

Egg Harbor Township Committee Meeting
 Egg Harbor Township Community Center
 5045 English Creek Avenue, Egg Harbor Township NJ 08234
 Wednesday, September 3, 2014 – 5:00 p.m.

Minutes

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

Township Clerk Tedesco 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

Also in attendance were Township Administrator Miller and Township Clerk Tedesco.

Township Clerk Tedesco read the Video Broadcast/Television Statement

Mayor McCullough lead the Pledge of Allegiance

Resolutions (Consent Calendar)

- Committeeman Carman asked that Resolutions 372, 373 and 374 be removed from the consent calendar.
- Administrator Miller advised that Resolution 385 was revised to appoint Rebecca Lafferty.
- Resolution 386 was also revised and removed Cynde Balles.

| Number | Title |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 372 | Resolution expressing the need for the construction of up to 75 units of affordable housing by Michaels Development Company 1, LP |
| 373 | Resolution authorizing the execution of a Developer’s Agreement relating to the construction of up to 135 units of affordable housing by Michaels Development Company 1, LP |
| 374 | Resolution authorizing the execution of a Payment In Lieu of Taxes (PILOT) agreement relating to the construction of up to 135 units of Affordable Housing by Michaels Development Company 1, LP |
| 375 | Resolution urging state lawmakers to oppose amending state constitution to permit casino gambling in New Jersey in sites other than Atlantic City |
| 376 | Resolution authorizing execution of Closing of Frequency Reconfiguration Agreement with Nextel of New York, Inc. and Nextel Communications of the Mid-Atlantic, Inc. |
| 377 | Resolution authorizing acceptance of contract entered into by Atlantic County Co-op for the purchase of rock salt |
| 378 | Resolution authorizing execution of maintenance agreement with Enforsys Inc |
| 379 | Resolution authorizing acceptance of improvements for the site plan of Harbor Holdings Ltd (Block 1211, Lot 19) |
| 380 | Resolution waiving raffle license fee for Bargaintown Volunteer Fire Company for Scullville Volunteer Fire Company’s annual Haunted Hayride and Car Maze |
| 381 | Resolution authorizing cancellation and refund of taxes pursuant to NJSA 54:4-3.30 and NJSA 54:4-3.32 on property known as Block 7602, Lot 22 (8041 English Creek Avenue) |
| 382 | Resolution authorizing refund of Taxi Owner/Driver application fee to Alexander McCollum Jr |
| 383 | Resolution authorizing refund of Curb and Sidewalk Permit 15-2013 for 2529 Tremont Avenue |
| 384 | Resolution authorizing refund of overpaid taxes (various) |

| | |
|-----------------------|------------------------------------------------------------------------------------------------------------------|
| 385 | Resolution appointing Rebecca Lafferty as Alternate Homeowner on Rent Review Board |
| 386 | Resolution appointing members to the Zoning Board of Adjustment [Andrew Parker, Charles Gunther, Dennis Kleiner] |
| 387 | Resolution appointing Kyle Duffy as Laborer in the Department of Public Works |
| 388 | Resolution appointing William Bock to the position of Driver in the Department of Public Works |
| | |
| Motion | Motion Pfrommer, second Carman to approve Consent Calendar Resolutions 375 through 388 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Resolutions

| Number | Title |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 372 | Resolution expressing the need for the construction of up to 75 units of affordable housing by Michaels Development Company 1, LP |
| 373 | Resolution authorizing the execution of a Developer's Agreement relating to the construction of up to 135 units of affordable housing by Michaels Development Company 1, LP |
| 374 | Resolution authorizing the execution of a Payment In Lieu of Taxes (PILOT) agreement relating to the construction of up to 135 units of Affordable Housing by Michaels Development Company 1, LP |
| Comments | Committeeman Carman stated he opposes Resolutions 372 through 374-2014. Administrator Miller said he has worked towards compliance with the court order and is asking for the governing body's consideration of these resolutions. Mr. Miller felt the township would be put at risk by not acting upon these resolutions this evening. He further stated that not taking action could result in an increased density requirement. Committeeman Carman did not feel this affordable housing plan was beneficial to the taxpayers. Administrator Miller noted the application is due by the end of September. A discussion ensued amongst the governing body, Administrator Miller and Solicitor Friedman regarding the Affordable Housing requirements which the Mayor noted was a complicated issue to address. |
| Motion | Motion McCullough, second Cafero to approve Resolution 372 through 374 |
| Comment | Committeewoman Pfrommer asked if this matter can be tabled until September 17, 2014. Mr. Miller replied, yes. |
| Motion | Motion McCullough, second Hodson to table Resolutions 372 through 374-2014 until September 17, 2014 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Resolutions (Supplemental Consent Calendar)

