to solicit contributions at the intersection of Ocean Heights Avenue and Zion Road.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 352

2014

## RESOLUTION GRANTING ATLANTIC COUNTY SPCA CHARITABLE ROADWAY SOLICITATION APPLICATION

WHEREAS, the Atlantic County SPCA has filed a Charitable Roadway Solicitation application with the Township Clerk pursuant to Section 195-15A of the Code of the Township of Egg Harbor for the purpose of soliciting contributions at the intersection of Ocean Heights Avenue and Zion Road on the following days:

<u>Dates</u>	<u>Rain Days</u>	<u>Time</u>
10/4/2014 & 10/5/2014	10/11/2014 & 10/12/2014	9 a.m. to 4 p.m.

WHEREAS, said application has been reviewed and approved for granting by the Chief of Police of the Township of Egg Harbor; and

WHEREAS, the Atlantic County SPCA is now required to obtain final approval from the Atlantic County Board of Chosen Freeholders prior to conducting said event;

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey hereby grants the Atlantic County SPCA its requested Charitable Roadway Solicitation application in order to solicit contributions at the intersection of Ocean Heights Avenue and Zion Road.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 353

2014

## RESOLUTION AUTHORIZING RELEASE OF ESCROW MONEY ON DEPOSIT FOR THE STREET VACATION OF ADAMS ROAD

**WHEREAS**, on May 29, 2010 Dixon Associates Engineering, LLC submitted an application and posted escrow for the vacation of a portion of Adams Road; and

**WHEREAS**, Dixon Associates Engineering, LLC has abandoned this application; and

**WHEREAS**, it is necessary to release the escrow on deposit for this application in the amount of \$125.00;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the escrow on deposit for Dixon Associates Engineering, LLC in the amount of \$125.00 is hereby authorized to be released to Stone Concrete, Inc., 206 Cambria Avenue, Suite E, Pleasantville, New Jersey 08232; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 354

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 16-2005 FOR 208 FENTON AVENUE**

**WHEREAS**, Central Partners, LLC posted a surety in the sum of \$2,000 for Curb and Sidewalk Permit No. 16 of 2005; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$2,000 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$2,000 be issued to Central Partners, LLC, 2106 New Road, Suite F4, Linwood, New Jersey 08221; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 355

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 31-2005 FOR 4057 TREMONT AVENUE**

**WHEREAS**, JRS Land Co., Inc. t/a Siracusa Homes posted a surety in the sum of \$2,000 for Curb and Sidewalk Permit No. 31 of 2005; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$2,000 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$2,000 be issued to JRS Land Co., Inc., t/a Siracusa Homes, 6206 Black Horse Pike, Egg Harbor Township, NJ 08234; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 356

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 24-2005 FOR 210 FENTON AVENUE**

**WHEREAS**, Central Partners, LLC posted a surety in the sum of \$2,000 for Curb and Sidewalk Permit No. 24 of 2005; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$2,000 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$2,000 be issued to Central Partners, LLC, 2106 New Road, Linwood Commons, Suite F4, Linwood, New Jersey 08221; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 357

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 22-2004 FOR 154 BEVIS MILL ROAD**

**WHEREAS**, Miller Homes, LLC posted a surety in the sum of \$2,000 for Curb and Sidewalk Permit No. 22 of 2004; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$2,000 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$2,000 be issued to Miller Homes, LLC, 1735 Tilton Road, Northfield, New Jersey 08225; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 358

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 18-2004 FOR 65 SOUTH MT. AIRY AVENUE**

**WHEREAS**, Sandra Ferriola posted a surety in the sum of \$2,000 for Curb and Sidewalk Permit No. 18 of 2004; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$2,000 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$2,000 be issued to Sandra Ferriola, 65 South Mt. Airy Avenue, Egg Harbor Township, NJ 08234; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 359

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 13-2004 FOR 212 ASHLAND AVENUE**

**WHEREAS**, Fintan Cooke Construction posted a surety in the sum of \$2,000 for Curb and Sidewalk Permit No. 13 of 2004; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$2,000 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$2,000 be issued to Fintan Cooke Construction, 97 Holly Hills Drive, Somers Point, New Jersey 08244; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 360

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 12-2004 FOR 214 ASHLAND AVENUE**

**WHEREAS**, Fintan Cooke Construction posted a surety in the sum of \$4,000 for Curb and Sidewalk Permit No. 12 of 2004; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$4,000 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$4,000 be issued to Fintan Cooke Construction, 97 Holly Hills Drive, Somers Point, New Jersey 08244; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 361

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 10-2006 FOR 101 IOWA AVENUE**

WHEREAS, Jyra, LLC posted Irrevocable Letter of Credit No. 20001966140 in the sum of \$4,000 for Curb and Sidewalk Permit No. 10 of 2006; and

WHEREAS, the project is complete and has been inspected by the Township Engineer; and

WHEREAS, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the letter of credit in the sum of \$4,000 is hereby authorized to be released to Jyra, LLC, 8003 Lagoon Drive, Margate, New Jersey 08401.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 362

2014

**RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 9-2013 FOR 2514 IVINS AVENUE**

**WHEREAS**, Dzianis Makareika posted a surety in the sum of \$500 for Curb and Sidewalk Permit No. 9 of 2013; and

**WHEREAS**, the project is complete and has been inspected by the Township Engineer; and

**WHEREAS**, the Engineer has recommended that inasmuch as all the project requirements have been met, the surety may be released and no maintenance guaranty will be required;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the surety in the sum of \$500 is hereby authorized to be released; and

**BE IT FURTHER RESOLVED**, that a refund in the sum of \$500 be issued to Dzianis Makareika, 5500 Atlantic Avenue, Apartment 6, Wildwood Crest, New Jersey 08260; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the check to accomplish the refund authorized.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 363

2014

## RESOLUTION AUTHORIZING REFUND OF OVERPAID TAXES

**BE IT RESOLVED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that refunds for overpaid taxes pursuant to the attached are hereby authorized; and

**BE IT FURTHER RESOLVED**, that the Township Treasurer and other appropriate officials be and they are herewith authorized to sign the checks to accomplish the refunds authorized.

Dated: August 20, 2014

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

*Attachment: Exhibit A*

## Egg Harbor Township

## Resolution No.363

BLOCK/LOT	NAME/ADDRESS	REASON	YEAR	AMOUNT
6402/76 6402/89	Max Gurwicz 7 Son Inc. 331 Tilton Road Northfield, New Jersey 08225	Overpayment 3 <sup>rd</sup> Quarter	2014	\$163.14
5202/1.10	Avenue 365-Multi State Escrow Account 401 Plymouth Road Suite 550 Plymouth Meeting, PA 19462	Overpayment 3 <sup>rd</sup> Quarter	2014	\$249.67
Various	CoreLogic Real Estate Tax Service P.O. Box 961250 Fort Worth, TX 76161-9887	Overpayment 3 <sup>rd</sup> Quarter	2014	\$14,443.41
5202/1.10	Lereta Attn: Central Refunds 1123 Parkview Drive Covina, CA 91724	Overpayment 3 <sup>rd</sup> Quarter	2014	\$1,835.94
2118/15 C0658	London Court II, Inc. 331 Tilton Road Northfield, New Jersey 08225	Overpayment 3 <sup>rd</sup> Quarter	2014	\$131.03
4203/3	CoreLogic Real Estate Tax Service P.O. Box 961250 Fort Worth, TX 76161-9887	Overpayment 3 <sup>rd</sup> Quarter	2014	\$832.61
2201/15 C0383	Wells Fargo Real Estate Tax Service, LLC Attn: Financial Support Unit Region #1 1 Home Campus MAC X 230 Des Moines, IA 50328-0001	Overpayment 3 <sup>rd</sup> Quarter	2014	\$421.11
<b>TOTAL:</b>				<b>\$18,076.91</b>

# Egg Harbor Township

Resolution No. 364

2014

**RESOLUTION APPOINTING PAT NATICCHIONE AS ZONING OFFICER**

**BE IT RESOLVED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that Pat Naticchione is hereby appointed as Zoning Officer, effective September 1, 2014

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 365

2014

## RESOLUTION APPOINTING MEMBERS TO THE RECREATION COMMISSION

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following persons are hereby appointed to the Recreation Commission for the terms as indicated:

Member	Position	Term
William Warrell (Filling unexpired term of Dennis Hiller)	Regular Member	5/18/10-5/18/15
Maryann McComb (Filling unexpired term of William Warrell)	Alternate I	5/19/14-5/18/16
Justin Riggs (Filling unexpired term of Maryann McComb)	Alternate II	5/16/13-5/18/15

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 366

2014

**RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE DEVELOPER'S AGREEMENT ENTERED INTO WITH RENEWABLE JERSEY AT EGG HARBOR, LLC ON MAY 21, 2013**

**WHEREAS**, Renewable Jersey at Egg Harbor, LLC (hereinafter the "Developer") and the Township of Egg Harbor (hereinafter the "Township"), entered into a Developer's Agreement on May 21, 2013, attached hereto as Exhibit A (hereinafter the "Agreement"), which contemplated a total of 144 units to be constructed in two phases, consisting of a first phase of 84 total units and a second phase of 60 total units (hereinafter the "Project"), on the existing Clarion Hotel site, which is located within the Township, and is comprised of Block 2118, Lots 5 and 11 on the Township's official Tax Map; and

**WHEREAS**, at the Developer's request, on December 3, 2013, the Developer and the Township entered into a First Amendment to the Agreement to increase the number of units in the first phase to 103 units, and to decrease the number of units in the second phase to 41 units; and

**WHEREAS**, due to financing issues, the Developer wishes to return to the original Project, which contemplated a total of 144 units to be constructed in two phases, consisting of a first phase of 84 total units and a second phase of 60 total units; and

**WHEREAS**, the Township is amenable to the change provided that the Township is able to apply all credits from the Project to what the Township anticipates will be a fair share capped at 1,000 units; and

**WHEREAS**, all affordable units contemplated by the Agreement as amended by the Second Amendment to the Agreement will be constructed pursuant to Council on Affordable Housing (hereinafter "COAH") regulations (N.J.A.C. 5:97-1.1, et seq.), Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.), and all other applicable guidelines; and

**WHEREAS**, the Developer and the Township's professionals have approved the language of the Second Amendment to the Agreement, which is attached hereto as Exhibit B; and

**WHEREAS**, the Township is willing to enter into the attached Second Amendment to the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Egg Harbor Township Committee (hereinafter the "Committee") that:

- (1) The Township Committee finds and determines that the proposed Project, as contemplated by the Agreement as amended by the attached Second Amendment to the Agreement, will help the Township meet a fair share that is anticipated to be increased above 1,000 units after COAH adopts new round three regulations and then capped at 1,000 units.
- (2) The Township Committee hereby authorizes and directs the Mayor of Egg Harbor Township to execute, on behalf of the Township, a Second Amendment to the original Developer's Agreement entered into on May 21, 2013. Said Second Amendment is attached hereto as Exhibit B.
- (3) This resolution shall take effect immediately.

Dated: August 20, 2014

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James J. McCullough, Mayor

I, \_\_\_\_\_, Township Clerk of the Township of Egg Harbor, do hereby certify that the above is a true copy of a resolution adopted by the Township Committee at a meeting held on \_\_\_\_\_, 2014.

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Eileen M. Tedesco, RMC  
Township Clerk

RECEIVED MAY 31 2013

**Developer's Agreement  
by and between  
The Township of Egg Harbor**

**And**

**Renewable Jersey At Egg Harbor, LLC**

**DEVELOPER'S AGREEMENT BY AND BETWEEN THE TOWNSHIP OF EGG HARBOR AND THE TOWNSHIP OF EGG HARBOR PLANNING BOARD AND RENEWABLE JERSEY AT EGG HARBOR, LLC AS DEVELOPER**

THIS AGREEMENT ("Agreement") made this 21<sup>st</sup> day of MAY, 2013 by and between

**The Township of Egg Harbor**, a municipal corporation of the State of New Jersey, County of Atlantic, having an address at 3515 Bargaintown Road, Egg Harbor, New Jersey 08234 (hereinafter the "Township");

And

**Renewable Jersey At Egg Harbor, LLC**, having an address at 407 Pennington Titusville Road, Titusville, NJ 08560 (hereinafter the "Developer").

Collectively, the Township and the Developer shall be referred to as the "Parties."

**WHEREAS**, pursuant to the Municipal Land Use Law N.J.S.A. 40:55D – et seq. (the "MLUL"), the Planning Board is obligated to prepare and adopt a Master Plan which includes a "Housing Element" in furtherance of the MLUL, the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), the New Jersey Constitution, and the mandates of the Supreme Court's decisions in Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151, appeal dismissed and cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975)(herein referred to as Mount Laurel I) and Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 N.J. 158 (1983) (herein referred to as Mount Laurel II); and

**WHEREAS**, pursuant to Mount Laurel I, Mount Laurel II, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "FHA") and the New Jersey Constitution, Egg Harbor Township is obligated by law to create a realistic opportunity for the provision of affordable housing (hereinafter, the requirements of the New Jersey Constitution, as set forth by the Supreme Court's in Mount Laurel I and its progeny and as set forth in the FHA, regulations adopted to implement same and related laws shall collectively be referred to as Egg Harbor Township's "Mount Laurel Obligation"); and

**WHEREAS**, to regulate the Mount Laurel doctrine, the Council on Affordable Housing ("COAH") adopted first round regulations in 1986, second round regulations in 1993 and a first iteration of third round regulations in 2004; and

**WHEREAS**, in 2007 the Appellate Division invalidated the first iteration of COAH's round three regulations in In re Adoption of N.J.A.C. 5:94 and 5:95 By New Jersey Council On Affordable Housing, 390 N.J.Super. 1 (App. Div.), certif. denied, 192 N.J. 72 (2007); and

**WHEREAS**, in response to this decision, COAH promulgated the second iteration of round three regulations in September and October of 2008, which required municipalities to file a round three affordable housing plan for review and approval by December 31, 2008. See N.J.A.C. 5:97-1.1 et seq.; and

**WHEREAS**, pursuant to these 2008 regulations, COAH assigned Egg Harbor Township a 2,033 obligation consisting of a rehabilitation obligation of 100 units, a prior round affordable housing obligation of 763 units and a third round growth share obligation of 1,170 units; and

**WHEREAS**, the 2008 regulations allow a municipality to cap its "growth share" obligation at 1,000 units (see N.J.A.C. 5:97-5.8); and

**WHEREAS**, accordingly, the Township reduced its growth share number from 1,170 to 1,000, and

**WHEREAS**, the Township challenged these regulations in the Appellate Division arguing that they violated the "1,000 unit cap" established by the Legislature in N.J.S.A. 52:27D-307 in that the 1,000 unit cap should not apply just to the growth share component of the Township's fair share, but should apply to the Township's entire fair share obligation of 2,033 units; and

**WHEREAS**, the Township complied with the December 31, 2008 deadline established by the 2008 regulations, and filed an adopted and endorsed Housing Element and Fair Share Plan on December 30, 2008 with both the Court and its Special Master, Philip B. Caton, P.P., F.A.I.C.P. for review and approval; and

**WHEREAS**, on March 4, 2009, the Court entered an immunity order to protect the Township and its Planning Board from all Mount Laurel lawsuits during the review and approval process; and

**WHEREAS**, before the Court made a determination as to whether or not the Township's 2008 affordable housing plan complied with COAH's 2008 round three regulations, the Appellate Division invalidated those regulations in a case entitled, In Re the Adoption of 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J.Super. 462 (App. Div. 2010); and

**WHEREAS**, under Court supervision, and while it awaits new third round regulations from COAH, the Township is still working on perfecting various components of its 2008 Affordable Housing Plan, and is also looking for additional projects that will provide affordable housing to address what the Township anticipates will be at least a 1,000 unit obligation after COAH promulgates new round three regulations; and

**WHEREAS**, after an initial project contemplated by the Developer and the Township to produce veteran's affordable housing did not come to pass, the Township and the Developer have decided instead to utilize an existing Zoning Board approval to convert portions of the Clarion Hotel located on 6821 Black Horse Pike (Block 2118, Lots 5 and 11)(hereinafter the "Property") so that the building will provide approximately one hundred forty-four (144) rental units affordable to low and moderate income households (hereinafter the "Project"); and

**WHEREAS**, while the Property is located in the Regional Commercial Development ("RCD") district of the Township, where multi-family developments are not a permitted use, the

Township's Zoning Board issued a "D" variance on March 6, 2006 for an application to convert the existing 200 unit Clarion Hotel into a 192 unit age restricted project; and

**WHEREAS**, on January 4, 2010, the Zoning Board approved an application to switch the project to a family rental project under P.L. 2009, c.82 (hereinafter the "Conversion Act"), and the total number of units was increased from 192 units to 213 units, with a required 20 percent affordable housing set-aside of 43 units; and

**WHEREAS**, on March 5, 2012, the approval was administratively amended to reduce the project from 213 units down to 199 units, with a required 20 percent affordable housing set-aside of 40 units; and

**WHEREAS**, to facilitate the Project contemplated by this Agreement, the Township will make an additional Administrative Amendment to change the Project from a 199 unit project, to a one hundred percent affordable 144 unit project to be constructed in two phases as two condominium units with the first condominium unit consisting of eighty-four (84) units and the second condominium unit consisting of sixty (60) units; and

**WHEREAS**, the Developer has represented to the Township that it will ensure that each of the affordable units in the Project will be affordable to the region's low and moderate income households and will be creditworthy units and will remain creditworthy units to enable the Township to use such units towards satisfaction of its Mount Laurel affordable housing obligations; and

**WHEREAS**, the Township has determined that the Project, in compliance with the requirements of COAH and the implementation of the required affordability controls, will also assist the Township in satisfying its affordable housing obligations; and

**WHEREAS**, the Township and the Developer have agreed to enter into this comprehensive Development Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties; and

**WHEREAS**, the Developer agrees to implement the Project in accordance with the relevant terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

#### **ARTICLE I - PURPOSE**

1.1 The purpose of this Agreement is to create a realistic opportunity for the creation of 144 affordable family rental units via the conversion of the existing Clarion Hotel located at 6821 Black Horse Pike (Block 2118, Lots 5 and 11).

1.2 The project will consist of two phases, with the first phase or first condominium unit consisting of 84 affordable family rental units and the second phase or second condominium unit consisting of 60 affordable family rental units.

## ARTICLE II - BASIC TERMS

2.1 **The "Subject Property":** The subject Property is a 13.7 acre site located at 6821 Black Horse Pike and is identified on the Township's tax map as Block 2118, Lots 5 and 11.

2.2 **The "Project":** The Property will be converted into a condominium consisting of two condominium units and common elements. The first condominium unit will be the subject of the current tax credit application and consists of the adaptive reuse and conversion of the hotel building into eighty-four (84) residential units (all located on floors 3-6). The balance of the hotel (floors 1 and 2) will be used either as all common area associated with the residential use or consistent with the existing approvals for hotel, medical offices, retail and restaurant. It is anticipated that this first phase will receive administrative approval before May 31, 2013. The first condominium unit will contain sixteen (16) one-bedroom units, forty-three (43) two-bedroom units and twenty-five (25) three-bedroom units. All units will be income restricted to the standards required for credit-worthiness toward Egg Harbor Township's affordable housing obligations, with fifty percent (50%) of the units restricted to sixty percent (60%) of the median area income and below, forty percent (40%) of the units restricted to fifty (50%) of the median area income and below, and ten percent (10%) of the units restricted to thirty percent (30%) of the area median area and below. The second condominium unit will consist of the Convention Center and land adjacent to the Convention Center site, all of which is located on the Subject Property, (to be the subject of a future tax credit application) for an expected total of sixty (60) units of multi-family housing. It is anticipated that the developer will submit a site plan application for this phase or the second condominium unit within ninety (90) days of receiving a tax credit reservation for the first phase or first condominium unit. The common elements of the condominium shall include the lands, other than the land included in the second condominium unit, the parking lot and parking spaces and all improvements to the land. The individual parking spaces shall be limited common elements that shall be assigned to each unit in the condominium.

## ARTICLE III - DEVELOPER'S OBLIGATIONS

3.1 **Obligations to develop Subject Property In Accordance With Various Requirements:** The Developer agrees, at its sole cost and expense, to develop the Subject Property in accordance with (a) the January 4, 2010 Zoning Board Approval which is attached hereto as Exhibit A; (b) an Administrative Amendment to the January 4, 2010 Zoning Board Approval that the parties will endeavor to complete by May 31, 2013 concerning the 84 affordable units for the first condominium project phase (c) any other applicable governmental approvals, and (d) the terms and conditions of this Agreement.

3.2 **Obligation to Apply For an Administrative Amendment to the Zoning Board Approval:** No later than May 14, 2013, the Developer shall submit a complete application for an Administrative Approval to the January 4, 2010 Zoning Board Approval to permit the

provision of 84 affordable units within the current structure on the site. In addition, the Developer shall file a complete application for site plan approval for an additional 60 units within 90 days of receiving tax credit approval of the first condominium project phase consisting of 84 affordable units.

**3.3 Obligations To Develop In Accordance With Local Planning Approval:** Developer shall be obligated to obtain all necessary governmental approvals which shall be acquired before commencement of construction on the Project. Developer agrees that all approvals shall be subject to full satisfaction of the terms and requirements of this Agreement.

**3.4 Obligation to Provide Creditworthy Units And Maintain the Creditworthiness of the Units:** The Developer shall ensure that the Project results in the construction of one hundred and forty-four ("144") creditworthy units, to be constructed in two phases with the first condominium unit containing eighty-four (84) units and the second condominium unit containing sixty (60) units (plus any applicable bonus credits), to be used by the Township in addressing its current and/or future Mount Laurel affordable housing obligations. Developer shall ensure that all units constructed on the Subject Property shall comply and comport with all applicable regulations, including but not limited to COAH regulations (N.J.A.C. 5:97-1.1 et seq.), the Uniform Housing Affordability Controls ("UHAC")(N.J.A.C. 5:80-26.1 et seq.) regulations, and such other regulations as may apply. The Parties acknowledge that these regulations address, among other things, bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, marketing requirements, screening requirements, re-rental requirements and deed restriction requirements. Developer shall have an obligation to maintain the creditworthiness of the units. In addition, the Parties agree that all of the affordable units in the project will be restricted as follows: Fifty percent ("50%") moderate, forty percent ("40%") low and ten percent ("10%") very low.

**3.5 Obligation To Bear All Expenses Associated With Creating and Maintaining Creditworthy Units.** The Township shall have no financial obligations under this provision to assure the creditworthiness of the units, and all associated expenses shall be solely borne by the Developer, its successors, or assigns.

**3.6 Obligation To Cooperate With the Township in its Efforts To Monitor the Units:** The Parties acknowledge that the Township may have the obligation from time to time to generate information necessary to demonstrate the creditworthiness of the units. Developer will cooperate with the Township all monitoring and reporting requirements. All monitoring and reporting expenses shall be paid for by the Township.

**3.7 Obligation to Properly Deed Restrict The Units:** The Project will be deed restricted for a minimum of thirty ("30") years as affordable housing so that all the units therein will qualify for affordable housing credits towards the Township's affordable housing obligations. The Developer will retain an Administrative Agent, and will work with the Township's special Mount Laurel counsel, to ensure that the deed restriction satisfies COAH and UHAC regulation requirements. The deed restriction, along with this Agreement, shall be recorded with Atlantic County. The Developer shall be responsible for all costs associated with retaining an Administrative Agent in conjunction with this Project, and said Administrative

Agent shall be responsible for providing the Township with all information that it or other governmental entities may require.

**3.8 Obligation To Develop Subject Property In Accordance With A Specific Schedule:** The Project Schedule as set forth in attached Exhibit B shall control the progress and completion of the Project and Developer shall adhere to the Project Schedule subject only to relief resulting from the occurrence of an uncontrollable circumstance, such as an act of God (lightning, blizzards, hurricane, etc.), man-made disasters (an explosion, nuclear radiation, etc.), a Federal or State court order, a delay caused by not getting a governmental approval, or a strike or similar labor action. If the Developer fails to meet the Project Schedule or determines at any time that it will fail to meet the Project Schedule, Developer shall promptly provide notice to the Township stating: (a) the reason for the failure to complete the applicable task, (b) the proposed method for correcting such failure, (c) a schedule for completing such task, and (d) the method or methods by which the Developer proposes to achieve subsequent tasks by the relevant date in the Project Schedule. This Section shall not in any way limit the rights of the Township under any other relevant sections of this Agreement.

**3.9 Obligation to Provide Infrastructure and Other Improvements:** Except as set forth in Section 4.7 and 4.8 below, Developer will design and construct all infrastructure and other improvements necessitated by the Project in a workmanlike manner and in accordance with all applicable laws and regulations, including all New Jersey Residential Site Improvement Standards ("RSIS") requirements, as well as all applicable requirements of the Zoning Board Approval, attached hereto as Exhibit A, and the Administrative Amendment, which the parties will seek to achieve by May 31, 2013. Developer acknowledges that such infrastructure improvements may include, but are not limited to, road improvements, parking improvements, walkways, storm water facilities, sidewalks, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television/internet cable lines and other utilities. The Developer agrees that it is solely responsible to undertake the appropriate measure to negotiate with, acquire, relocate or otherwise address the existence of these utilities and infrastructure or other improvements and easements therefore, in order to complete the Project as provided by this Agreement.

**3.10 Obligation to Enter PILOT Agreement At Specific Rate:** The Developer's obligations contained in this Agreement are expressly conditioned upon the execution of a mutually acceptable Agreement for Payment in Lieu of Taxes substantially in the form attached hereto as Exhibit C (hereinafter "PILOT"), providing for ten percent (10%) of the Project's revenue as a payment in lieu of taxes pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.)(the "HMFA Law") with the approval of the New Jersey Housing and Mortgage Finance Agency, as required by N.J.S.A. 55:14K-37 or other New Jersey law that authorizes the PILOT agreement with respect to the Project. The negotiation and execution of such PILOT shall be completed in accordance with the Project Schedule set forth in Exhibit B.

**3.11 Obligation To Obtain A Certificate of Completion:** The Developer shall be responsible to obtain, from the Township, a Certificate of Completion as set forth *infra* in Section 4.6

**3.12 Obligation Not To Suspend, Discontinue or Terminate Work:** Once Developer commences the Project, Developer shall not suspend or discontinue its performance of its obligations under this Agreement or terminate this Agreement (other than in the manner provided for herein) for any reason other than an uncontrollable circumstance (as defined *supra* in Section 3.8), but only to the extent and for the period of time that such performance is limited or prevented as a direct result of such occurrence and subject to such time as Developer may reasonably require to re-commence its development activities.

**3.13 Obligation To Lease Units In Manner That Maintains Their Creditworthiness:** Notwithstanding the foregoing, Developer, including its successors and assigns shall have the continuing responsibility to lease the units in accordance with applicable Federal, State, and local laws for at least thirty (30) years and maintain the Mount Laurel creditworthiness of the units. In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.

**3.14 Obligation to Obtain Site Control:** The Developer has site control of the subject Property from the current property owner prior to the Parties entering into this Agreement.

#### **ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP**

**4.1 Obligation of Township to Appoint Renewable Jersey at Egg Harbor, LLC as the Developer of the Subject Property:** Renewable Jersey at Egg Harbor, LLC is hereby designated as Developer of the Project Site and shall have the exclusive right to develop and implement the Project in accordance with the terms and conditions of this Agreement for a period of three (3) years from the date hereof, which the Township may extend for three years in one year intervals, based upon the Township's exercise of reasonable discretion which shall be based upon Developer's demonstration that it is diligently proceeding with development of the phase two condominium unit and has a reasonable prospect of securing the funding it needs. Developer may not assign or transfer these rights or responsibilities without the prior written authorization of the Township.

**4.2 Obligation to Provide A PILOT:** Subject to appropriate notice to the public and the public's opportunity to be heard, and consistent with Section 3.10, the Township shall execute an Agreement for Payment in Lieu of Taxes substantially in the form attached hereto as Exhibit C.

**4.3 Acknowledgement of Obligation to Approve an Administrative Amendment to the Zoning Board Approval:** The Parties acknowledge the Township will make all reasonable efforts to review and approve an Administrative Amendment to the January 4, 2010 Zoning Board Approval, which is attached hereto as Exhibit A within fifteen (15) days of receipt of an application for such Administrative Amendment.

**4.4 Obligation to Pay Specified Fees:** The Township shall pay the Township-controlled Inspection Fee, Building Permit Fees and Recreation Fee. Specifically, the payment of said fees is limited to the cost of Township's "in-house personnel" and municipal permit fees. Any fees or costs associated with inspections, reviews undertaken or permits by outside professionals, consultants, or contractors to the Township will be paid by the Developer. The

Parties will cooperate to determine the value of such payments set forth in this Section and other sections of this Agreement with such total payment value to be made a part of the Developer's May 31, 2013 Tax Credit Application.

**4.5 Obligation to Assist Developer In Pursuing Tax Credits.** The Township shall adopt resolutions and take other appropriate actions to provide the support required to facilitate Developer's efforts to secure the funding from non-municipal sources necessary to assist the economic feasibility of the Project. The Township will work with the Developer in preparing an eligible and competitive tax credit application for a May 31, 2013 submission and, a tax credit submission for the second phase condominium project. The Parties acknowledge that to be competitive, the Developer will need to demonstrate that it has established site control, secured a Zoning Board approval and entered into a PILOT consistent with this Agreement. The Township shall have the right to satisfy its Mount Laurel obligations in an alternative fashion or with a different developer if Developer fails to secure adequate financing to develop the Project within three years from the date hereof and such extensions thereof as the Township permits as per Section 4.1 *supra*.

**4.6 Obligation to Provide a Certificate of Completion Upon Satisfaction of Responsibilities.** The Township shall issue a certificate ("Certificate of Completion") in recordable form to Developer upon (i) the completion of the Project and satisfaction of its responsibilities under this Agreement, (ii) the obtaining of a Certificate of Occupancy, temporary or permanent, and proof that all labor, services, materials and supplies used in connection thereto have been paid for (or, if disputed, bonded for), and (iii) the issuance of an appropriate certification from an architect in a form deemed acceptable to the appropriate Township professional that the Project has been completed.

**4.7 Obligation to Provide Sewer and Water lines to the Perimeter of the Property:** In the event that water and sewer mains are not located adjacent to the Subject Property, the Township shall be responsible for and will contribute the costs associated with extending water and sewer service to the Subject Property provided that there is sufficient Affordable Housing Trust Fund monies to pay for these costs.

**4.8 Obligation to Pay Cost of Connection Fee:** The Township agrees to pay as a contribution the Egg Harbor Township Municipal Utilities Authority connection fee on behalf of the Developer to assist in offsetting the development cost of the project provided that there is sufficient Affordable Housing Trust Fund monies to pay for these costs.

**4.9 Obligation to Include Property To West Atlantic City Redevelopment Area.** Subject to Developer's payment of all reasonable expenses associated therewith, the Township shall adopt a resolution including the Property in the West Atlantic City Redevelopment Area under N.J.S.A. 40A:12A-5 in full satisfaction of its obligations in the paragraph.

#### **ARTICLE V – COURT APPROVAL OF AGREEMENT**

**5.1 Court Approval of the Agreement:** Within four weeks of the execution of this Agreement by all Parties, the Parties shall seek Court approval of same via a Consent Order

agreed to and signed by all Parties. The Parties will endeavor to secure Court approval no later than June 30, 2013.

#### **ARTICLE VI – AFFORDABLE HOUSING CREDITS**

6.1 **Application Of Affordable Housing Credits:** The Parties agree that the Township, subject to approval by the Court, shall be permitted to count the affordable housing credits that will be generated from the construction of the units contemplated by this Agreement to what is anticipated to be at least a 1,000-unit obligation once new Round Three regulations are promulgated and adopted by COAH. The Township shall not be able under any circumstances to seek affordable housing credits from these units unless and until there is a firm and irrevocable commitment for all necessary sources of financing for the project from public and private sources. The Township can demonstrate this firm and irrevocable commitment through at least one of the following two mechanisms: (i) a resolution of intent to bond as necessary as that concept has been applied in applicable COAH regulations; and (ii) through Developer's demonstration that it has secured all requisite funding. Developer agrees to supply the Township all documents that may be reasonably necessary to show that it has secured the requisite funding.

6.2 **Rental Bonuses:** Once the affordable rental units contemplated by this agreement are constructed, the Parties agree that, subject to approval by the Court, those units shall be eligible for two for one rental bonuses to be applied to a prior round obligation, subject only to the rental bonus cap applicable to prior round obligations and Developer's fulfillment of its obligation to maintain the creditworthiness of the units.

6.3 **An Essential and Non-Severable Condition of this Agreement:** The Parties hereto agree that an essential and non-severable condition of this Agreement is that any order issued by the Court approving this Agreement must include the following provision: "The Township shall be entitled, at its exclusive discretion, to count the credits that will be generated from the construction of the affordable units contemplated by the Agreement to what is anticipated to be a fair share of at least a 1,000-units for the rehab, prior round obligation and round three obligations once round three obligations are imposed." This agreement is further subject to an essential and non-severable condition of the Consent Order providing that, "The Township shall be entitled (a) to obtain rental bonuses for the units, once the units are constructed, subject only to the rental bonus cap applicable to prior round obligations and Developer's fulfillment of its obligation to maintain the creditworthiness of the units, and (b) to apply those rental bonuses to what is anticipated to be at least 1,000-unit obligation once round three obligations are imposed. "

#### **ARTICLE VII – COOPERATION AND COMPLIANCE**

7.1 **Implementation of Agreement:** The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Township's obligation to cooperate shall be further conditioned upon the Developer paying and maintaining current real estate taxes and ultimately the PILOT. Furthermore, the Township's

cooperation shall be conditioned upon the Township being able to provide such cooperation with municipal employees. If the Township must utilize the services of outside professionals to cooperate, the cooperation is contingent upon Developer bearing those costs and expenses. Prior to the Township taking any action that would subject the Developer to any additional cost or expense under this section, the Township shall provide the Developer with an estimate of such costs, and obtain Developer's written approval. If such approval is rejected, the Township will be under no obligation to cooperate.

**7.2 Project Progress Meetings:** Developer shall submit quarterly status reports to Township and the Court Master in writing. Township may require, in its sole discretion that Developer meet with Township to discuss project progress, on an as-needed basis.

**7.3 Enforcement of Agreement:** The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Agreement.

#### **ARTICLE VIII – NOTICES**

**8.1 Notices:** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

**TO DEVELOPER:**                   **Renewable Jersey at Egg Harbor, LLC**  
407 Pennington Titusville Road  
Titusville, NJ 08560  
Attention: John Bibeau  
Facsimile: (856) 299-7672

**WITH COPIES TO:**               **Ron Rukenstein**  
PO Box #1  
Titusville, NJ 08560  
Facsimile: (609) 730-8139

**Jack Plackter, Esq.**  
Fox Rothschild, LLP  
Midtown Building, Suite 400  
1301 Atlantic Ave.  
Atlantic City, NJ 08401-7212  
Facsimile: (609) 348-6834

**TO THE TOWNSHIP OF EGG HARBOR:**

**Eileen Tedesco**, Municipal Clerk  
3515 Bargaintown Road  
Egg Harbor Twp., NJ 08234  
Facsimile: (609) 926-4002

**Peter J. Miller**, Township Administrator  
3515 Bargaintown Road  
Egg Harbor Twp., NJ 08234  
Facsimile: (609) 926-4002

**WITH COPIES TO:** **Jeffrey R. Surenian, Esq.**, Special Counsel  
Jeffrey R. Surenian and Associates, LLC  
707 Union Avenue, Suite 301  
Brielle, New Jersey 08730  
Facsimile: (732) 612-3101

**AND TO:** **Marc Friedman, Esq.**, Township Attorney  
616 West Ocean Heights Avenue  
Linwood, New Jersey 08221  
Facsimile: (609) 601-0999

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

**ARTICLE IX – MISCELLANEOUS**

9.1 **Severability:** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

9.2 **Successors Bound:** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement.

9.3 **Governing Law:** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

9.4 **No Modification:** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

9.5 **Recording:** It is intended that this Agreement will be recorded in the Clerk's Office of Atlantic County by the Developer.

9.6 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

9.7 **Voluntary Agreement:** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

9.8 **Interpretation:** In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Developer and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

9.9 **Assignment:** None of the Parties may assign this Agreement without the written consent of the other Parties. Furthermore, the Developer may, upon advance notice to the Township, but without consent of Township, assign this Agreement to other existing or to be created entities that are owned or controlled by the Developer.

#### **ARTICLE X – TOWNSHIP TERMINATION RIGHTS**

10.1 **Additional Termination Rights of Township.** In addition to the rights and remedies set forth in this Agreement, the Township shall have the right to terminate this Agreement upon written notice to Developer, notwithstanding the occurrence of an uncontrollable circumstance as described above or an event of default as described below, if Developer has not commenced construction of the Project within two years of the time frames indicated in the Project Schedule attached hereto as Exhibit B, unless extended by the Parties and consistent with the time extension provisions and criteria of the Municipal Land Use Law at N.J.S.A. 40:55D-49.

#### **ARTICLE XI - EVENTS OF DEFAULT AND REMEDIES**

11.1 **Events of Default.** Any one or more of the following shall constitute an Event of Default hereunder, unless such event results from the occurrence of an uncontrollable circumstance as described above:

(a) Failure of the Developer or the Township to observe and perform any covenant, condition or agreement in this Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the Party of written notice from the other Party specifying the nature of such failure and requesting that such failure be remedied ("Default Notice"); provided

however that in the event any such default is not capable of being cured within said period, then provided that the defaulting Party has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

(b) The Developer shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Developer; (iii) the Developer (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Developer has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Developer shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Developer and shall not have been dismissed for a period of sixty (60) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Developer under the Bankruptcy Code; or (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Developer by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Developer or a substantial part of its assets and such order, judgment or decree shall have continued un-stayed and in effect for any period of sixty (60) consecutive days.

(c) The Developer shall fail to satisfy its obligations with respect to the timely construction of the Project in accordance with this Agreement or the Project Schedule, following the issuance of any Governmental Approvals required to do so, or shall abandon or substantially suspend construction work, and any such failure, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after receipt of the Default Notice from the Township, provided, however, if the default or violation is one which cannot be completely remedied within ninety (90) days after receipt of the Default Notice, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same and the default is fully remedied not later than one hundred forty-five (145) days after mailing of the Default Notice.

(d) The Developer shall otherwise default in or violate its obligations with respect to the Project Schedule and any such default or violation shall not be cured, ended, or remedied within thirty (30) days after receipt of the Default Notice from the Township; provided however that in the event any such default is not capable of being cured within said period, then provided that Developer has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

(e) The Developer or any successor Developer shall fail to pay any real estate taxes or assessments on any real property or any part thereof owned by it in the Township when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and within thirty (30) days after written demand by Township to do so, such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Township made for

such payment, removal, or discharge, including but not limited to the provision of a surety bond satisfactory to the Township.

(f) The Developer or any successor Developer shall fail to pay the PILOT.

(g) The occurrence of any action or inaction by the Developer which nullifies, terminates, delays or endangers COAH compliance for any of the residential units within the Project or the Township's entitlement to credits and rental bonuses for all of the 144 units contemplated by this Agreement and any such default, nullification, termination, delay, endangerment or violation shall not be cured, ended, or remedied within thirty (30) days after receipt of the Default Notice from the Township; provided however that in the event any such default is not capable of being cured within said period, then provided that Developer has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

(h) The Developer shall implement a Transfer in violation of this Agreement.