| Number | Title |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 392 | Resolution appointing Brian D. Cummings as Code Inspector |
| 393 | Resolution appointing Cynthia Balles to the Economic Development Commission |
| 394 | Resolution appointing various individuals as part-time employees to serve the Department of Parks and Recreation |
| 395 | Resolution authorizing extension of inter-local services agreement between the Township of Egg Harbor and the Township of Upper for the use of facilities, equipment and supplies for truck and equipment washing |
| Motion | Motion Pfrommer second Cafero to approve Resolution 392 through 395 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Resolution (Police Officer Appointment)

| Number | Title |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 371A | Resolution appointing Ronald P. Koons as Police Officer |
| Motion | Motion Pfrommer, second Cafero to approve Resolution 371A |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |
| Comments | Mayor McCullough administered the oath of office to Ronald P. Koons and offered congratulations on behalf of the Township Committee members. |

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| | Police Chief Morris welcomed Mr. Koons to the Police Department. |
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Resolutions (Bill List and Closed Session Minutes Release)

| Number | Title |
|-----------------------|--------------------------------------------------------------|
| 389 | Authorizing payment of all bills pursuant to Exhibit A |
| Motion | Motion Carman, second Cafero to adopt Resolution 389 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Resolution (Closed Session Minutes Release)

| Number | Title |
|-----------------------|-----------------------------------------------------------------|
| 390 | Resolution authorizing the release of Executive Session Minutes |
| Motion | Motion Carman, second Cafero to adopt Resolution 390 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Approvals

| | |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Motion | Motion Hodson, second Pfrommer to approve the Closed Session Minutes of the Special Meeting of August 12, 2014, pursuant to Resolution No. 336 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |
| Motion | Motion Hodson, second Pfrommer to approve the Closed Session Minutes of the Special Meeting of August 14, 2014, pursuant to Resolution No. 337 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |
| Motion Vote | Motion Cafero, second Hodson to approve the Regular Minutes of the Meeting of August 20, 2014 All voted, yes |
| Motion | Motion Cafero, second Hodson to approve the Closed Session Minutes of the Meeting of August 20, 2014, pursuant to Resolution No. 339 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |
| Motion | Motion Carman, second Cafero to approve the payroll for the month of August 2014 in the sum of \$1,845,538.26 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Ordinances – Public Hearing

| Number | Title |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------|
| 25 | An ordinance fixing the salaries of certain officials and employees of the Township of Egg Harbor for the year 2014 |
| Purpose | The purpose of this ordinance is to amend the salary of the Code Inspector |
| Public Comment | No one came forward |
| Motion | Motion Hodson, second Pfrommer to close the public comment portion of Ordinance 25 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |
| Motion | Motion Cafero, second Carman to adopt Ordinance 25 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Mayor McCullough announced the Township Engineer was unable to attend this evening's meeting due to illness.

General Public Discussion

Jonathan O'Donnell, President, Michael's Development Company, L.P. advised he would make himself available at their convenience to discuss concerns relative to the proposed construction of affordable housing units outlined in Resolutions 372 through 374. Mr. O'Donnell stated funds are only available for a short time and the application deadline is fast approaching. Michael's Development Company will be investing approximately \$400,000 towards this project. He said the management of these types of units is stringent and the project should have a minimal effect upon the township.

Mayor McCullough asked Administrator Miller to arrange meetings with Mr. O'Donnell and no more than two Township committee members at a time.

Joe Stewart, Seaview Harbor Water Company stated their fire hydrants were used to fight two recent fires but their bills to the township for water service have gone unpaid.