#### **11.2 Remedies Upon Event of Default:**

(a) Termination or Institution of Lawsuit. In the event of an Event of Default by any Party hereto, the non-defaulting Party shall provide notice of the default to the other Party. The Party accused of default shall have 30 days either to agree or dispute the claim of default. If the Party accused of default disputes the default, then the non-defaulting Party may terminate this Agreement upon a final un-appealable judgment of a Court having jurisdiction over this matter and/or may institute whatever action, at law or in equity, it may deem desirable, including the seeking of damages.

(b) Additional Remedies in the Event of Default. In the event of an Event of Default, in addition to the right to terminate the Agreement, the Township may implement any or all of the following remedies:

(i) Suspension of cooperation with Developer pursuant to the terms of this Agreement;

(ii) Suspension of the review and/or approval process of any application or submission related to any Governmental Approvals;

(c) Additional Remedies of the Township in the Event of Termination of the Agreement. In the event that this Agreement is terminated by the Township, the Developer's designation as the Developer of the Project shall in that event automatically terminate.

**11.3 No Waiver of Rights and Remedies by Delay:** Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved Party of such rights or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights while it is still possible to resolve the problems created by the default involved. Nor shall any waiver in fact made by the

aggrieved Party with respect to any specific default by the defaulting Party under this Agreement be considered or treated as a waiver of the rights of the aggrieved Party with respect to any other defaults by the defaulting Party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

**ARTICLE XII - EXHIBITS AND SCHEDULES**

12.1 **Schedules:** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

**ARTICLE XIII - ENTIRE AGREEMENT**

13.1 **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

**ARTICLE XIV - CONFLICT OF INTEREST**

14.1 **Conflict of Interest:** No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

**ARTICLE XV - EFFECTIVE DATE**

15.1 **Effective Date:** Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals where applicable) affixed and attested to this \_\_\_\_ day of \_\_\_\_\_, 2013.

Witness/Attest:

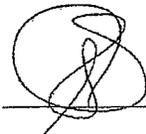
  
\_\_\_\_\_

Dated: May 13, 2013

Renewable Jersey At Egg Harbor, LLC

By:   
\_\_\_\_\_   
John Bibeau, Member

Witness/Attest:

  
\_\_\_\_\_

Renewable Jersey At Egg Harbor, LLC

By:   
\_\_\_\_\_

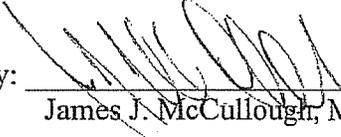
Ronald Rukenstein, Member/Manager

Dated: May 13, 2013

Witness/Attest:

Township of Egg Harbor

Eileen M. Tedesco RMC

By:   
James J. McCullough, Mayor

Dated: 5/21, 2013

**EXHIBIT A**

**Zoning Board Approval**

TOWNSHIP OF EGG HARBOR ZONING BOARD OF ADJUSTMENT  
DECISION AND RESOLUTION NO. V 1405/SPPF2205

RE: Trocki Hotels, LP

Application for: Conversion from Age Restricted  
to Multi Family  
D Variance Relief  
C Variance Relief and  
and Checklist Waivers

6821 Blackhorse Pike  
Block 2118  
Lot 5 & 11

HEARING DATES: October 26, 2009, and December 7, 2009

THIS MATTER having been heard by the Zoning Board of Adjustment of the Township of Egg Harbor on October 26, 2009, and December 8, 2009 at duly scheduled meetings at Township Hall, Township of Egg Harbor, New Jersey, and a hearing having been conducted with a quorum present on the application as submitted by Salvatore Perillo, Esquire, attorney for applicant; and

WHEREAS, the applicant is requesting of the Zoning Board of Adjustment, a conversion from age restricted housing to multi-family housing pursuant to N.J.S.A. 45:23A et seq., variance relief pursuant to N.J.S.A. 40:55D-70d, flexible "c" variances for parking pursuant to N.J.S.A. 40:55D-70c(1) and (2) and checklist waivers to allow for the conversion of a hotel and accessory facilities which had been previously granted variance relief to be converted to an age-restricted development to be converted to a multi-family development on a property designated on the Egg Harbor Township Tax Map at Block 2118, Lots 5 and 11, which is located in the Regional Commercial Development (RCD) District where multi-family developments are not a permitted use; and

WHEREAS, the applicant was represented by Salvatore Perillo, Esquire who presented testimony on behalf of the applicant by William McManus, P.L.S., P.P., Gary Mednick, AIA, Jennifer Marandino, PE and Dr. Ira Trocki as the principal of the of the applicant; and

*John D. ...*  
*FF, D. ...*  
*300*  
*READ*  
*CONTR*  
*mu*  
*T.A.*

WHEREAS, the Board found that all jurisdictional requirements have been met and required public notice of this application has been provided; and

WHEREAS, as part of the official record, the Board accepted the following exhibits proffered by the applicant:

- Exhibit A1: Cover Sheet dated 7/22/05 rev. 9/1/09
- Exhibit A2: Site Plan dated 7/22/05 rev. 10/15/09
- Exhibit A3: Architectural Plan of the Proposed Units Footprint
- Exhibit A4: Interior renovations of ground floor
- Exhibit A5: Interior renovations of ground floor (ballroom area)
- Exhibit A6: Converted Development Plan with Parking last dated 7/28/09
- Exhibit A7: Plans prepared by Gary Mednick dated 11/16/09 3 pages

WHEREAS, the Board carefully considered the evidence presented by the applicant and made the following findings of fact and conclusion of laws, which are reflected in the record:

1. The Board finds that the property is located in RCD which is a Regional Commercial Development Zoning District.
2. The Board finds the applicant is proposing to allow for the conversion of a hotel and accessory facilities which had been previously granted variance relief to be converted to an age-restricted development to be converted to a multi-family development located on the property designated on the Egg Harbor Township Tax Map at Block 2118, Lots 5 and 11, which is located in the Regional Commercial Development (RCD) District where multi-family developments are not a permitted use. The subject property is located at 6821 Blackhorse Pike.
3. This application was brought before the Board on October 26, 2009, at which time the Board accepted the testimony of William McManus, a New Jersey Licensed Surveyor and Professional Planner, Gary Mednick, AIA, Jennifer Marandino, PE and Dr. Ira Trocki as the principal of the of the applicant.

4. Mr. Perillo advised the Board that the applicant desired to receive approval pursuant to a recently enacted State law to convert the existing hotel and accessory uses into a multi-family building.
5. Mr. McManus testified that the property is currently improved with the existing Clarion Hotel, a 213-unit hotel, restaurant and conference facility originally constructed in approximately 1986. The Applicant is seeking relief from the Zoning Board of Adjustment to excise a condition of approval which was previously imposed in connection with an approval for "d" variance relief and preliminary and final major site plan approval dated March 6, 2006. That approval permitted the Applicant to convert the existing Clarion Hotel into a 213-unit, age-restricted residence.
6. Mr. McManus further testified there has been a dramatic downturn in the hotel market. In addition, demand for age-restricted housing has declined precipitously as a result of the unparalleled economic recession our nation now faces. Because of these changed conditions, the applicant must explore other means of utilizing the existing improvement. The alternative is the demise of the Clarion Hotel facility. That result would not only diminish the value of the Clarion Hotel property, but also negatively impact property values in the neighborhood surrounding this property by deteriorating the well-being of the neighborhood and eventually causing visual blight. The solution is to use the provisions of a new State law to allow the conversion of the hotel into a multi-family housing development.
7. Mr. McManus also testified about the existing parking and why, based upon his study of comparable multi-family developments in Egg harbor Township, the existing parking would be adequate to meet the anticipated demand. He pointed out that under the new law, PL 2009, c. 82, the applicant is required to demonstrate that the site meets the State Residential Site Improvement Standards ("RSIS") parking standards. He pointed out that RSIS allows

alternate parking standards to be accepted if the applicant demonstrates that the proposed parking better reflects local conditions.

8. Mr. Mednick explained the architectural interior design of the building. The building, as was the case with the prior age restricted housing approval, would be a mix of efficiency, one and two bedroom units with the precise mix to be determined by the market.
9. Jenifer Marandino, the project Traffic Engineer, explained that under RSIS the required parking is determined by local conditions. She pointed to the study and testimony by Mr. McManus about the parking demand generated in other multi-family communities in Egg Harbor Township. She also testified about the standards contained in the ITE studies which, in her opinion, indicated that the anticipated parking demand would be able to be satisfied by the existing parking. She also pointed to the 20% credit provided for in Section 225-56(c) of the Zoning Ordinance, as local recognition of the need to be flexible in determining the parking demand of a development.
10. The following waivers were also requested by the applicant and Mr. McManus testified that all could be granted without any detriment to Egg Harbor Township's Zoning Ordinance and that the traditional site plan requirements were not applicable under the new conversion law:
  - A. Photograph taken from the opposite side of the street
  - B. Key map scale;
  - C. Survey datum;
  - D. Stormwater management calculations;
  - E. Existing and proposed elevations;
  - F. Landscape plan;
  - G. Lighting and signage plan;
  - H. Fiscal impact report;

I. A design waiver not to provide sidewalk along the Blackhorse Pike

11. At the conclusion of the hearing on October 26, 2009 several Board members requested that the applicant develop a phasing plan so that the Board and its consultants could evaluate the impact of the transition from a hotel to a multifamily property and its impact on parking. The application was then adjourned to December 7, 2009 and a public announcement to that effect was made obviating the need for any additional notice.
12. At the hearing on December 7, 2009 Mr. Perillo, on behalf of the applicant, explained that the minutes of the November 14, 2005 meeting reflect "Dr. Trocki is indicating that the units will be a mix of studio, efficiencies, one and two bedroom units." Dr. Trocki is also quoted as stating that "...he will run the facility as a hotel until it is fully converted and turned over completely." Dr. Trocki also indicated "the bar will remain open to the public." At the same meeting, Gary Mednick as the architect on the project "stated there will be three (3) type units. He indicated there will be suites, known as one and two, and an efficiency." The minutes for the January 23, 2006 meeting indicate that the applicant was now seeking approval for 213 units instead of the 192 originally requested. Mr. Mednick testified that the restaurant and lounge would remain and would be open to the general public. The resolution granting the approval in paragraph 7 refers to Dr. Trocki's testimony and indicates that "he stated that the mix of units would be efficiencies, one and two bedrooms...."
13. Mr. McManus testified about the phasing plan that the applicant was proposing. The plan provides for three phases. Phase One would be complete when the hotel has 100 units remaining and 100 apartments have been constructed and occupied. Phase One, based upon the 20% credit provided for in Section 225-56(c) of the Zoning Ordinance, would have adequate parking for the combined uses. Pursuant to the Ordinance, the applicant provided a "Shadow Parking Plan" which would provide the additional back up parking if, for any

reason, the existing parking was determined not to be adequate. Phase Two would be reached when 151 residential units were constructed and occupied. Phase Two, based upon a credit provided for in the Ordinance, would have sufficient existing on site parking. Once the hotel ceased to have 100 hotel rooms it would no longer be eligible for a liquor license and the bar would be discontinued. The final build out would occur when 213 residential units are constructed and occupied. At that point, 341 parking spaces would be required after the 20% credit is applied and 337 existing parking spaces are being provided plus the Shadow Parking. Under this Phasing Plan, the applicant is proposing 160 two bedroom units and 53 one bedroom units for a total of 373 bedrooms. The 2006 approval, as indicated above, showed a total of 213 units which would be a mix of efficiencies, one bedroom and two bedroom units with the ultimate mix being determined by market conditions. The prior approval left it up to the applicant to decide the mix of units. What is being proposed now is consistent with the prior approval.

14. Mr. McManus testified that the proposed Shadow Parking area, if constructed, would not adversely impact the percentage of impervious coverage since the zone allowed for 70% coverage and the applicant was proposing, if the Shadow Parking was constructed, approximately 35% coverage. He also testified about the other changes he made in the site plan to respond to the comments of the Board Planner and Engineer and incorporate their recommendations.

15. At this hearing the Board accepted the testimony of Gary Mednick, the project Architect, who explained the configuration of the first floor and how storage would be provided in the basement for bicycles and for possessions of the occupants. He also explained that there would not be any indoor pool or spa. The Board also accepted the testimony of Jennifer Marandino the Traffic Engineer for the project who testified that the proposed parking plan

was adequate to meet the parking demand for the development at each step of each phase. In addition the proposed Shadow Parking area would provide more than enough parking in the event the existing parking lot was determined to be inadequate.

16. Dr. Trocki testified on behalf of the applicant and, along with Mr. Mednick, explained how trash and recycling would be handled at the property. Dr. Trocki explained that whether units were sold as condominiums or rented would be driven by the market place. He also explained that he could not estimate how long the transition would take and that too would be determined by the market. Dr. Trocki also explained that it was possible that the transition could be temporarily or permanently suspended if it made economic sense to operate the property as both a hotel and a multi-family property. He explained that this kind of mixed use was becoming more and more common in hotel developments across the country. As a result of that testimony, Counsel for the Board advised that a "D" variance would be required for two principal uses.

17. Mr. McManus was recalled to testify concerning the "D" variance. He explained that the uses were compatible and the property was well designed to support the two uses. He testified that in 2006 when the property received a use variance approval for age restricted use, it also received a "D" variance for two principal uses. In his opinion, what was being proposed in this application was not materially different. He also testified concerning the negative and positive criteria indicating that in his opinion there was no detrimental impact to the zone scheme in light of the size of the property, approximately 13 acres, and its isolated location.

18. The Board Planner advised the Board that in his opinion he had no problem with the proposed parking since the applicant had incorporated the Shadow Parking plan. He also accepted what the Applicant had represented with regard to the history of the 2006

application and approval in that the approval did not specify a number of bedrooms or a mix of one and two bedroom units. Therefore, under the new conversion law, the Applicant had flexibility in determining what the appropriate mix of units would be.

19. The Board Engineer indicated that the Applicant in the revision to its plans had addressed all of the issues raised in his reports.
20. This approval is based upon the full and diligent adherence by the applicant to all representations made to the Board. Any failure of the applicant or the applicant's successors or assigns to fully adhere to all the provisions of this approval and all representations made by or on behalf of the applicant, directly or indirectly, in the hearing or in the application documents, may be deemed to be a material breach of this approval. Such a breach will constitute a violation of the Development Ordinance and the Township may remedy such violation by the withholding of building permits, certificates of occupancy, continuing certificates of occupancy, or any other permits, approval or certificates for the property which is the subject of this approval. In addition, the Township may seek the imposition of fines or penalties pursuant to the Township Zoning Ordinance or may pursue any other remedy available to it at law or in equity, including an action in the Superior Court to enjoin such violation or to compel performance or compliance.
21. The applicant shall comply with all federal, state and local laws, rules and regulations and shall obtain any and all other necessary government approvals required of this approval. If, as a result of the review by any other governmental agency there is any change in the approval by this Board, or any modification of any statement or representation made by or on behalf of the applicant, the applicant must notify the Board and the Board shall have the right to review that issue as it may relate to or impact this approval and the Board may modify or amend this approval as appropriate.

22. All references in this Decision and Resolution to the applicant shall, where appropriate for the context, also mean the applicant's successors or assigns. If any provision of this Decision and Resolution or the application thereof shall be held to be invalid or unenforceable to any extent, the remainder of this Decision and Resolution shall not be affected thereby and shall remain enforceable to the fullest extent of the law.

23. The Board further finds that the granting of the variances referenced above will advance the purposes of the Municipal Zoning Ordinance or the Municipal Land Use Act.

24. The Board finds the applicant's proposal is consistent with the intent of the Master Plan and Zoning Ordinance in light of the new conversion law.

25. The variances can be granted without substantial detriment to the public good.

WHEREAS, during the public portion of the October 26, 2009 and December 7, 2009 meetings were opened and closed with no one coming forward to testify in favor of or against the application; and

WHEREAS, the application and all accompanying documents are part of the official record to be relied upon by the Board; and

WHEREAS, the Board incorporated Zoning Board Planner's report dated November 24, 2009 and Zoning Board Engineer's report dated November 20, 2009; and

WHEREAS, the Board's opinions are deemed part of the resolution and official record and may be more fully found in the electronic tape of the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the ZONING BOARD OF ADJUSTMENT OF THE TOWNSHIP OF EGG HARBOR, does hereby grant, upon the following terms and conditions:

1. All bills associated with this application must be paid prior to the issuance of a Building Permit.

2. Applicant will address all applicable comments in Planner's report dated November 24, 2009.
3. Applicant will address all applicable comments in Engineer's report dated November 20, 2009.
4. The Phasing Plan proposed by the Applicant is approved. The Applicant shall submit (as built) plans to the Zoning Officer at the end of each Phase identifying what units had been converted from hotel units to residential units.
5. At the completion of Phase Two, when 150 residential units have received Certificates of Occupancy and have been occupied, the Applicant shall submit a report to the Zoning Board analyzing the parking demand on the property and whether the existing parking is adequate. If the Zoning Board concludes, based upon that presentation and hearing, that the existing parking is not adequate and will not be adequate for the conversion of the balance of the property to residential housing, the Zoning Board can, in its reasonable discretion, require the Applicant to construct all or a part of the Shadow Parking plan which was presented to the Board. Furthermore, the Applicant shall also come back to the Board at any time to respond to bona fide complaints received by the Township that the existing parking is inadequate. If, in response to those complaints and the evidence presented, the Board within its reasonable discretion concludes that the existing parking is inadequate, the Board can require the Applicant to construct all or a portion of the parking shown on the Shadow Parking plan submitted by the Applicant.
6. All vehicles parking on the property must be registered and insured. Parking boats, trailers and R.V.'s in the parking lot are prohibited. The Applicant has agreed not to allow for jitney or similar types of vehicles to be stored on site. The Applicant shall incorporate provisions containing these requirements in any leases or any condominium documents that are prepared for the residential conversation.
7. If the property is converted to condominiums, the Applicant shall provide the attorney for the Zoning Board with a copy of the proposed condominium documents for his review and approval.
8. Prior to commencing the conversion, the Applicant shall conduct a pre-construction meeting with the Board Engineer and provide any additional information that the Engineer in his reasonable discretion may require.

Motion to Approve Checklist Waivers and a Design Waiver

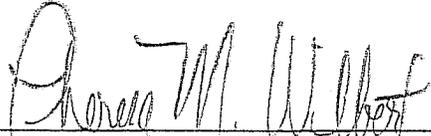
MOTION BY:	PAUL SAVINI	JOHN HAINES	YES
SECONDED BY:	JOE CAFERO	NORMA LOMBARDI	YES
		LAURA PFROMMER	YES
		JOE CAFERO	YES
		BETH EPSTEIN	YES
		PAUL SAVINI	YES
		JOHN AMADEO (Alt. 1)	NO
		CHRIS MARTIN	

Motion to Approve C and D Variances Subject to the Conditions Set Forth Above

MOTION BY:	PAUL SAVINI	JOHN HAINES	YES
SECONDED BY:	JOE CAFERO	NORMA LOMBARDI	YES
		LAURA PFROMMER	YES
		JOE CAFERO	YES
		PAUL SAVINI	YES
		BETH EPSTEIN	YES
		JOHN AMADEO (Alt. 1)	NO
		CHRIS MARTIN	

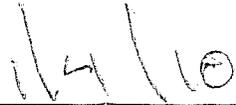
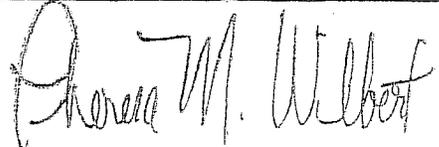
Motion to Grant Preliminary and Final Site Plan Approval.

MOTION BY:	PAUL SAVINI	JOHN HAINES	YES
SECONDED BY:	NORMA LOMBARDI	NORMA LOMBARDI	YES
		LAURA PFROMMER	YES
		JOE CAFERO	YES
		PAUL SAVINI	YES
		BETH EPSTEIN	YES
		JOHN AMADEO (Alt. 1)	NO
		CHRIS MARTIN	

  
 \_\_\_\_\_  
 THERESA WILBERT, SECRETARY

  
 \_\_\_\_\_  
 JOHN HAINES, CHAIRMAN

CERTIFIED AS A TRUE COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP OF EGG HARBOR ZONING BOARD OF ADJUSTMENT ON:

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 THERESA WILBERT, SECRETARY

RECEIVED  
DEC - 1 2009  
PLANNING & ZONING BOARDS  
TOWNSHIP OF EGG HARBOR

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, PE, PP, CME, (deceased 2006)  
Edward J. Walberg, PE, PP, CME  
Thomas F. Beach, PE, CME  
Richard G. Arango, PE, CME

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**& VERNICK**  
**ENGINEERS**  
**AND AFFILIATES**

**DIRECTOR OF OPERATIONS**  
**CORPORATE SECRETARY**  
Bradley A. Blubaugh, BA, MPA

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Terence Vogt, PE, PP, CME  
Dennis K. Yoder, PE, PP, CME, LEED  
Charles E. Adamson, PLS, AET  
Kim Wendell Bibbs, PE, CME  
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Leonard A. Farola, PE, CME  
Christopher J. Fazio, PE, CME  
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(609) 645-7076 (fax)

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(609) 522-5313 (fax)

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(717) 766-0232 (fax)

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Pittsburgh, PA 15219  
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Newark, DE 19702  
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Bordentown, NJ 08505  
(609) 298-6017  
(609) 298-8257 (fax)

**TO:** Egg Harbor Township Zoning Board

**FROM:** Joseph E. Johnston, P.E., P.P. C.M.E. *JEJ*

**DATE:** November 24, 2009

**RE:** V 14-05/SP PF 22-05/Amended/R-1  
Trocki Hotels, L.P.  
Remington, Vernick & Walberg File No. 01-08-Z-109

**LOCATION:** Block 2118, Lots 5 & 11  
Black Horse Pike

**STATUS:** Major Site Plan – Preliminary and Final - Amended

**BASIS FOR REVIEW:** Plans prepared by William P. McManus, P.L.S., P.P. of Duffy  
•Dolcy • McManus & Roesch, consisting of the following:

1. Cover Sheet, Drawing 1 of 3, dated 7/22/05, latest revision date 11/03/09;
2. Converted Development Plan – Site Plan, Drawing 2 of 3, dated 7/22/05, latest revision date 10/15/09;
3. Converted Development Plan – With Parking, Drawing 3 of 3, dated 7/22/05, latest revision date 11/03/09.

Plans prepared by Gary Mednick, R.A. consisting of the following:

1. Schematic Ground Floor/B'smt Plan, Drawing No. SK-1, dated 11/16/09;
2. Schematic Ground 2<sup>nd</sup> Floor Plans, Drawing No. SK-2, dated 11/16/09;
3. Schematic Floor Plans, Drawing No. SK-3, dated 11/16/09

Use Variance Report – Traffic and Parking Residential Apartment Proposal, prepared by Jerry A. Canter, P.E. of Horner & Canter Associates, dated 8/24/09.

Supplemental Parking Analysis – Development Phasing, prepared by Jennifer Marandino, P.E. and Jerry A. Canter, P.E., of Horner & Canter Associates, dated 11/11/09.

Township of Egg Harbor Zoning Board of Adjustment Decision and Resolution No. V 14-05 and SPPF 22-05, dated 3/06/06.

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**JURISDICTION AREA:** CAFRA

**USE:** Retail, Restaurant & Apartment Housing

**ZONING:** The property is located in the RCD Regional Commercial District which allows primarily for commercial uses. Residential housing is not a permitted use. The following is a review of the bulk requirements for the project.

ITEM	REQUIRED/PERMITTED	PROPOSED	CONFORMANCE
Lot Size	3 Acres	13.7 Acres	C
Lot Width	300 FT	95 FT	ENC
Set Backs: Principal Building			
Front Yard	80 FT	290 FT	C
Side Yard	25 FT	120.5 FT	C
Rear Yard	50 FT	340 FT	C
Principal Building Height (Max)	45 FT	60 FT	ENC
Gross Floor Area (Min)	5,000 SF	43,175 SF	C
Parking & Circulation Setbacks			
Front Yard	20 FT	220 FT	C
Side Yard	10 FT	17.7 FT	C
Rear Yard	10 FT	298 FT	C
Outdoor Solid Waste Enclosure Setbacks			
Side Yard	25 FT	203 FT	C
Rear Yard	50 FT	590 FT	C
Impervious Coverage	70 %	NP	(1)
Freestanding Signs			
Number	$1/300 \text{ FT of frontage} = 92.99/300 = 1$	1	C
Area	$1 \text{ SF}/5 \text{ L.F. of frontage} = 92.99/5 = 18.5 \text{ S.F.}$	NP	(1)
Setback	25 FT	19 FT	ENC
Height	60 FT	NP	(1)
Building Mounted Sign			
Number	1	NP	(1)
Area	2 SF/ 1 Ft of Building Façade devoted to the business 250 SF (Max) $140(2) = 250 \text{ Max.}$	NP	(1)
Height	10 feet above ground level	NP	(1)
Projection	15 IN	NP	(1)
Vertical Dimension	5 FT	NP	(1)
Parking (Phase 1) Hotel 1 Bedroom Units 2 Bedroom Units Restaurant Restaurant with Bar Meeting Room	$1/\text{unit} = 100(1) = 100 \text{ spaces}$ $1.8/\text{unit} = 25(1.8) = 45 \text{ spaces}$ $2.0/\text{unit} = 75(2) = 150 \text{ spaces}$ $1/3 \text{ seats} = 30/3 = 10 \text{ spaces}$ $1/ 50 \text{ SF} = 3,300/50 = 66 \text{ spaces}$ $1/400 \text{ SF} = 19,500/400 = 48.75 \text{ spaces}$		

Retail	<u>116.5/200 S.F. = 0.6 spaces</u> Total = 421 spaces	336 spaces	DNC
Accessible Spaces	9 spaces	9 spaces	C
Parking (Phase 2)			
Hotel	1/unit = 25(1) = 25 spaces		
1 Bedroom Units	1.8/unit = 38(1.8) = 68.4 spaces		
2 Bedroom Units	2.0/unit = 113(2) = 226 spaces		
Restaurant	1/3 seats = 30/3 = 10 spaces		
Meeting Room	1/400 SF = 10,000/400 = 25 spaces		
Retail	<u>116.5/200 S.F. = 0.6 spaces</u> Total = 355 spaces	336 spaces	DNC
Accessible Spaces	8 spaces	9 spaces	C
Parking (Phase 3)			
1 Bedroom Units	1.8/unit = 53(1.8) = 95.4 spaces		
2 Bedroom Units	2.0/unit = 160(2) = 320 spaces		
Restaurant	1/3 seats = 30/3 = 10 spaces		
Retail	<u>116.5/200 S.F. = 0.6 spaces</u> Total = 426 spaces	336 spaces	DNC
Accessible Spaces	9 spaces	9 spaces	C

C-Indicates conformance

DNC – Indicates non-conformance; Variance Required

ENC- Indicates existing non-conformance

NP – Information not provided

(1)- Information not provided conformance can not be determined

**PROJECT DESCRIPTION:** The applicant, Trocki Hotels, L.P. proposes to amend an existing approval that allowed for the conversion of a hotel into age restricted housing. The applicant proposes to amend the existing approval to allow for market rate housing as opposed to age restricted housing. The applicant is proposing to convert the site in three phases. The first phase will contain 100 hotel rooms, 75 two bedroom apartments, 25 one bedroom apartments, a 30 seat restaurant, 19,500 square feet of meeting space, a 3,300 square feet restaurant with bar and a 116.5 square foot retail area. The second phase will contain 25 hotel rooms, 113 two bedroom apartments, 25 one bedroom apartments, a 30 seat restaurant, 10,000 square feet of meeting space, and a 116.5 square foot retail area. The third phase will contain 25 hotel rooms, 160 two bedroom apartments, 53 one bedroom apartments, a 30 seat restaurant, and a 116.5 square foot retail area.

The applicant has also indicated that 20% of the units will be affordable to low and moderate income households as required in P.L. 2009, c.82. The site is located on the southerly side of the Black Horse Pike approximately 800 feet west of Delancy Avenue.

The project will be serviced by public water and public sewer.

**COMPLETENESS REVIEW:** The application has been reviewed for completeness using the Appeal, Interpretation, Conditional Use and Variance Checklist for "D" Variances contained in Section 198-15.1 of the Township Code. The following items have not been provided:

1. Photograph of the site taken from the opposite side of the street – Item 19.
2. Stormwater management calculations – Item 45. A waiver has been requested.

The application has been reviewed for completeness using the Major Site Plan checklist contained in Section 198-15 of the Township Code. The following items have not been provided:

1. A key map at a scale of 1"=300' showing all existing land uses within 2,000' feet of the site – Item 3. A waiver has been requested.
2. Survey datum on NAD 83 and NGVD 88 – Item 9. A waiver has been requested.
3. Existing and proposed elevations – Item 10. A waiver has been requested.
4. Landscaping Plan – Item 13. A waiver has been requested.
5. Lighting and signage plan – Item 14. A waiver has been requested.
6. Stormwater management plan – Item 18. A waiver has been requested.
7. Fiscal impact report – Item 21. A waiver has been requested.
8. Photograph of the site from the opposite side of the street – Item 27.

The above referenced items must be provided or the applicant must request waivers prior to the application being deemed complete.

**VARIANCES:**

The following variance is required:

1. §225-56(A) – Number of Parking Spaces - 426 spaces are required; 336 spaces are proposed.

The Board has the power to grant the above referenced variance provided the applicant can demonstrate to the Board's satisfaction, that either:

1. a) By reason of exceptional narrowness, shallowness or shape of a specific piece of property, or (b) by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property or (c) by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon, the strict application of the zoning regulations would result in peculiar and exceptional practical difficulties to, or exceptional and undo hardship upon the development of the property.
2. Where the purposes of the Municipal Land Use Law would be advanced by a deviation from the zoning ordinance requirements and the benefits of the deviation would substantially outweigh any detriment.

It should be noted that:

1. No variance may be granted without showing that such variance can be granted without substantial detriment to the public good and will not substantially impair the intent and the purpose of the zone plan and zoning ordinance.

**VARIANCE COMMENTS:**

1. In accordance with §225-56(A) a minimum of 426 parking spaces are required for the development. The applicant is requesting that the Board grant a 'c' variance to allow for the reduction in parking spaces.

The applicant has cited P.L. 2009, c.82 as the basis for allowing the amendment to the approval to allow for market rate housing. In accordance with P.L. 2009, c82 the applicant must demonstrate that "The site meets the Residential Site Improvement Standards parking requirement for the residential land uses in a converted development as established pursuant to N.J.A.C. 5:21 - 4.14 through - 4.16". The applicant has provided information, as contained in the Rider to the application, indicating the applicant's belief that the requirements as contained in N.J.A.C. 5:21-4.14(c), "Alternative parking standards to those shown in Table 4.4 shall be accepted if the applicant demonstrates these standards better reflect local conditions", have been met. The applicant has provided information regarding the parking provided versus the number of units at Penny Point Park Apartments, Woodcrest Apartments and Tilton Garden Apartments. The conclusion presented is that the number of spaces per unit, at 1.58 spaces per unit is comparable to the average of 1.43 spaces per unit at the above referenced apartment complexes. It appears the applicant has included required parking spaces for the non-residential uses in the calculation. The applicant should revise the calculations to eliminate parking spaces that are required for the non-residential uses.

The applicant has provided a traffic and parking study and the conclusion reached in the study indicates, at completion of the conversion of the site, that 329 parking spaces would be required for the residential use, restaurant use and retail use assuming that a portion of the restaurant traffic is from the site. It is also indicated that 340 parking spaces would be required for all uses if the restaurant's customers were not residents.

The applicant has also cited §225-56(c) of the Township Code that allows the Board to reduce the number of parking spaces by 20% with sufficient justification as long as the required parking spaces can be located on-site at a later date, if necessary. A 20% reduction in the number of required, based upon the requirements contained in §225-56, parking spaces would be 341 spaces. The applicant has indicated an additional 91 parking spaces can be located adjacent to the parking on the northwesterly side of the site. The total number of parking spaces, with the additional 91 spaces in this area would be 427 spaces.

The applicant has also provided information on the parking demands for Phase I and Phase II of the project. The applicant indicates, that utilizing ITE parking demands, 339 spaces would be required in Phase I and 273 parking spaces would be required in Phase II.

The applicant has indicated that the proposed use is an inherently beneficial use and presumptively satisfies the positive criteria.

The applicant has also indicated that the following purposes of zoning are advanced by the proposed plan:

To provide adequate light, air and open space.

To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens.

To promote the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land.

The applicant has indicated that the negative criteria is satisfied since the proposed use is permitted in accordance with P.L. 2009, c.82 and as a permitted use does not impair the zone plan or zone ordinance. In addition the applicant indicates that the proposed use is similar in nature to the hotel use and that a housing need will be met with a more predictable rate of traffic and parking generation.

**DESIGN WAIVERS:**

The applicant has requested the following design waiver:

1. §94-38 - Not providing sidewalk along the Black Horse Pike.

**REVIEW:**

1. P.L. 2009, c82 requires that all applications seeking amended approval for a converted development include documentation that all of the following site improvement and infrastructure requirements have been met:
  - the site meets the Residential Site Improvement Standards parking requirement for the residential land uses in a converted development as established pursuant to N.J.A.C.5:21-4.14 through -4.16;
  - the recreation improvements and other amenities to be constructed on the site have been revised, as needed, to meet the needs of a converted development;
  - the water supply system is adequate, as determined pursuant to N.J.A.C.5:21-5.1, to meet the needs of a converted development;

- the capacity of the sanitary sewer system is adequate to meet the projected flow requirements of a converted development pursuant to N.J.A.C.7:14A-23.3;
- if additional water supply or sewer capacity is needed and the developer is unable to obtain additional supply or capacity, the number of dwelling units in the development has been reduced accordingly;
- if additional parking is needed, and the developer is unable to provide the required parking, the number of dwelling units in the development has been reduced accordingly; and
- if additional parking is provided and increases the amount of impervious cover by more than one percent, the storm water system calculations and improvements have been revised accordingly.

The applicant has provided information in the Rider to the application indicating the applicants belief that the requirements of P.L. 2009, c82 have been met.

2. The applicant has provided revised architectural plans. The applicant should confirm that the plans submitted reflect the final phase of the project, as a meeting room is indicated and it appears that bars are shown in the area of the 30 seat restaurant. We would recommend that architectural plans showing the interior phasing be provided to the Board for phases I and II.
3. The applicant should confirm whether the indoor pool and spa will remain in any of the phases as the revised Rider to the application indicates the pool and spa are part of the development. The architectural plans indicate that there will not be an indoor pool or spa and the pool area will be replaced with an exercise room.
4. Should the Board allow for the 20% reduction in required parking spaces as allowed for in §225-56(C), we would recommend that if the installation of the spaces is deemed necessary that the applicant return to the Board for approval.
5. The applicant has indicated that 20% of the units will be reserved for low and moderate income households. Therefore, a minimum of 43 units will need to be reserved for low and moderate income households. Thirteen percent of the units reserved for low and moderate income households should be reserved for very low income households as indicated in N.J.S.A.52:27D-301 et seq.
6. The applicant will need to comply with N.J.A.C. 5:97 and N.J.A.C. 5-80-26.1 et seq. for the affordable units.
7. The applicant should indicate the anticipated timing of completion of each of the phases.
8. The applicant should provide information on the total impervious coverage on the site.
9. The applicant should provide information on any changes to the existing freestanding or building mounted signs or any proposed new signage.
10. The applicant should indicate whether any exterior changes to the building are proposed.
11. The applicant should indicate the entity responsible for site and building maintenance.

12. The plans should be reviewed and approved by the Fire Marshall to demonstrate compliance with §94-18.
13. A review of the lot grading is deferred to the Board Engineer.
14. The applicant should provide information on how recycling will be handled at the facility.
15. A review of the stormwater management is deferred to the Board Engineer.
16. Sidewalk is required along the Black Horse Pike frontage and should be provided. A waiver has been requested.
17. Details for all site related improvements should be shown on the plans.
18. The applicant should be required to post the necessary inspection escrow for the inspection of the site improvements should the project be approved.
19. The applicant will be required to obtain any outside agency approvals should the project be approved.

# DORAN

ENGINEERING, PA  
ENGINEERS • PLANNERS • SURVEYORS

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PATRICK J. DORAN, P.E., P.P. (1927-1993)  
MATTHEW F. DORAN, P.E., P.P., P.L.S., C.M.E., C.P.W.M.  
PATRICK J. DORAN, JR., E.S. ACCOUNTING

EDWARD P. STINSON, P.E., C.M.E.  
DEBORAH L. WAHL, P.E., P.P.

MEMBER  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS  
AMERICAN SOCIETY OF CIVIL ENGINEERS  
N.J. SOCIETY OF MUNICIPAL ENGINEERS  
CERTIFIED MUNICIPAL ENGINEERS  
N.J. SOCIETY OF PROFESSIONAL LAND SURVEYORS

MATTHEW F. DORAN, JR., E.I.T.

MEMO TO: Egg Harbor Township Zoning Board

FROM: Matthew F. Doran, Board Engineer

DATE: November 20, 2009

RE: V14-05, SPPE 22-05 (Amendment) R-1  
Trocki Hotels  
Doran #1233

LOCATION: BLOCK: 2118 LOT: 5 & 11  
Black Horse Pike

STATUS: Use Variance and Site Plan (Amendment)

BASIS FOR REVIEW: Plans Prepared By Duffy, Dolcy & McManus

Sheet 1 of 3 dated 7-22-05, Rev.11-03-09

Sheet 2 of 3-dated 7-22-05, Rev.10-15-09

Sheet 3 of 3 dated 7-22-05, Rev.11-03-09

Various Photos- undated

Rider Document dated 9-01-09, Rev. 11-3-09

Traffic and Parking Report by Horner & Canter Associates dated 8-24-09

Rider Document dated 11-11-09

Architectural Drawings Prepared by Gary Mednick

Sheet Sk1 dated 11-16-09

Sheet Sk2 dated 11-16-09

Sheet Sk3 dated 11-16-09

USE: Amend Age Restricted Residence Approval to Converted Development

JURISDICTIONAL AREA: CAFRA

ZONING REQUIREMENTS: This property is located in the RCD zone, which allows primarily for Regional Commercial uses. The following is a review of the bulk requirements for the proposed project:

ITEM	REQUIRED	PROPOSED	CONFORMITY
LOT SIZE	3 AC	13.7 AC	C
LOT WIDTH	300'	95.7'(EX)	DNC
SETBACKS:			
FRONT	80'	290'	C
SIDE	25'	120.5'	C
SIDE	25'	240'	C

REAR	50'	340'	C
HEIGHT	45'	60'	DNC
COVERAGE (Building)	70%	7.2%	C
PARKING AREA SETBACKS:			
FRONT	20'	220'	C
SIDE	10'	17.7'	C
REAR	10'	298'	C
SOLID WASTE SETBACKS:			
SIDE	25'	203'	C
REAR	50'	590'	C

**PROJECT DESCRIPTION:**

This is an application for approval to allow a "converted development, where P.L. 2009, C.82 allows for the conversion of projects that were approved with an age restriction to remove the restriction.

This particular application is for an amended Use Variance and Site Plan to allow 213 units, of which 75% will be two bedrooms, and 25% will be one bedroom.

The remainder of the building will contain a 30-seat restaurant, and 116.5 sf Sundry Shop, and various accessory rooms.