Administrator Miller said that in 2012 Ralph Henry advised him the fire hydrants in Seaview Harbor did not provide sufficient water pressure for firefighting purposes. Our fire departments also deemed the hydrants insufficient for firefighting purposes. He subsequently notified Seaview Harbor Water Company in writing that the township would not be paying for fire hydrant service unless they were upgraded and deemed sufficient to fight fires.

Joe Stewart stated he believed the fire hydrants to be adequate for firefighting. He expressed concern and said the township should notify the residents if the fire hydrants are insufficient.

Mayor McCullough said Mr. Stewart and Ralph Henry should meet with the Longport and Egg Harbor Township Fire Departments as well as Administrator Miller to discuss the capabilities of the Seaview Harbor Water Company relative to appropriate flow for firefighting purposes. The Mayor referenced a recent boat fire and said it was a relatively small fire and was handled properly by our fire department.

Ralph Henry, 20 Sunset Boulevard said he has no knowledge of the capabilities of the fire hydrants and the residents should be notified by the township if the system is inadequate.

Mayor McCullough advised the fire departments can fight fires in Seaview Harbor by drafting out of the bay and that there are service agreements in place with adjoining municipalities for fire protection.

Malcolm Brown, 101 Hospitality Drive said the township has the responsibility to advise residents if their water system is inadequate to fight fires. He was also offended by the Mayor's comments about his boat fire as he feels it was a substantial fire.

Administrator Miller said the township is not the purveyor of water for the township. New Jersey-American Water Company provides service to the majority of the township and notifies their customers of any issues with their system. Similarly, Seaview Harbor Water Company has the responsibility to notify their customers of issues with their system. He also noted that through mutual aid with surrounding municipalities, all volunteer and paid fire departments assist each other as needed.

Amber Umphlett, 6512 Mill Road read excerpts from the Egg Harbor Township Board of Education's testimony before the Assembly Budget Committee, dated April 9, 2013. Ms. Umphlett asked Township Committee to consider supporting the Board of Education noting state aid has been frozen for the past few years which has had a negative impact on the school budget.

Motion Hodson, second Cafero to close the public portion. All voted, yes

Closed Session

| Number | Title |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 391 | Authorizing the Township Committee to convene into a Closed Executive Session to discuss matters which may involve litigation and/or personnel |
| Motion | Motion Cafero, second Pfrommer to adopt Resolution 391 |
| Roll Call Vote | Cafero-yes Carman-yes Hodson-yes Pfrommer-yes McCullough-yes |

Information Session (residents facing unemployment from casinos and related industries)

Mayor McCullough announced the Township Committee was going into Closed Session and the Public Information Session would be held simultaneously with the Closed Session. The Mayor advised representatives were in attendance to provide information on various services available to displaced workers. Each representative will briefly describe the services their company or organization offers. The representatives would then be available to provide information at the tables located

throughout the meeting room.

Mary Ann Radford, Egg Harbor Township, expressed disappointment over the closing of the casinos and felt measures could have been taken to avoid closure, Showboat Casino in particular. Ms. Radford said she is concerned over her ability to pay her mortgage and other bills since losing her job.

Representatives from the following companies and organizations were in attendance; Rhonda Lowery, Dale Crow and Frank Kuhn from Workforce Development; Sherwood Taylor from Atlantic Cape Community College; Bob McNeill from Stockton College; Russell Graves from HUD-Consumer Credit and Budgeting; Jeff Reynolds from Spruce Family Services; Ruth Conrad from Atlantic County Library, Egg Harbor Township Branch; Alyssa Bennett from AtlantiCare; and Kelly McPherson from Atlantic County Institute of Technology.

Adjournment

Motion: Pfrommer, second Carman to adjourn the meeting at 8:22 p.m.

Vote: All members voted, yes

James J. McCullough, Mayor

Eileen M. Tedesco, RMC, Township Clerk

Minutes approved September 17, 2014

Egg Harbor Township Committee Meeting
 Egg Harbor Township Community Center
 5045 English Creek Avenue, Egg Harbor Township NJ 08234
 Wednesday, September 3, 2014 – 5:00 p.m.