The site, at present, contains existing parking spaces, a 9-hole golf course, swimming pool and other recreation amenities.

**COMPLETENESS REVIEW:**

The application has been reviewed for completeness using the Variance and Major Site Plan Checklist. The applicant should supply the following information or receive a waiver from the Board prior to the application is deemed complete.

**Variance Checklist:**

1. Item # 3- Architectural Plans (supplied)
2. Item #29- Setback of structures within 200' of site (supplied)
3. Item#45- Drainage Design Calculations

**Major Site Plan Checklist:**

1. Item # 1(b)- Plans at a 11" x 17" size
2. Item # 9 - Survey based on NAD 83 and NGVD 88 Datums
3. Item # 10 - Existing Topography
4. Item # 18 - Storm Water Management Plan
5. Item # 21 - Fiscal Impact Statement
6. Item # 35 - Architectural Plans (supplied)

3. Pursuant to the new law which allows for the conversion of an age restricted development, the applicant shall provide documentation that the site and infrastructure at the site are sufficient to handle the change.
4. The applicant is required to provide the proper parking to service the 213 units on site.

The applicant has provided a plan where a slight modification to the handicapped parking will provide three preferred parking spaces for carpool vans.

The applicant has provided a total of 336 spaces on site for the 213 units.

The required amount of parking as outlined in the Residential Site Improvement Standards is as follows:

- a) 160 two bedroom units at 2.0 spaces per unit = 320
- b) 53 one bedroom units at 1.8 spaces per unit = 95
- c) Restaurant- 30 seats at 1 per 3 seats = 10
- d) Sundry 116.5 sf at 1 per 200 sf = 1

Total spaces 426

A variance will be required.

The applicant should further clarify for the Board if the applicant will be removing the bar from the restaurant. The applicant has agreed to remove the bar.

Additional parking at 1 space per each 3 seats is required, if the bar is to remain. No bar is proposed.

The applicant should provide Architectural Plans for review in order to determine the full extent of the parking demand. Architectural plans have been provided.

5. The applicant has proposed a Tot Lot area at the rear of the building. This is an addition to the existing patio, gazebo and pool area. A layout has been provided as required.

Egg Harbor Township Zoning Board  
November 20, 2009  
V14-05, SPPF 22-05/Track Hotels  
Doran #1233  
Page 5

Note: Lighting and Landscaping are existing with no changes proposed.

ENGINEERING REVIEW:

1. The project will require a revised use variance for the proposed use. I will defer a review of the use variance to the Board Planner.
2. The site presently contains lighting and landscaping. I will defer a review of these improvements and the need for additional improvements to the Board Planner. There does

There presently exists a 9 hole pitch and putt golf course located at the rear of the site.

A layout of the Tot Lot should be supplied for the file. A layout has been provided as required.

6. A letter dated August 28, 2009 has been supplied from the New Jersey American Water Company stating there is sufficient capacity to service the change in use. The letter has been signed by Kenneth J. Seeling, P.E., Senior Planning Engineer.
7. The Design Engineer has provided calculations that the expected sewer flow from the project will be 43,950 GPD and the system is adequate for the flow.  
  
A letter of approval from the Egg Harbor Township MUA should be supplied. A letter of approval is pending.
8. The applicant should submit to the Fire Department for review and approval prior to final approval. A letter from the Fire Department has been obtained.
9. I will defer a review of the sign package to the Board Planner. It appears no changes are proposed for the signage.
10. Section 94-9 of the ordinance requires that a Community Impact Statement be supplied. The Board did not waive this requirement.
11. There does not appear to be any changes proposed for the improved areas of the site; therefore no review is needed for the grading and drainage. There exists a drainage basin at the rear of the site.
12. The ordinance requires that curbs and sidewalks be installed on all new projects. The site presently contains curbing, sidewalks should be added. A waiver has been requested, however can not be granted by the Board. A payment in lieu of is required.
13. The applicant will be required to obtain approval from all other agencies having jurisdiction prior to final approval.
14. The applicant has supplied Traffic and Parking Report prepared by Horner and Canter Associates to justify the parking variance and traffic at the site. Testimony will be given at time of the public hearing.
15. The applicant has agreed to amend the application to agree that the following items are not part of the requested approval.

- a) No salon
- b) No indoor pool
- c) No spa

16. The applicant has supplied floor plans for the basement that show the uses, including bicycle storage areas.
17. Testimony at the last meeting revealed that the units will be completed floor by floor, over a time period, the building will operate both as a hotel and an apartment building.

The applicant has provided a Supplemental Parking Analysis prepared by Horner and Canter Associates.

The supplement was prepared to address the Board's concerns relating to the parking associated with the conversion process of a hotel to apartments.

The Traffic Engineer shall supply testimony to the Board regarding the conversion.

18. The applicant provided a copy of the COAH deed restriction to the Board attorney prior to Final Approval.
19. The Design Engineer has supplied a layout for future parking, if required. The spaces are located at the southwest corner of the lot.



# EXHIBIT B

## Project Schedule

---

<u>Task</u>	<u>Due Date</u>
1. Developer Obtains Site Control -----	Completed
2. Developer Agreement Executed -----	No Later Than May 14, 2013
3. PILOT Agreement Executed -----	No Later Than May 14, 2013
4. Agreement Approved By The Court-----	No Later Than June 30, 2013
5. Submit Financing Application-----	May 31, 2013
6. Project Completed And Occupied -----	Within two years from Funding Award

**EXHIBIT C**

**Agreement for Payment In Lieu of Taxes**

## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this \_\_\_\_ day of May, 2013, between Renewable Jersey At Egg Harbor, LLC, a Corporation of the State of New Jersey, having its principal office at 407 Pennington Titusville Road, Titusville, NJ 08560 (hereinafter the "Sponsor") and the Township of Egg Harbor, a municipal corporation in the County of Atlantic and State of New Jersey (hereinafter the "Municipality").

### WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Governing Body of the Municipality dated May 8, 2013, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on roughly 13.7 acre parcel of land designated as Block 2118, Lots 5 and 11 on the Official Assessment Map of the Township of Egg Harbor, Atlantic County, and known as 6821 Black horse Pike, Egg Harbor, Atlantic County, New Jersey (hereinafter "Subject Property").

3. The Project shall be defined as follows: The Property will be converted into a condominium consisting of two condominium units and common elements. The first condominium unit will be the subject of the current tax credit application and consists of the adaptive reuse and conversion of the hotel building into eighty-four (84) residential units (all located on floors 3-6). The balance of the hotel (floors 1 and 2) will be used either as all common area associated with the residential use or consistent with the existing approvals for hotel, medical offices, retail and restaurant. It is anticipated that this first phase will receive administrative approval before May 31, 2013. The first condominium unit will contain sixteen (16) one-bedroom units, forty-three (43) two-bedroom units and twenty-five (25) three-bedroom units. All units will be income restricted to the standards required for credit-worthiness toward Egg Harbor Township's affordable housing obligations, with fifty percent (50%) of the units restricted to sixty percent (60%) of the median area income and below, forty percent (40%) of the units restricted to fifty (50%) of the median area income and below, and ten percent (10%) of the units restricted to thirty percent (30%) of the area median area and below. The second condominium unit will consist of the Convention Center and land adjacent to the Convention Center site, all of which is located on the Subject Property, (to be the subject of a future tax credit application) for an expected total of sixty (60) units of multi-family housing. It is anticipated that the developer will submit a site plan application for this phase or the second condominium unit within ninety (90) days of receiving a tax credit reservation for the first phase or first condominium unit. The common elements of the condominium shall include the lands, other than the land included in the second condominium unit, the parking lot and parking spaces and all improvements to the land. The individual parking spaces shall be limited common

elements that shall be assigned to each unit in the condominium.

4. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

5. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:
- (1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the municipality in an amount equal to the full assessed value of the property in effect at the time this Agreement is executed (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for the 84 units in Phase I of the Project and/or for the 60 units in Phase II of the Project. For avoidance of doubt, each phase shall receive the benefit of the PILOT upon substantial completion of that phase.
  - (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 10 percent of Project Revenues.
- (b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 10 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.
- (c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any.
- (d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section

6 below.

- 6.(a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 10 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.
- (b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law.
- (c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 10(a) below, prior to any legal action being taken.

7. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

8. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law,

or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

9. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.
10. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to Renewable Jersey At Egg Harbor, LLC, 407 Pennington Titusville Road, Titusville, NJ 08560 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township Administrator, who is currently Peter Miller, at 3515 Bargaintown Road, Egg Harbor, N.J. 08234 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

11. In the event of a breach of this Agreement by either of the Parties hereto or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST

SPONSOR:

RENEWABLE JERSEY AT  
EGG HARBOR, LLC

\_\_\_\_\_

By:

\_\_\_\_\_  
Ron Rukenstein, Member/Manager

Date: \_\_\_\_\_, 2013

ATTEST

MUNICIPALITY:

TOWNSHIP OF EGG HARBOR

\_\_\_\_\_

By:

\_\_\_\_\_  
James J. McCullough, Mayor

Date: \_\_\_\_\_, 2013

**Phase 1 - conversion of existing hotel**

# of Bedrooms	# of Units	Occupancy	Gross Rent	sq ft per unit type	Utilities***	Net Rent	Monthly	Annual	
1	4	30.0%	385	650	48	337	1,348	16,176	
2	3	30.0%	462	850	65	397	1,191	14,292	
3	2	30.0%	534	1,150	79	455	910	10,920	
						0	0	0	
1	4	50.0%	642	650	48	594	2,376	28,512	
2	19	50.0%	771	850	65	706	13,414	160,968	
3	10	50.0%	890	1,150	79	811	8,110	97,320	
1	8	60.0%	771	650	48	723	5,784	69,408	
2	21	60.0%	925	850	65	860	18,060	216,720	
3	13	60.0%	1,068	1,150	79	989	12,857	154,284	
<b>TOTALS</b>							<b>84 Units</b>	<b>64,050</b>	<b>768,600</b>

less common area utilities

89,000

679,600

\$ 67,960

times 10 percent

**Phase 2 - conversion of the convention center**

# of Bedrooms	# of Units	Occupancy	Gross Rent	sq ft per unit type	Utilities***	Net Rent	Monthly	Annual	
1	2	30.0%	385	650	48	337	674	8,088	
2	2	30.0%	462	850	65	397	794	9,528	
3	2	30.0%	534	1,150	79	455	910	10,920	
						0	0	0	
1	4	50.0%	642	650	48	594	2,376	28,512	
2	15	50.0%	771	850	65	706	10,590	127,080	
3	6	50.0%	890	1,150	79	811	4,866	58,392	
1	6	60.0%	771	650	48	723	4,338	52,056	
2	16	60.0%	925	850	65	860	13,760	165,120	
3	7	60.0%	1,068	1,150	79	989	6,923	83,076	
<b>TOTALS</b>							<b>60 Units</b>	<b>45,231</b>	<b>542,772</b>

less common area utilities

52,000

490,772

\$ 49,077

times 10 percent

**Phase 1 - conversion of existing hotel**

# of Bedrooms	# of Units	Occupancy	Gross Rent	sq ft per unit type	Utilities***	Net Rent	Monthly	Annual
1	4	30.0%	385	650	48	337	1,348	16,176
2	3	30.0%	462	850	65	397	1,191	14,292
3	2	30.0%	534	1,150	79	455	910	10,920
						0	0	0
1	4	50.0%	642	650	48	594	2,376	28,512
2	19	50.0%	771	850	65	706	13,414	160,968
3	10	50.0%	890	1,150	79	811	8,110	97,320
1	8	60.0%	771	650	48	723	5,784	69,408
2	21	60.0%	925	850	65	860	18,060	216,720
3	13	60.0%	1,068	1,150	79	989	12,857	154,284
<b>TOTALS</b>	<b>84 Units</b>						<b>64,050</b>	<b>768,600</b>

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2	2	30.0%	462	850	65	397	794	9,528
3	2	30.0%	534	1,150	79	455	910	10,920
						0	0	0
1	4	50.0%	642	650	48	594	2,376	28,512
2	15	50.0%	771	850	65	706	10,590	127,080
3	6	50.0%	890	1,150	79	811	4,866	58,392
1	6	60.0%	771	650	48	723	4,338	52,056
2	16	60.0%	925	850	65	860	13,760	165,120
3	7	60.0%	1,068	1,150	79	989	6,923	83,076
<b>TOTALS</b>	<b>60 Units</b>						<b>45,231</b>	<b>542,772</b>

less common area utilities

52,000

490,772

\$ 49,077

times 10 percent

SECOND AMENDMENT TO  
DEVELOPER'S AGREEMENT

This SECOND AMENDMENT TO DEVELOPER'S AGREEMENT, made this \_\_\_ day of August, 2014 by and between: THE TOWNSHIP OF EGG HARBOR (the "Township") having an address at 3515 Bargaintown Road, Egg Harbor Township, NJ 08232; and RENEWABLE JERSEY AT EGG HARBOR, LLC, having an address at P.O. Box 1, Titusville, NJ 08560 (the "Renewable"):

WHEREAS, the Township and Renewable entered into a certain Developer's Agreement dated May 21, 2011 (the "Agreement"); and

WHEREAS, the Township and Renewable entered into an Amendment to Developer's Agreement on the 3<sup>rd</sup> day of December, 2013 (the "First Amendment") that, among other things, amended the Developer's Agreement to increase the number of units in the First Condominium Unit to one hundred and three (103) units, and to decrease the number of units in the Second Condominium Unit to forty-one (41) units; and

WHEREAS, Renewable has requested the Township to return to the original phasing, that being eighty-four (84) total units in the First Condominium Unit and sixty (60) units in the Second Condominium Unit; and

WHEREAS, the Township is amenable to the change.

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. In the eighteenth "WHEREAS" clause, on page 3 of the Agreement, and Sections 1.2 and 3.4 of the Agreement, the number of units in the First Condominium Unit shall revert back to eighty-four (84) units, not the number referred to in the First Amendment, and the number of units in the Second Condominium Unit shall revert back to sixty (60) units, not the number referred to in the First Amendment.
2. Section 2.2 of the Agreement shall be replaced in its entirety with the following:

The Projects. The Subject Property will be converted into a condominium consisting of two condominium units and common elements. The first condominium unit will be the subject of the current tax credit application and consists of the adaptive reuse and conversion of the hotel building into eighty-four (84) residential units (all located on floors 2-6) with the balance of the hotel (first floor) to be used either as all common area associated with the residential use or consistent with the existing approvals for hotel, medical offices, retail and restaurant ("Phase I"). Phase I has received administrative approval. Phase I will contain sixteen (16) one-bedroom units, forty-three (43) two-bedroom units and twenty-five (25) three-bedroom units. All units will be income restricted to the standards required for credit-worthiness toward Egg Harbor Township's affordable housing obligations, with fifty percent (50%) of the units restricted to sixty

percent (60%) of the median area income and below, forty percent (40%) of the units restricted to fifty (50%) of the median area income and below, and ten percent (10%) of the units restricted to thirty percent (30%) of the area median area and below. The second condominium unit will consist of the Convention Center and land adjacent to the Convention Center site, all of which is located on the Subject Property, (to be the subject of a future tax credit application) for an expected total of sixty (60) units of multi-family housing (“Phase II”). It is anticipated that the developer will submit a site plan application for Phase II or the Second Condominium Unit after the closing on the First Phase/Condominium Unit and commencing construction of the First Phase or the First Condominium Unit.

3. The number of units described in Section 3.2 of the Agreement shall revert back to eighty-four (84) units, not the number referred to in the First Amendment.
4. Renewable and the Township agree that the length of the affordable housing deed restriction for the Project will be increased from thirty (30) years to forty-five (45) years in Sections 3.7 and 3.13 of the Agreement.
5. Renewable and the Township agree that the total number of units in the Project will not exceed 144 units.
6. The Township shall be entitled, at its exclusive discretion, to count the credits and applicable rental bonuses that will be generated from the construction of the affordable units contemplated by the Agreement as amended herein towards (a) a total obligation of 1,000 units should the Township ultimately prevail in the contention that its entire affordable housing obligation should not exceed 1,000 units in the 2014 to 2024 period; or (b) should the Township not prevail in this contention and should the regulations that COAH proposed on April 30, 2014 become law, that the Township shall at least have the right to apply the eighty-four (“84”) credits and any rental bonuses for the eighty-four (84) units to be created in Phase I of the project and to apply the sixty (60) credits and any rental bonuses for the sixty (60) units to be created in Phase II of the project (i) to its unanswered prior round obligation and/or (ii) to its fair share of the prospective need.
7. Other than as expressly modified herein, the Agreement and the Amendment remain in full force and effect.
8. To the extent there is an inconsistent term between this Second Amendment, and the First Amendment or the Agreement, the terms in this Second Amendment will be controlling.

The parties have set their hands and seals to this Amendment to Developer’s Agreement on the day and year first above written.

[SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]

THE TOWNSHIP OF EGG HARBOR

\_\_\_\_\_  
Attest:

By: \_\_\_\_\_  
Name:  
Title:

RENEWABLE JERSEY AT EGG HARBOR, LLC

\_\_\_\_\_  
Witness:

By: \_\_\_\_\_  
Name:  
Title:

# Egg Harbor Township

Resolution No. 367

2014

**RESOLUTION AUTHORIZING THE EXECUTION OF TWO PILOT AGREEMENTS FOR THE TWO PHASES OF THE PROJECT CONTEMPLATED BY THE DEVELOPER'S AGREEMENT ENTERED INTO ON MAY 21, 2013 WITH RENEWABLE JERSEY AT EGG HARBOR, LLC**

**WHEREAS**, Renewable Jersey at Egg Harbor, LLC (hereinafter the "Developer") and the Township of Egg Harbor (hereinafter the "Township") entered into a Developer's Agreement on May 21, 2013 regarding the construction of up to 144 rental units affordable to low and moderate income households in two phases, the first phase consisting of 84 units and the second phase consisting of 60 units (hereinafter referred to as the "Project"), on the existing Clarion Hotel site, which is located within the Township, and is comprised of Block 2118, Lots 5 and 11 on the Township's official Tax Map; and

**WHEREAS**, to help support the Project, the Township entered into a Payment In Lieu Of Taxes Agreement on May 21, 2013 (hereinafter the "PILOT Agreement"), which is attached hereto as Exhibit A; and

**WHEREAS**, on December 3, 2014, the Township and the Developer entered into Amendments to the Developer's Agreement and the PILOT Agreement to increase the number of units in the first phase of the Project to 103 units, and decrease the number of units in the second phase of the Project to 41 units; and

**WHEREAS**, due to financing issues, the Developer wishes to return to the original Project, which contemplated a total of 144 units to be constructed in two phases, consisting of a first phase of 84 total units and a second phase of 60 total units; and

**WHEREAS**, the Developer also wishes to now enter into two new separate Payment In Lieu Of Taxes Agreements (hereinafter "new PILOT Agreements"), one for each phase of the Project, and has created a new entity, Egg Harbor Affordable Housing LP, to own and develop the first phase of the Project; and

**WHEREAS**, the new PILOT Agreements will replace the original PILOT Agreement entered into on May 21, 2013 as amended on December 3, 2013; and

**WHEREAS**, the Township is amenable to enter into the new PILOT Agreements, as long as the Township is able to apply all affordable housing credits generated by the Project to what the Township anticipates will be a fair share capped at 1,000; and

**WHEREAS**, the Developer and the Township's professionals have approved the language of the new PILOT Agreements, which are attached hereto as Exhibit B and Exhibit C; and

**WHEREAS**, the Developer has presented to the Township Committee revenue projections for both phases of the Project which set forth the anticipated revenue to be received by the Developer from the operation of the Project as estimated by the Developer, copies of which are attached to the new PILOT Agreements as their only exhibits.

**NOW, THEREFORE, BE IT RESOLVED** by the Egg Harbor Township Committee (the "Committee") that:

- (1) The Committee finds and determines that the proposed Project will help the Township meet a fair share that is anticipated to be increased above 1,000 units after COAH adopts new round three regulations and then capped at 1,000 units.
- (2) The Committee hereby authorizes and directs the Mayor of Egg Harbor Township to execute, on behalf of the Township, the new PILOT Agreements, which are attached hereto as Exhibits B and C.
- (3) The new PILOT Agreements will replace the PILOT Agreement entered into on May 21, 2013 as amended on December 3, 2013. The PILOT Agreement entered into on May 21, 2013 as amended on December 3, 2013 is therefore declared to be null and void.
- (4) The Committee understands and agrees that the projections set forth in the exhibits attached to the new PILOT Agreements are estimates and that the actual payments in lieu of taxes to be paid by the Developer to the municipality shall be determined pursuant to the new PILOT Agreements executed between the Sponsor and the Township.
- (5) This resolution shall take effect immediately.

Dated: August 20, 2014

---

James J. McCullough, Mayor

I, \_\_\_\_\_, Township Clerk of the Township of Egg Harbor, do hereby certify that the above is a true copy of a resolution adopted by the Township Committee at a meeting held on \_\_\_\_\_, 2014.

---

Eileen M. Tedesco, RMC  
Township Clerk

## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this \_\_\_\_ day of May, 2013, between Renewable Jersey At Egg Harbor, LLC, a Corporation of the State of New Jersey, having its principal office at 407 Pennington Titusville Road, Titusville, NJ 08560 (hereinafter the "Sponsor") and the Township of Egg Harbor, a municipal corporation in the County of Atlantic and State of New Jersey (hereinafter the "Municipality").

### WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Governing Body of the Municipality dated May 8, 2013, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on roughly 13.7 acre parcel of land designated as Block 2118, Lots 5 and 11 on the Official Assessment Map of the Township of Egg Harbor, Atlantic County, and known as 6821 Black horse Pike, Egg Harbor, Atlantic County, New Jersey (hereinafter "Subject Property").

3. The Project shall be defined as follows: The Property will be converted into a condominium consisting of two condominium units and common elements. The first condominium unit will be the subject of the current tax credit application and consists of the adaptive reuse and conversion of the hotel building into eighty-four (84) residential units (all located on floors 3-6). The balance of the hotel (floors 1 and 2) will be used either as all common area associated with the residential use or consistent with the existing approvals for hotel, medical offices, retail and restaurant. It is anticipated that this first phase will receive administrative approval before May 31, 2013. The first condominium unit will contain sixteen (16) one-bedroom units, forty-three (43) two-bedroom units and twenty-five (25) three-bedroom units. All units will be income restricted to the standards required for credit-worthiness toward Egg Harbor Township's affordable housing obligations, with fifty percent (50%) of the units restricted to sixty percent (60%) of the median area income and below, forty percent (40%) of the units restricted to fifty (50%) of the median area income and below, and ten percent (10%) of the units restricted to thirty percent (30%) of the area median area and below. The second condominium unit will consist of the Convention Center and land adjacent to the Convention Center site, all of which is located on the Subject Property, (to be the subject of a future tax credit application) for an expected total of sixty (60) units of multi-family housing. It is anticipated that the developer will submit a site plan application for this phase or the second condominium unit within ninety (90) days of receiving a tax credit reservation for the first phase or first condominium unit. The common elements of the condominium shall include the lands, other than the land included in the second condominium unit, the parking lot and parking spaces and all improvements to the land. The individual parking spaces shall be limited common

elements that shall be assigned to each unit in the condominium.

4. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

5. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:
- (1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the municipality in an amount equal to the full assessed value of the property in effect at the time this Agreement is executed (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for the 84 units in Phase I of the Project and/or for the 60 units in Phase II of the Project. For avoidance of doubt, each phase shall receive the benefit of the PILOT upon substantial completion of that phase.
  - (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 10 percent of Project Revenues.
- (b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 10 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.
- (c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any.
- (d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section

6 below.

- 6.(a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 10 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.
- (b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law.
- (c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 10(a) below, prior to any legal action being taken.
7. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.
8. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law,

or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

9. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.
10. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:
  - (a) When sent by the Municipality to the Sponsor, it shall be addressed to Renewable Jersey At Egg Harbor, LLC, 407 Pennington Titusville Road, Titusville, NJ 08560 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.
  - (b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township Administrator, who is currently Peter Miller, at 3515 Bargaintown Road, Egg Harbor, N.J. 08234 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.
11. In the event of a breach of this Agreement by either of the Parties hereto or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST

SPONSOR:

RENEWABLE JERSEY AT  
EGG HARBOR, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Ron Rukenstein, Member/Manager

Date: \_\_\_\_\_, 2013

ATTEST

MUNICIPALITY:  
TOWNSHIP OF EGG HARBOR

\_\_\_\_\_

By: \_\_\_\_\_  
James J. McCullough, Mayor

Date: \_\_\_\_\_, 2013

**Phase 1 - conversion of existing hotel**

# of Bedrooms	# of Units	Occupancy	Gross Rent	sq ft per unit type	Utilities***	Net Rent	Monthly	Annual
1	4	30.0%	385	650	48	337	1,348	16,176
2	3	30.0%	462	850	65	397	1,191	14,292
3	2	30.0%	534	1,150	79	455	910	10,920
						0	0	0
1	4	50.0%	642	650	48	594	2,376	28,512
2	19	50.0%	771	850	65	706	13,414	160,968
3	10	50.0%	890	1,150	79	811	8,110	97,320
1	8	60.0%	771	650	48	723	5,784	69,408
2	21	60.0%	925	850	65	860	18,060	216,720
3	13	60.0%	1,068	1,150	79	989	12,857	154,284
<b>TOTALS</b>							<b>64,050</b>	<b>768,600</b>

84 Units

less common area utilities

89,000

679,600

\$

times 10 percent

67,960

**Phase 2 - conversion of the convention center**

# of Bedrooms	# of Units	Occupancy	Gross Rent	sq ft per unit type	Utilities***	Net Rent	Monthly	Annual
1	2	30.0%	385	650	48	337	674	8,088
2	2	30.0%	462	850	65	397	794	9,528
3	2	30.0%	534	1,150	79	455	910	10,920
						0	0	0
1	4	50.0%	642	650	48	594	2,376	28,512
2	15	50.0%	771	850	65	706	10,590	127,080
3	6	50.0%	890	1,150	79	811	4,866	58,392
1	6	60.0%	771	650	48	723	4,338	52,056
2	16	60.0%	925	850	65	860	13,760	165,120
3	7	60.0%	1,068	1,150	79	989	6,923	83,076
<b>TOTALS</b>							<b>45,231</b>	<b>542,772</b>

60 Units

less common area utilities

52,000

490,772

\$

times 10 percent

49,077

## **AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PHASE I)**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2014, between Renewable Jersey At Egg Harbor, LLC, a limited liability company of the State of New Jersey and Egg Harbor Affordable Housing LP, a New Jersey limited partnership, having their principal office at 407 Pennington Titusville Road, Titusville, New Jersey, 08560 (hereinafter collectively the "Sponsor") and the Township of Egg Harbor, a municipal corporation in the County of Atlantic and State of New Jersey (hereinafter the "Municipality").

### **WITNESSETH**

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Governing Body of the Municipality dated May 8, 2013, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on a roughly 13.7-acre parcel of land designated as Block 2118, Lots 5 and 11 on the Official Assessment Map of the Township of Egg Harbor, Atlantic County, and known as 6821 Black horse Pike, Egg Harbor, Atlantic County, New Jersey (hereinafter "Subject Property").

3. Renewable Jersey At Egg Harbor, LLC and the Municipality previously entered into an Agreement for Payment in Lieu of Taxes on May 21, 2013 pursuant to Resolution No. 182 dated May 8, 2013 for the Subject Property.

4. The Agreement for Payment in Lieu of Taxes was subsequently amended on December 3, 2013 to change, among other things, the number of units in the first phase of the project from eighty-four (84) units to one hundred and three (103) units, and the second phase of the project from sixty (60) units to forty-one (41) units.

5. The Sponsor subsequently requested the Township to return to the original phasing, that being eighty-four (84) total units in the first phase of the project and sixty (60) units in the second phase of the project, and the Township is amendable to said change.

6. The Subject Property will be converted into a condominium consisting of two condominium units and common elements. The first condominium unit will be the subject of the current tax credit application and consists of the adaptive re-use and conversion of the hotel building into eighty-four (84) residential units (all located on floors 2-6) with the balance of the hotel (first floor) used either as all common area associated with the residential use or consistent with the existing approvals for hotel, medical offices, retail and restaurant ("Phase I"). Phase I has received administrative approval. Phase I will contain sixteen (16) one-bedroom units, forty-three (43) two-bedroom units and twenty-five (25) three-bedroom units. All units will be income

restricted to the standards required for credit-worthiness toward Egg Harbor Township's affordable housing obligations, with fifty percent (50%) of the units restricted to sixty percent (60%) of the median area income and below, forty percent (40%) of the units restricted to fifty percent (50%) of the median area income and below, and ten percent (10%) of the units restricted to thirty percent (30%) of the area median area and below. The second condominium unit will consist of the Convention Center and land adjacent to the Convention Center site, all of which is located on the Subject Property, (to be the subject of a future tax credit application) for an expected total of sixty (60) units of multi-family housing ("Phase II"). It is anticipated that the developer will submit a site plan application for this phase or the second condominium unit after closing on Phase I.

7. The principals of Renewable Jersey At Egg Harbor, LLC created Egg Harbor Affordable Housing LP in order to own and develop Phase I and accordingly this Agreement inures to the benefit of Egg Harbor Affordable Housing LP.

8. As the Project will be undertaken in two phases, the Sponsor and the Municipality wish to enter into two separate PILOT Agreements for each of Phase I and Phase II. Therefore, for purposes of this Agreement, the Project shall be defined as the Phase I project as outlined above. Simultaneously herewith, the Sponsor and the Municipality will enter into a separate PILOT Agreement for Phase II. This Agreement shall control Phase I and shall remain in full force and effect subject to the terms set forth herein regardless of whether Phase II is actually developed.

9. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

10. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

- (i) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the municipality in an amount equal to the full assessed value of the property in effect at the time this Agreement is executed (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for the eighty-four (84) units of Phase I of the Project.
- (ii) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make

payment to the Municipality in an amount equal to 10 percent (10%) of Project Revenues.

- (b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 10 percent (10%) of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.
  - (c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any.
  - (d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 11 below.
- 11.(a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 10 percent (10%) of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.
- (b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of

the service charge due the Municipality, in accordance with this Agreement and HMFA Law.

- (c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 15(a) below, prior to any legal action being taken.

12. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

13. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as added property in accordance with the law.

14. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

15. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

- (a) When sent by the Municipality to the Sponsor, it shall be addressed to Renewable Jersey At Egg Harbor, LLC, 407 Pennington Titusville Road, Titusville, New Jersey, 08560 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

- (b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township Administrator, who is currently Peter Miller, at 3515 Bargaintown Road, Egg Harbor, New Jersey, 08234 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

16. In the event of a breach of this Agreement by either of the Parties hereto or a

dispute arising between the Parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

17. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST

\_\_\_\_\_

Date: \_\_\_\_\_, 2014

SPONSOR:

RENEWABLE JERSEY AT  
EGG HARBOR, LLC

By: \_\_\_\_\_  
Ron Rukenstein, Member/Manager

EGG HARBOR AFFORDABLE  
HOUSING LP

By: EGG HARBOR AFFORDABLE  
HOUSING, LLC

\_\_\_\_\_

Date: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Ron Rukenstein, Member/Manager

ATTEST

\_\_\_\_\_

Date: \_\_\_\_\_, 2014

MUNICIPALITY:

TOWNSHIP OF EGG HARBOR

By: \_\_\_\_\_  
James J. McCullough, Mayor

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PHASE II)**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2014, between Renewable Jersey At Egg Harbor, LLC, a limited liability company of the State of New Jersey, having its principal office at 407 Pennington Titusville Road, Titusville, New Jersey, 08560 (hereinafter the "Sponsor") and the Township of Egg Harbor, a municipal corporation in the County of Atlantic and State of New Jersey (hereinafter the "Municipality").

**WITNESSETH**

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Governing Body of the Municipality dated May 8, 2013, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on a roughly 13.7-acre parcel of land designated as Block 2118, Lots 5 and 11 on the Official Assessment Map of the Township of Egg Harbor, Atlantic County, and known as 6821 Black horse Pike, Egg Harbor, Atlantic County, New Jersey (hereinafter "Subject Property").

3. The Sponsor and the Municipality previously entered into an Agreement for Payment in Lieu of Taxes on May 21, 2013 pursuant to Resolution No. 182 dated May 8, 2013 for the Subject Property.

4. The Agreement for Payment in Lieu of Taxes was subsequently amended on December 3, 2014 to change, among other things, the number of units in the first phase of the project from eighty-four (84) units to one hundred and three (103) units, and the second phase of the project from sixty (60) units to forty-one (41) units.

5. The Sponsor subsequently requested the Township to return to the original phasing, that being eighty-four (84) total units in the first phase of the project and sixty (60) units in the second phase of the project, and the Township is amendable to said change.

6. The Subject Property will be converted into a condominium consisting of two condominium units and common elements. The first condominium unit will be the subject of the current tax credit application and consists of the adaptive re-use and conversion of the hotel building into eighty-four (84) residential units (all located on floors 2-6) with the balance of the hotel (first floor) will be used either as all common area associated with the residential use or consistent with the existing approvals for hotel, medical offices, retail and restaurant ("Phase I"). Phase I has received administrative approval. Phase I will contain sixteen (16) one-bedroom units, forty-three (43) two-bedroom units and twenty-five (25) three-bedroom units. All units will be income restricted to the standards required for credit-worthiness toward Egg Harbor Township's affordable housing obligations, with fifty percent (50%) of the units restricted to

sixty percent (60%) of the median area income and below, forty percent (40%) of the units restricted to fifty (50%) of the median area income and below, and ten percent (10%) of the units restricted to thirty percent (30%) of the area median area and below. The second condominium unit will consist of the Convention Center and land adjacent to the Convention Center site, all of which is located on the Subject Property, (to be the subject of a future tax credit application) for an expected total of sixty (60) units of multi-family housing ("Phase II"). It is anticipated that the developer will submit a site plan application for this phase or the second condominium unit after closing on Phase I.

7. The principals of Renewable Jersey At Egg Harbor LLC will create an affiliated entity to own and develop Phase II and accordingly, this Agreement may be assigned to and shall inure to the benefit of the Phase II owner entity.

8. As the Project will be undertaken in two phases, the Sponsor and the Municipality wish to enter into two separate Agreements for each of Phase I and Phase II. Therefore, for purposes of this Agreement, the Project shall be defined as the Phase II project as outlined above. Simultaneously herewith, the Sponsor and the Municipality will enter into a separate Agreement for Phase I. This Agreement shall control Phase II.

9. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the Sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

10. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

- (i) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the municipality in an amount equal to the full assessed value of the property in effect at the time this Agreement is executed (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for the sixty (60) units of Phase II of the Project.
- (ii) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 10 percent (10%) of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor

shall make payment to the Municipality in an amount equal to 10 percent (10%) of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

- (c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any.
  - (d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 11 below.
11. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 10 percent (10%) of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.
- (b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law.
  - (c) In the event of any delinquency in the aforesaid payments, the Municipality shall

give notice to the Sponsor and NJHMFA in the manner set forth in 15(a) below, prior to any legal action being taken.

12. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

13. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as added property in accordance with the law.

14. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

15. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to Renewable Jersey At Egg Harbor, LLC, 407 Pennington Titusville Road, Titusville, New Jersey, 08560 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township Administrator, who is currently Peter Miller, at 3515 Bargaintown Road, Egg Harbor, New Jersey, 08234 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

16. In the event of a breach of this Agreement by either of the Parties hereto or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

17. This Agreement may be assigned to an affiliated entity of the Sponsor.

18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST

SPONSOR:

RENEWABLE JERSEY AT  
EGG HARBOR, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Ron Rukenstein, Member/Manager

Date: \_\_\_\_\_, 2014

ATTEST

MUNICIPALITY:

TOWNSHIP OF EGG HARBOR

\_\_\_\_\_

By: \_\_\_\_\_  
James J. McCullough, Mayor

Date: \_\_\_\_\_, 2014

# Egg Harbor Township

Resolution No. 368  
2014

## RESOLUTION AUTHORIZING PAYMENT OF ALL BILLS

**BE IT RESOLVED** by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that all bills as enumerated on the annexed Exhibit A are hereby authorized to be paid.

Dated: August 20, 2014

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

## Manual Bill List ~ August 20, 2014

P.O. No.	Vender ID	Vender Name	Amount	Check No.	Wire No.
14-02441	STANDAR1	STANDARD & POOR'S	11,500.00	78179	
14-02545	PRINT N	PRINT N MAIL COMMUNICATIONS	9,000.00	78148	
14-01692	AL GROUT	AL GROUT JUGGLER, COMEDIAN	375.00	78181	
14-01937	BIGDA005	BIG DADDY DUO	250.00	78182	
14-01425	JOHN HAD	JOHN HADFIELD, MONKEYS IN THE HOUSE	450.00	78183	
14-01856	PETROSH	PETROSH'S BIG TOP	2,060.00	78184	
14-02532	NEWFIELD	NEWFIELD NATIONAL BANK	2,218,700.00		21001
14-02055	EHT BOAR	EHT BOARD OF EDUCATION	3,000,000.00		21002
14-02567	CHASE MA	CHASE MANHATTAN BANK	285,328.13		21003
14-02299	ATLANTI1	ATLANTIC CITY ELECTRIC	15,486.72	78188	
14-01745	BENECARD	BENECARD SERVICES	66,642.54	78189	
14-01849	DELTA 30	FLAGSHIP DENTAL PLANS	142.75	78190	
14-01125	DELTA 33	DELTA DENTAL PLAN OF NJ	18,462.88	78191	
14-00971	HERBERT1	HERBERT SPRAGUE, (VOID & REPL 77459)	6.00	78192	
14-00968	JAMES 48	JAMES CUNNINGHAM (VOID & REPL 77462)	6.00	78193	
14-01413	NEW JE36	NEW JERSEY AMERICAN WATER CO.	2,356.89	78194	
14-01752	NEW JE36	NEW JERSEY AMERICAN WATER CO.	171.27	78195	
14-01703	ATLANTI1	ATLANTIC CITY ELECTRIC	18,297.40	78196	
14-01349	THE JERS	THE JERSEY JUKEBOX, LLC	900.00	78197	
14-01846	THE MAGI	CAPTIVATE ENTERTAINMENT	450.00	78198	
14-01351	TIDAY WA	TIDAL WAVE BAND	950.00	78199	
14-02018	NJSHBP	NJ STATE HEALTH BENEFITS	256,945.83		21004
14-02568	EHT OPEN	EHT OPEN SPACE ACCOUNT	816,971.00		21006
14-02398	TREASU42	TREASURER, ST OF NJ-727/GS PRES	21,764.12		21007
14-02055	EHT BOAR	EHT BOARD OF EDUCATION	11,203,085.00		21012
14-01376	SOUTH 84	SOUTH JERSEY GAS COMPANY	1,369.71	78200	
14-02659	THREE R	STARFISH FISHING & CRUISING, LLC	730.00	78201	
14-02661	THREE R	STARFISH FISHING & CRUISING, LLC	155.75	78202	
14-02701	CHASE MA	CHASE MANHATTAN BANK	37,850.00		21015
		<b>TOTAL:</b>	<b>\$17,990,406.99</b>		





Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>BULLDOG BULLDOG DISTRIBUTORS INC. *</b>												
	14-01533	04/28/14	JULY PURCHASE ORDER									
	1		JULY PURCHASE ORDER	138.00	4-01-26-300-300-337	B EQ MNT: Police Veh Rep / Maint	R	04/28/14	08/15/14			N
	Vendor Total:			138.00								
<b>CA WAN66 C. A. WANDA SCHAFFER</b>												
	14-02564	07/24/14	Refund-TCP-Bathroom Keys Cut									
	1		Refund-TCP-Bathroom Keys Cut	16.18	4-01-28-370-370-279	B REC: Other Contractual Service	R	07/24/14	08/15/14			N
	Vendor Total:			16.18								
<b>CAM CO CAM CO</b>												
	14-02084	06/12/14	JULY PURCHASE ORDER									
	1		JULY PURCHASE ORDER	987.31	4-01-26-300-300-259	B EQ MNT: Vehicle Repair Mainten	R	06/12/14	08/15/14			N
	Vendor Total:			987.31								
<b>CASA PAY CASA PAYROLL SERVICE</b>												
	14-01075	04/15/14	PAY #16 AUGUST 1, 2014									
	1		PAY #16 AUGUST 1, 2014	487.95	4-01-20-130-130-279	B FIN: Other Contractual Service	R	04/15/14	08/15/14			N
	14-01076	04/15/14	PAY #17 AUGUST 15, 2014									
	1		PAY #17 AUGUST 15, 2014	490.40	4-01-20-130-130-279	B FIN: Other Contractual Service	R	04/15/14	08/15/14			N
	Vendor Total:			978.35								
<b>CERTIFIE CERTIFIED SPEEDOMETER SERVICE*</b>												
	14-01165	04/21/14	PD VEHICLES CALIBRATED									
	1		POLICE VEHICLE CALIBRATED	782.00	4-01-26-300-300-337	B EQ MNT: Police Veh Rep / Maint	R	04/21/14	08/15/14			N
	Vendor Total:			782.00								
<b>CHAPMAN CHAPMAN FORD SALES, INC. *</b>												
	14-01455	04/25/14	JULY PURCHASE ORDER									
	1		JULY PURCHASE ORDER	2,336.00	4-01-26-300-300-337	B EQ MNT: Police Veh Rep / Maint	R	04/25/14	08/15/14			N





Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>DCRP DCRP</b>														
	14-02639	08/01/14	EMPLOYER PAID LIFE INSURANCE											
	1		EMPLOYER PAID LIFE INSURANCE	7.27	4-01-36-473-473-203		B DCRP State insurance	R	08/01/14	08/15/14				N
	14-02669	08/11/14	EMPLOYER PAID LIFE INSURANCE											
	1		EMPLOYER PAID LIFE INSURANCE	7.27	4-01-36-473-473-203		B DCRP State insurance	R	08/11/14	08/15/14				N
	Vendor Total:			14.54										
<b>DELL INC DELL MARKETING LP*</b>														
	14-00726	03/04/14	VMWare Maintenance Renewal											
	1		VMWare Maintenance Renewal	608.88	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	03/04/14	08/15/14				N
	2		VMWare Maintenance Renewal	608.88	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	03/04/14	08/15/14				N
	3			607.95	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	03/04/14	08/15/14				N
	4		ELEC LICENSE CONFIRMATION	0.00	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	03/04/14	08/15/14				N
				1,825.71										
	14-02403	07/09/14	ANTI-VIRUS RENEWAL											
	1		RENEWAL FOR MUNICIPAL BUILDING	684.00	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	07/09/14	08/15/14				N
	2		RENEWAL FOR POLICE DEPARTMENT	1,368.00	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	07/09/14	08/15/14				N
				2,052.00										
	14-02652	08/05/14	SOFTWARE											
	1		WINDOWS 2012 SERVER	759.60	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	08/05/14	08/15/14				N
	2		SQL DATABASE SERVER	772.39	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	08/05/14	08/15/14				N
	3		SQL CLIENT LICENSES	1,797.70	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	08/05/14	08/15/14				N
				3,329.69										
	Vendor Total:			7,207.40										
<b>DELTRONI DELTRONICS CORPORATION</b>														
	14-02472	07/16/14	FLOOD CONTROL STATION REPAIR											
	1		FLOOD CONTROL STATION	1,498.00	4-01-26-290-290-279		B ROADS: Other Contractual Servi	R	07/16/14	08/15/14				N
	Vendor Total:			1,498.00										

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>DENNYS A DENNY'S AUTO</b>												
	14-02538	07/22/14	TOWING FEES									
	1		TOWING FEES FOR 2013	2,486.80	3-01-25-240-240-281	B POLICE DEPT: Towing Charges	R	07/22/14	08/15/14			N
	Vendor Total:			2,486.80								
<b>E Z PASS E-Z PASS</b>												
	14-02226	06/25/14	Replenish Acct#2000120845000									
	1		Replenish Acct#2000120845000	125.00	4-01-28-370-370-268	B REC: Travel Allowance	R	06/25/14	08/15/14			N
	Vendor Total:			125.00								
<b>EAGLE 66 EAGLE POINT GUN</b>												
	14-02546	07/22/14	AMMO									
	1		12 GA. 9 PELLET REDUCED-RECOIL	549.75	4-01-25-240-240-255	B POLICE DEPT: Firearms	R	07/22/14	08/15/14			N
	2		.223 CAL 55 GR. AMER EAGLE	5,282.20	4-01-25-240-240-255	B POLICE DEPT: Firearms	R	07/22/14	08/15/14			N
				5,831.95								
	Vendor Total:			5,831.95								
<b>EAST WAR EASTERN AUTO PARTS WAREHOUSE*</b>												
	14-01503	04/28/14	JULY PURCHASE ORDER									
	1		JULY PURCHASE ORDER	1,275.98	4-01-26-300-300-337	B EQ MNT: Police Veh Rep / Maint	R	04/28/14	08/15/14			N
	Vendor Total:			1,275.98								
<b>EGGHARBO EGG HARBOR TOWNSHIP ACE, LLC</b>												
	14-02511	07/18/14	Parts for hovercraft									
	1		Parts for hovercraft	12.58	4-01-25-265-265-259	B FIRE: Vehicle Repair Maintenance	R	07/18/14	08/15/14			N
	Vendor Total:			12.58								
<b>EHT 3RD EHT 3RD PARTY INSPECTION ACCT.</b>												
	14-02653	08/05/14	fees collected for July 2014									
	1		Electrical fees collected	10,748.00	4-01-55-006-000-001	B 3rd Party Inspections	R	08/05/14	08/15/14			N
	2		plumbing fees collected	6,233.00	4-01-55-006-000-001	B 3rd Party Inspections	R	08/05/14	08/15/14			N



Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>ELDER PE ELDER PEST CONTROL *</b>												
14-02679	08/11/14	PEST CONTROL JUNE										
	1	JUNE PEST CONTROL	95.00	4-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	08/11/14	08/15/14				N
14-02680	08/11/14	JULY PEST CONTROL										
	1	JULY PEST CONTROL	95.00	4-01-26-310-310-279	B MUNC BLDGS: Other Contra Serv	R	08/11/14	08/15/14				N
		Vendor Total:	190.00									
<b>FORDSCOT FORD, SCOTT &amp; ASSOCIATES, LLC</b>												
14-02578	07/28/14	2014 BONDS SERVICES OS										
	1	2014 BONDS SERVICES OS	5,000.00	C-03-12-024-000-927	B ORD 24-12 SECTION 20 COSTS	R	07/28/14	08/15/14			15703	N
		Vendor Total:	5,000.00									
<b>GARDEN25 GARDEN STATE HIGHWAY PRODUCTS*</b>												
14-02204	06/20/14	SIGN MATERIALS										
	1	5PK OF CB15U BLADES	298.50	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	2	24"X150' ROLL OF ENGINEER	275.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	3	24"X150' ROLL OF ENGINEER	275.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	4	24"X6" EXTRUDED GREEN SIGN	300.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	5	30"X6" EXTRUDED GREEN SIGN	374.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	6	36"X6" EXTRUDED GREEN SIGN	224.40	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	7	12X18 SIGN BLANKS FLAT	225.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	8	18X24 SIGN BLANKS FLAT	525.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	9	24X24 SIGN BLANKS FLAT	168.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	10	18"X24"SLOW CHILDREN AT PLAY	345.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	11	12"X18" DOG WASTE SIGNS	270.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	12	10' UCHANNEL GREEN	792.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	13	5 1/2 (922X) EXTRUDED CAPS	250.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	14	5 1/2" CROSS	187.50	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	15	6" ROLLS OF TRANSFER TAPE	54.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	16	9"ROLL TRANSFER TAPE	40.50	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
	17	12" ROLL TRANSFER TAPE	54.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
	Item Description	Amount	Charge Account	Acct Type Description							
<b>GARDEN25 GARDEN STATE HIGHWAY PRODUCTS* Continued</b>											
	14-02204 06/20/14 SIGN MATERIALS		Continued								
	18 12"X18" NO PARKING ANY TIME	540.00	4-01-26-290-290-376	B ROADS: Signs	R	06/20/14	08/15/14				N
		<u>5,197.90</u>									
	Vendor Total:	5,197.90									
<b>GO2GUIDE Go2Gui desLLC</b>											
	14-02355 07/03/14 BOOKS										
	1 44TH EDITION BOOKS	219.80	4-01-25-240-240-257	B POLICE DEPT: Patrol Division	R	07/03/14	08/15/14				N
	2 SHIPPING & HANDLING	10.00	4-01-25-240-240-257	B POLICE DEPT: Patrol Division	R	07/03/14	08/15/14				N
		<u>229.80</u>									
	Vendor Total:	229.80									
<b>GUENTHER GUENTHER'S MOBIL SERVICE*</b>											
	14-02561 07/24/14 TOWED IN 819 BREAK DOWN										
	1 TOWED IN 819 BREAK DOWN	350.00	4-01-26-305-305-284	B SANAT: Other Business Expenses	R	07/24/14	08/15/14				N
	Vendor Total:	350.00									
<b>HA DEH H. A. DEHART &amp; SON INC. *</b>											
	14-02134 06/13/14 SNOW PLOW PARTS										
	1 BLADE	1,272.00	4-01-26-290-290-261	B ROADS: Equipment Repairs/Maint	R	06/13/14	08/15/14				N
	2 RUBBER EDGE SHP	2,070.00	4-01-26-290-290-261	B ROADS: Equipment Repairs/Maint	R	06/13/14	08/15/14				N
	3 JACK ASSEMBLY	1,596.00	4-01-26-290-290-261	B ROADS: Equipment Repairs/Maint	R	06/13/14	08/15/14				N
	4 PLOW SHOE	2,632.00	4-01-26-290-290-279	B ROADS: Other Contractual Servi	R	06/13/14	08/15/14				N
		<u>7,570.00</u>									
	Vendor Total:	7,570.00									
<b>HELLFIGH HELLFIGHTERS*</b>											
	14-02604 07/28/14 REMOVE TREE EAGLE ACAD & ASHLA										
	1 REMOVE DEAD TREE EAGLE ACADEMY	950.00	4-01-26-290-290-232	B ROADS: Road Materials & Suppli	R	07/28/14	08/15/14				N



Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>JEFFREYS JEFFREY R. SURENIAN, ESQ</b>														
	14-02477	07/16/14	May 2014 Servi ces											
	1	May 2014	Professional Servi ces	6,971.21	4-01-20-155-155-289		B LEGAL: COAH LITI GATION	R	07/16/14	08/15/14				N
	Vendor Total:			6,971.21										
<b>JODY LON JODY LONDON</b>														
	14-01041	04/11/14	TUI TION REIMBURSEMENT											
	1		REIMBURSEMENT FOR TUI TION AND	1,678.21	4-01-25-240-240-249		B POLICE DEPT: Col lege Credi ts	R	04/11/14	08/15/14				N
	Vendor Total:			1,678.21										
<b>JOHN DEE JOHN DEERE LANDSCAPES*</b>														
	14-00958	04/02/14	SOIL TEST, OIL, CANS											
	1		SOIL TEST FOR COMPOST	20.00	G-02-05-701-001-245		B RECYCLING: Other Mat/Supp	R	04/02/14	08/15/14				N
	2		2 CYCLE OIL FOR WEEDWHACKERS	47.52	4-01-26-290-290-234		B ROADS: Emergency & Safety Mate	R	04/02/14	08/15/14				N
	3		LARGE YARD WASTE CANS	89.98	4-01-26-290-290-234		B ROADS: Emergency & Safety Mate	R	04/02/14	08/15/14				N
				157.50										
	14-01814	05/12/14	MARKING LIME,CLAY BRICKS, CLAY											
	1		ATHLETIC FIELD LINE MARKER	616.00	4-01-26-310-310-236		B MUNC BLDG: Horti Mat/Su	R	05/12/14	08/15/14				N
	2		CLAY BRICKS (304)	660.06	4-01-26-310-310-236		B MUNC BLDG: Horti Mat/Su	R	05/12/14	08/15/14				N
	3		MOUND CLAY RED (50 LB BAG)	165.00	4-01-26-310-310-236		B MUNC BLDG: Horti Mat/Su	R	05/12/14	08/15/14				N
				1,441.06										
	Vendor Total:			1,598.56										
<b>JOHN PHU JOHN PHUNG</b>														
	14-02566	07/24/14	Membershi p Dues											
	1		Membershi p Dues thru 8/31/15	147.00	4-01-28-370-370-274		B REC: Membershi ps	R	07/24/14	08/15/14				N
	Vendor Total:			147.00										
<b>KEYS LOC KEYS LOCKSMITHING</b>														
	14-02425	07/11/14	Tony Canale Park-Keys											
	1		Tony Canale Park-Keys	141.00	4-01-28-370-370-279		B REC: Other Contractual Service	R	07/11/14	08/15/14				N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
Item Description	Amount	Charge Account	Acct Type	Description							
<b>KEYS LOCKSMITHING</b>											
Continued											
14-02521	07/22/14	Tony Canale Park-Replace Lock									
1 Tony Canale Park-Replace Lock	235.00	4-01-28-370-370-279	B REC:	Other Contractual Service	R	07/22/14	08/15/14				N
Vendor Total:	376.00										
<b>KYLE KYLE WARREN</b>											
14-02529	07/22/14	CLOTHING REIMBURSEMENT									
1 CLOTHING REIMBURSEMENT	424.81	4-01-25-240-240-222	B POLICE DEPT:	UNI FORM/CLOTHING	R	07/22/14	08/15/14				N
Vendor Total:	424.81										
<b>LAUREL LAUREL MOBILE LAWNMOWER</b>											
14-02513	07/18/14	HYDRO PUMP, KEY									
1 HYDRO PUMP	704.72	4-01-26-310-310-236	B MUNC BLDG:	Horti Mat/Su	R	07/18/14	08/15/14				N
2 KEY	3.42	4-01-26-310-310-236	B MUNC BLDG:	Horti Mat/Su	R	07/18/14	08/15/14				N
3 SHEAVE	49.52	4-01-26-310-310-236	B MUNC BLDG:	Horti Mat/Su	R	07/18/14	08/15/14				N
	757.66										
14-02527	07/22/14	GASKET' S BOWL NUT									
1 GASKETS BOWL NUT	3.95	4-01-26-300-300-259	B EQ MNT:	Vehi cle Repai r Mai nten	R	07/22/14	08/15/14				N
2 GASKET	6.99	4-01-26-300-300-259	B EQ MNT:	Vehi cle Repai r Mai nten	R	07/22/14	08/15/14				N
3 BOWL	18.51	4-01-26-300-300-259	B EQ MNT:	Vehi cle Repai r Mai nten	R	07/22/14	08/15/14				N
4 NUT	8.64	4-01-26-300-300-259	B EQ MNT:	Vehi cle Repai r Mai nten	R	07/22/14	08/15/14				N
	38.09										
Vendor Total:	795.75										
<b>BERGMAN LAW OFFICES OF BERGMAN AND</b>											
14-02580	07/28/14	Hope and Comfort v. EHT Zoning									
1 June 12, 2014 Professional	400.00	4-01-20-155-155-279	B LEGAL:	Other Contractual Servi	R	07/28/14	08/15/14				N
Vendor Total:	400.00										
<b>LAWMEN S LAWREN SUPPLY CO.</b>											
14-00336	01/23/14	BALLISTIC VESTS									
1 POINT BLANK BALLISTIC VEST	745.00	G-02-05-715-001-301	B Bul let Proof Vest		R	01/23/14	08/15/14				N













Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>REMINGTO REMINGTON, VERNICK &amp; WALBERG</b>												
	14-02526	07/22/14	Seaview Harbor deannexation									
	1		Seaview Harbor deannexation	3,221.00	4-01-21-180-180-269	B PLAN BD: Professional /Consult	R	07/22/14	08/15/14			N
	2		Seaview Harbor deannexation	1,459.00	4-01-20-155-155-279	B LEGAL: Other Contractual Servi	R	07/22/14	08/15/14			N
				4,680.00								
	14-02581	07/28/14	Seaview Harbor Deannexation									
	1	June 2014	Professional	810.00	4-01-20-155-155-279	B LEGAL: Other Contractual Servi	R	07/28/14	08/15/14			N
			Vendor Total:	5,490.00								
<b>RENTAL C RENTAL COUNTRY INC. *</b>												
	14-01571	04/28/14	JULY PURCHASE ORDER									
	1		JULY PURCHASE ORDER	130.92	4-01-26-290-290-232	B ROADS: Road Materials & Suppli	R	04/28/14	08/15/14			N
			Vendor Total:	130.92								
<b>REVENUE REVENUE GUARD MEDICAL CLAIMS</b>												
	14-01061	04/15/14	JULY 14 BILLING SERVICES									
	1		JULY 14 BILLING SERVICES	2,945.44	4-01-25-265-267-279	B AMB SV: Other Contractual Serv	R	04/15/14	08/15/14			N
			Vendor Total:	2,945.44								
<b>RICOH AM RICOH AMERICAS CORPORATION</b>												
	14-02124	06/12/14	CONTRACT BASE CHARGE									
	1		CONTRACT BASE CHARGE	754.00	4-01-20-130-130-279	B FIN: Other Contractual Service	R	06/12/14	08/15/14			N
			Vendor Total:	754.00								
<b>HOOVER T ROBERT H. HOOVER &amp; SONS, INC.</b>												
	14-00861	03/19/14	HARNES									
	1		HARNES	151.76	4-01-26-300-300-259	B EQ MNT: Vehi cle Repai r Mai nten	R	03/19/14	08/15/14			N
	2		FILTER COL	12.45	4-01-26-300-300-259	B EQ MNT: Vehi cle Repai r Mai nten	R	03/19/14	08/15/14			N
	3		HEATER 382	66.60	4-01-26-300-300-259	B EQ MNT: Vehi cl e Repai r Mai nten	R	03/19/14	08/15/14			N
				230.81								
	14-01152	04/21/14	COMPRESSOR FOR #823									
	1		COMPRESSOR	290.09	4-01-26-300-300-259	B EQ MNT: Vehi cl e Repai r Mai nten	R	04/21/14	08/15/14			N



Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First	Rcvd	Chk/Void	1099
Item Description	Amount	Charge Account	Acct Type Description	Enc Date	Date	Date	Invoic e	Excl		
<b>SERVICE SERVICE TIRE TRUCK CENTER*</b>										
14-00792 03/12/14 TIRE RETREADS										
1 8 S11R225 MRT XZY3 230 RETREAD	1,652.98	4-01-26-300-300-259	B EQ MNT: Vehi cle Repai r Mai nten	R	03/12/14	08/15/14		N		
2 MRT XZY3 230 RETREAD MOUNT	103.50	4-01-26-300-300-259	B EQ MNT: Vehi cle Repai r Mai nten	R	03/12/14	08/15/14		N		
3 VALVE STEM STEEL	29.25	4-01-26-300-300-259	B EQ MNT: Vehi cle Repai r Mai nten	R	03/12/14	08/15/14		N		
4 RETREAD	257.45	4-01-26-300-300-259	B EQ MNT: Vehi cl e Repai r Mai nten	R	08/14/14	08/15/14		N		
	<u>2,043.18</u>									
<b>14-02151 06/13/14 RIMS FOR LOADER</b>										
1 DAY ROAD SERVICE SMALL OTR	420.00	G-02-05-701-001-245	B RECYCLING: Other Mat/Supp	R	06/13/14	08/15/14		N		
2 O RING NEW OTR	30.00	G-02-05-701-001-245	B RECYCLING: Other Mat/Supp	R	06/13/14	08/15/14		N		
3 VALVE NEW OTR	56.00	G-02-05-701-001-245	B RECYCLING: Other Mat/Supp	R	06/13/14	08/15/14		N		
	<u>506.00</u>									
<b>14-02217 06/20/14 Tires for F1538</b>										
1 Tires for F1538	4,485.04	4-01-25-265-265-259	B FIRE: Vehi cle Repai r Mai ntenan	R	06/20/14	08/15/14		N		
2 Tires for F1537	3,188.52	4-01-25-265-265-259	B FIRE: Vehi cle Repai r Mai ntenan	R	06/20/14	08/15/14		N		
	<u>7,673.56</u>									
Vendor Total:	10,222.74									
<b>SMITH BR SMITH BROS V LLC *</b>										
14-01223 04/22/14 JULY PURCHASE ORDER										
1 JULY PURCHASE ORDER	161.34	4-01-26-310-310-333	B MUNC BLDG: Gen Hardware/Tool	R	04/22/14	08/15/14		N		
2 JULY PURCHASE ORDER	362.70	4-01-26-290-290-232	B ROADS: Road Materials & Suppli	R	04/22/14	08/15/14		N		
	<u>524.04</u>									
<b>14-01334 04/22/14 HOUSE ACCOUNT</b>										
1 USAGE OF THE "HOUSE ACCOUNT"	326.47	4-01-25-240-240-257	B POLICE DEPT: Patrol Di visi on	R	04/22/14	08/15/14		N		
Vendor Total:	850.51									
<b>SOUTH 48 SOUTH JERSEY WELDING*</b>										
14-01578 04/28/14 JULY PURCHASE ORDER										
1 JULY PURCHASE ORDER	7.26	4-01-26-300-300-259	B EQ MNT: Vehi cle Repai r Mai nten	R	04/28/14	08/15/14		N		

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
SOUTH 48 SOUTH JERSEY WELDING* Continued														
	14-02658	08/05/14	Oxygen Cylinder Rent											
	1		Oxygen Cylinder Rent	77.66	4-01-25-265-267-245		B AMB SV: Other Materials / Supp	R	08/05/14	08/15/14				N
	Vendor Total:			84.92										
SP AUTO SP AUTO PARTS INC*														
	14-01595	04/30/14	JULY PURCHASE ORDER											
	1		JULY PURCHASE ORDER	345.05	4-01-26-300-300-337		B EQ MNT: Police Veh Rep / Maint	R	04/30/14	08/15/14				N
	Vendor Total:			345.05										
SPECTOR SPECTORSOFT CORPORATION *														
	14-02037	06/06/14	Sectorsoft Maintenance											
	1		Maintenance Renewal	5,130.00	4-01-20-180-180-295		B INFO TECHNOLOGY-COMPUTER/DATA PROCESS	R	06/06/14	08/15/14		0470714		N
	Vendor Total:			5,130.00										
SPORT 33 SPORT HYUNDAI-DODGE INC. *														
	14-01599	04/30/14	JULY PURCHASE ORDER											
	1		JULY PURCHASE ORDER	18.28	4-01-26-300-300-337		B EQ MNT: Police Veh Rep / Maint	R	04/30/14	08/15/14				N
	Vendor Total:			18.28										
SPRINTNE SPRINT														
	14-02371	07/08/14	Monthly access for 9 phones											
	1		Monthly access for 9 phones	340.97	4-01-25-265-265-251		B FIRE: Telephone/Communication	R	07/08/14	08/15/14				N
	Vendor Total:			340.97										
STAND STANDARD CHAIR OF GARDNER INC*														
	14-02393	07/09/14	Retirement Gift for W. Link											
	1		BOSTON ROCKER STYLE #775	319.00	4-01-30-420-420-286		B CELEBRATIONS: Other Expenses	R	07/09/14	08/15/14				N
	2		TOWNSHIP SEAL ENGRAVED	0.00	4-01-30-420-420-286		B CELEBRATIONS: Other Expenses	R	07/09/14	08/15/14				N
	3		2ND LINE ENGRAVED: WILLIAM LINK	19.00	4-01-30-420-420-286		B CELEBRATIONS: Other Expenses	R	07/09/14	08/15/14				N
	4		3RD LINE ENGRAVED: 1984-2014	9.00	4-01-30-420-420-286		B CELEBRATIONS: Other Expenses	R	07/09/14	08/15/14				N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>STAND STANDARD CHAIR OF GARDNER INC* Continued</b>														
	14-02393	07/09/14	Retirement Gift for W. Link	Continued										
			5 SHIPPING AND HANDLING			35.00	4-01-30-420-420-286	B CELEBRATIONS: Other Expenses	R	07/09/14	08/15/14			N
						<u>382.00</u>								
	14-02426	07/11/14	Retirement Gift for J. Pagano											
			1 Boston Rocker Style #775			319.00	4-01-30-420-420-286	B CELEBRATIONS: Other Expenses	R	07/11/14	08/15/14			N
			2 Township Seal Engraved			0.00	4-01-30-420-420-286	B CELEBRATIONS: Other Expenses	R	07/11/14	08/15/14			N
			3 2nd line engraved: Joseph			19.00	4-01-30-420-420-286	B CELEBRATIONS: Other Expenses	R	07/11/14	08/15/14			N
			4 3rd line engraved: 1971-2014			9.00	4-01-30-420-420-286	B CELEBRATIONS: Other Expenses	R	07/11/14	08/15/14			N
			5 Shipping and handling			35.00	4-01-30-420-420-286	B CELEBRATIONS: Other Expenses	R	07/11/14	08/15/14			N
						<u>382.00</u>								
			Vendor Total:			764.00								
<b>STAPLES STAPLES ADVANTAGE</b>														
	14-02244	06/27/14	Office Supplies - Water Damage											
			1 Office Supplies - Water Damage			25.17	4-01-20-120-120-221	B CLERK: Office Materials & Supp	R	06/27/14	08/15/14			N
			2 Office Supplies - Water Damage			81.03	4-01-20-120-120-221	B CLERK: Office Materials & Supp	R	06/27/14	08/15/14			N
						<u>106.20</u>								
	14-02314	07/03/14	Office Supplies											
			1 Pilot Dr. Grip Pen/Black Ink			12.62	4-01-43-490-490-221	B COURT: Office Materials & Supp	R	07/03/14	08/15/14			N
			2 Pilot Black Ink Refills			4.11	4-01-43-490-490-221	B COURT: Office Materials & Supp	R	07/03/14	08/15/14			N
			3 Letter Size Writing Pad			5.30	4-01-43-490-490-221	B COURT: Office Materials & Supp	R	07/03/14	08/15/14			N
			4 9x12 Staples Clasp Envelopes			13.62	4-01-43-490-490-221	B COURT: Office Materials & Supp	R	07/03/14	08/15/14			N
						<u>35.65</u>								
	14-02365	07/08/14	Office Suplies											
			1 189521 HP 305A C/M/Y Color			306.00	4-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	07/08/14	08/15/14			N
			2 423879 HP 305A Black Toner			79.79	4-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	07/08/14	08/15/14			N
			3 ACI1188 Paperpro Stapler, Pink			27.21	4-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	07/08/14	08/15/14			N
			4 MMMC38P Scotch Tape Dispenser,			3.79	4-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	07/08/14	08/15/14			N
			5 ACM15387 Westcott Scissors,			10.73	4-01-25-240-240-221	B POLICE DEPT: Office Mat/Supp	R	07/08/14	08/15/14			N
						<u>427.52</u>								
	14-02369	07/08/14	Business Envelope #918161											
			1 Business Envelope #918161			19.63	4-01-28-370-370-221	B REC: Office Materials & Suppli	R	07/08/14	08/15/14			N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>STAPLES STAPLES ADVANTAGE</b>														
Continued														
14-02369	07/08/14		Business Envelope #918161	Continued										
	2		#10 business Envelope #381912			18.71	4-01-28-370-370-221	B REC: Office Materials & Suppli	R	07/08/14	08/15/14			N
	3		Elmer's Washable School glue			16.32	4-01-28-370-370-221	B REC: Office Materials & Suppli	R	07/08/14	08/15/14			N
	4		Elmers Washable Glue - Gallon			33.96	4-01-28-370-370-221	B REC: Office Materials & Suppli	R	07/08/14	08/15/14			N
						88.62								
<b>14-02433 07/11/14 OFFICE SUPPLIES</b>														
	1		HP INKJET CARTRIDGE 932			17.76	4-01-26-290-290-221	B ROADS: Office Materials & Supp	R	07/11/14	08/15/14			N
	2		SANFORD SHARPIES FINE BLACK			22.74	4-01-26-290-290-221	B ROADS: Office Materials & Supp	R	07/11/14	08/15/14			N
						40.50								
			Vendor Total:			698.49								
<b>THE PR25 THE PRESS of Atlantic City</b>														
14-02628	08/01/14		June 2014 Publication											
	1		June 2014 Publication			18.36	4-01-20-120-120-267	B CLERK: Advertising	R	08/01/14	08/15/14			N
<b>14-02644 08/04/14 AC Press Publication</b>														
	1		AC Press Publication			52.52	4-01-20-120-120-267	B CLERK: Advertising	R	08/04/14	08/15/14			N
	2		AC Press Publication			40.28	4-01-20-120-120-267	B CLERK: Advertising	R	08/04/14	08/15/14			N
						92.80								
			Vendor Total:			111.16								
<b>THIS AND THIS AND THAT UNIFORMS</b>														
14-01871	05/15/14		INITIAL UNIFORM ORDER											
	1		PART TIME DISPATCHER INITIAL			369.00	4-01-25-250-250-220	B COMM: Uniform/Clothing	R	05/15/14	08/15/14			N
14-01872	05/15/14		INITIAL UNIFORM ORDER											
	1		PART TIME DISPATCHER INITIAL			369.00	4-01-25-250-250-220	B COMM: Uniform/Clothing	R	05/15/14	08/15/14			N
14-01873	05/15/14		INITIAL UNIFORM ORDER											
	1		PART TIME DISPATCHER INITIAL			369.00	4-01-25-250-250-220	B COMM: Uniform/Clothing	R	05/15/14	08/15/14			N



Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
Item Description	Amount	Charge Account	Acct Type Description								
<b>TUCKAHOE TUCKAHOE SAND &amp; GRAVEL INC*</b>											
14-02375 07/08/14 Volley Ball Sand											
1 Volley Ball Sand	580.00	C-03-12-024-000-925	B ORD 24-12 RECREATION VETERANS PARK	R		07/08/14	08/15/14				N
Vendor Total:	580.00										
<b>TURF EQU TURF EQUIPMENT &amp; SUPPLY CO LLC</b>											
14-01956 05/30/14 MOWER PARTS											
1 BELT - MOWER #718	118.75	4-01-26-310-310-236	B MUNC BLDG: Horti Mat/Su	R		05/30/14	08/15/14				N
2 SCARIFIER PRONGS WITH HARDWARE	271.86	4-01-26-310-310-236	B MUNC BLDG: Horti Mat/Su	R		05/30/14	08/15/14				N
3 PUMP HYDRAULIC- MOWER# 718	512.05	4-01-26-310-310-236	B MUNC BLDG: Horti Mat/Su	R		05/30/14	08/15/14				N
	902.66										
Vendor Total:	902.66										
<b>UNITED66 UNITED STATES POSTAL SERVICE</b>											
14-02655 08/05/14 JUNE 2014 POSTAGE REPORT											
1 JUNE 2014 POSTAGE REPORT	2,000.00	4-01-43-490-490-254	B COURT: Postage	R		08/05/14	08/15/14				N
Vendor Total:	2,000.00										
<b>US IDENT US IDENTIFICATION MANUAL</b>											
14-02486 07/18/14 US IDENTIFICATION MANUAL											
1 U. S. IDENTIFICATION MANUAL	82.50	4-01-25-240-240-265	B POLICE DEPT: Pri nti ng/Bi ndi ng	R		07/18/14	08/15/14				N
Vendor Total:	82.50										
<b>VE RAL V. E. RALPH &amp; SON, INC. *</b>											
14-02297 07/03/14 Me3di cal Supplie s											
1 Adult Masal Cannula	60.00	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
2 Safeskin Nitrile Gloves XL	229.50	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
3 Safeskin Nitrile Gloves L	229.50	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
4 Safeskin Nitrile Gloves M	229.50	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
5 Eye Wash 4oz	45.48	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
6 Glucose 15 3 pack	71.52	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
7 Saline Solution 1000 ml	28.68	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
8 Spur II Adult BVM	358.20	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N
9 Vi onex Towel ettes 50 / box	50.34	4-01-25-265-267-294	B AMB SV: OTHER EQUIPMENT	R		07/03/14	08/15/14				N



Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoic e	1099 Excl
<b>VERIZON14 VERIZON INC. *</b>														
	14-02582	07/28/14	ACCT 609601273633586Y											
	1		MONTHLY MAINTENANCE FOR			170.70	4-01-43-490-490-276	B COURT: Video Arraingment	R	07/28/14	08/15/14			N
			Vendor Total:			170.70								
<b>VERIZON56 VERIZON WIRELESS</b>														
	14-01294	04/22/14	MONTHLY SERVICE											
	1		MONTHLY SERVICE AMOUNT FOR THE			2,298.81	4-01-31-440-440-399	B TELEPHONE: Miscel Expense	R	04/22/14	08/15/14			N
			Vendor Total:			2,298.81								
<b>VINELAND VINELAND AUTO ELECTRIC INC. *</b>														
	14-02436	07/11/14	relay skirt & sockets F1550											
	1		relay skirt & sockets F1550			104.66	4-01-25-265-265-259	B FIRE: Vehicle Repair Maintenanc	R	07/11/14	08/15/14			N
			Vendor Total:			104.66								
<b>VITAL CO VITAL COMMUNICATIONS INC*</b>														
	14-01399	04/24/14	Computer Services August '14											
	1		computer services august '14			918.00	4-01-20-150-150-295	B ASSESM: Computer/Data Processi	R	04/24/14	08/15/14			N
	14-02444	07/11/14	MOD IV TAPE 2013/2014 BILLING											
	1		MOD IV TAPE 2013/2014 BILLING			100.00	4-01-20-145-145-295	B TAX COLL: Computer/Data Proce	R	07/11/14	08/15/14			N
			Vendor Total:			1,018.00								
<b>GRAINGER W W GRAINGER INC*</b>														
	14-02427	07/11/14	LOCKS FOR TRASH CONTAINERS											
	1		MASTER LOCKS			360.00	G-02-05-770-001-245	B CLEAN COMM: Other Mat/Supp	R	07/11/14	08/15/14			N
			Vendor Total:			360.00								
<b>WB MASON W.B. MASON CO., INC. *</b>														
	14-02180	06/18/14	OFFICE SUPPLIES											
	1		(OLYV406141SU000)OLYMPUS			80.49	4-01-25-240-240-278	B POLICE DEPT: CID	R	06/18/14	08/15/14			N
	2		(AVE79809)1" BINDER NAVY BLUE			18.30	4-01-25-240-240-221	B POLICE DEPT: Offi ce Mat/Supp	R	06/18/14	08/15/14			N
	3		(AVE79805)1.5" BINDER NAVY			22.30	4-01-25-240-240-221	B POLICE DEPT: Offi ce Mat/Supp	R	06/18/14	08/15/14			N



Vendor # Name	PO #	PO Date	Description	Contract	PO Type	First	Rcvd	Chk/Void	1099	
	Item Description	Amount	Charge Account	Acct	Type Description	Stat/Chk	Enc Date	Date	Invoice	Excl
WEST GRO WEST GROUP THOMSON WEST*										
	14-02245	06/27/14	Encumbered for 2014 Edition							
	1		Encumbered for 2014 Edition	114.00	4-01-20-120-120-238	B CLERK: Books & Other Publicati	R	06/27/14	08/15/14	N
	Vendor Total:			114.00						

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Total Purchase Orders: 171 Total P.O. Line Items: 315 Total List Amount: 310,701.41 Total Void Amount: 0.00

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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Hel d	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND:	3-01	15,139.80	0.00	15,139.80	0.00	0.00	15,139.80
CURRENT FUND:	4-01	208,185.31	0.00	208,185.31	0.00	0.00	208,185.31
	C-03	81,187.30	0.00	81,187.30	0.00	0.00	81,187.30
STATE & FEDERAL GRANTS APPROP:	G-02	6,029.00	0.00	6,029.00	0.00	0.00	6,029.00
	S-01	160.00	0.00	160.00	0.00	0.00	160.00
Total Of All Funds:		310,701.41	0.00	310,701.41	0.00	0.00	310,701.41

**EGG HARBOR TOWNSHIP COMMITTEE**  
**Wednesday, August 20, 2014**

**Supplemental Agenda**

<b>Resolution No.</b>	<b>Title</b>
369	Resolution changing location of September 3, 2014 Township Committee Meeting
370	Resolution authorizing correction in property assessment for Block 2201, Lot 15, Qual. C0042
371	Resolution approving mobile home park licenses

**Motion to approve add-on resolution numbers 369 through 371**  
**Roll call vote: Cafero Carman Hodson Pfrommer McCullough**

# Egg Harbor Township

Resolution No. 369

2014

**RESOLUTION CHANGING LOCATION OF SEPTEMBER 3, 2014 TOWNSHIP COMMITTEE MEETING**

**BE IT RESOLVED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the meeting location for the September 3, 2014 Township Committee Meeting is hereby changed to the Egg Harbor Township Community Center.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 370

2014

**RESOLUTION AUTHORIZING CORRECTION IN PROPERTY ASSESSMENT FOR BLOCK 2201, LOT 15, QUAL. C0042**

**WHEREAS**, the property assessment for 42 Heather Croft (Block 2201, Lot 15, Qual C0042) was \$79,000 for tax year 2013; and

**WHEREAS**, due to a computer malfunction the property assessment increased to \$251,800 for tax year 2014; and

**WHEREAS**, the tax assessor has requested the property assessment be adjusted back to \$79,000 for tax year 2014 and that any overpayments be returned to the tax payer;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the property assessment for Block 2201, Lot 15, Qual. C0042 (42 Heather Croft) be set at \$79,000 for tax year 2014; and

**BE IT FURTHER RESOLVED**, that this action is being taken due to a computer malfunction that erroneously increased this property assessment.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

# Egg Harbor Township

Resolution No. 371

2014

## RESOLUTION APPROVING MOBILE HOME PARK LICENSES

**BE IT RESOLVED**, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that those mobile home parks listed on the annexed Exhibit A, having complied with licensing requirements, are herewith renewed for the ensuing licensing year September 1, 2014 to August 31, 2015.

Dated: August 20, 2014

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Eileen M. Tedesco, RMC  
Township Clerk

Attachment: Exhibit A

# Egg Harbor Township

Resolution No. 371

2014

RESOLUTION APPROVING MOBILE HOME PARK LICENSES

## Exhibit A

Atlantic Gardens I  
Atlantic Gardens II  
Bay Breeze Village  
Black Horse Manor  
Candlewood MHP  
Delilah Terrace  
Elmwood Estate  
English Creek Manor  
Harbor Crossing  
Heritage Trails  
Normsdale Mobile Home Park  
Oak Forest MHP  
Somerset Cove, LLC  
Steeplechase Village  
Stoney Fields Estates  
Tilton Terrace  
Tower 1999  
Tower Mobile Homes  
Tower East