Agenda

- I. Call to Order
- II. Opening Statement Pursuant to the Open Public Meetings Act
- III. Video Broadcast/Television Statement
- IV. Pledge of Allegiance
- V. Roll Call: Joe Cafero
 John Carman, Jr.
 Paul Hodson
 Laura Pfrommer
 James J. McCullough

VI. **Resolutions (Consent Calendar)**

| Number | Title |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 372 | Resolution expressing the need for the construction of up to 75 units of affordable housing by Michaels Development Company 1, LP |
| 373 | Resolution authorizing the execution of a Developer’s Agreement relating to the construction of up to 135 units of affordable housing by Michaels Development Company 1, LP |
| 374 | Resolution authorizing the execution of a Payment In Lieu of Taxes (PILOT) agreement relating to the construction of up to 135 units of Affordable Housing by Michaels Development Company 1, LP |
| 375 | Resolution urging state lawmakers to oppose amending state constitution to permit casino gambling in New Jersey in sites other than Atlantic City |
| 376 | Resolution authorizing execution of Closing of Frequency Reconfiguration Agreement with Nextel of New York, Inc. and Nextel Communications of the Mid-Atlantic, Inc. |
| 377 | Resolution authorizing acceptance of contract entered into by Atlantic County Co-op for the purchase of rock salt |
| 378 | Resolution authorizing execution of maintenance agreement with Enforsys Inc |
| 379 | Resolution authorizing acceptance of improvements for the site plan of Harbor Holdings Ltd (Block 1211, Lot 19) |
| 380 | Resolution waiving raffle license fee for Bargaintown Volunteer Fire Company for Scullville Volunteer Fire Company’s annual Haunted Hayride and Car Maze |
| 381 | Resolution authorizing cancellation and refund of taxes pursuant to NJSA 54:4-3.30 and NJSA 54:4-3.32 on property known as Block 7602, Lot 22 (8041 English Creek Avenue) |
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| 384 | Resolution authorizing refund of overpaid taxes (various) |
| 385 | Resolution appointing Rebecca Lafferty as Alternate Homeowner on Rent Review Board |
| 386 | Resolution appointing members to the Zoning Board of Adjustment [Andrew Parker, Charles Gunther, Dennis Kleiner] |
| 387 | Resolution appointing Kyle Duffy as Laborer in the Department of Public Works |
| 388 | Resolution appointing William Bock to the position of Driver in the Department of Public Works |

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|-----------------------|----------------------------------------------------------------|--------|--------|----------|------------|
| Motion | Motion to approve Consent Calendar Resolutions 372 through 388 | | | | |
| Roll Call Vote | Cafero | Carman | Hodson | Pfrommer | McCullough |

VII. **Engineer's Report**

VIII. **Administrator's Report**

IX. **Ordinances – Public Hearing**

| Number | Title |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------|
| 25 | An ordinance fixing the salaries of certain officials and employees of the Township of Egg Harbor for the year 2014 |
| Purpose | The purpose of this ordinance is to amend the salary of the Code Inspector |
| Public Comment | |
| Motion | Motion to close the public comment portion of Ordinance 25 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |
| Motion | Motion to adopt Ordinance 25 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |

X. **General Public Discussion**

XI. **Resolutions (Bill List and Closed Session Minutes Release)**

| Number | Title |
|-----------------------|--------------------------------------------------------|
| 389 | Authorizing payment of all bills pursuant to Exhibit A |
| Motion | Motion to adopt Resolution 389 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |

Resolution (Closed Session Minutes Release)

| Number | Title |
|-----------------------|-----------------------------------------------------------------|
| 390 | Resolution authorizing the release of Executive Session Minutes |
| Motion | Motion to adopt Resolution 390 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |

XII. **Reports (Township Committee)**

XIII. **Approvals**

| | |
|-----------------------|----------------------------------------------------------------------------------------------------------------|
| Motion | To approve the Closed Session Minutes of the Special Meeting of August 12, 2014 pursuant to Resolution No. 336 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |
| Motion | To approve the Closed Session Minutes of the Special Meeting of August 14, 2014 pursuant to Resolution No. 337 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |
| Motion | To approve the Regular Minutes of the Meeting of August 20, 2014 |
| Vote | |
| Motion | To approve the Closed Session Minutes of the Meeting of August 20, 2014, pursuant to Resolution No. 339 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |
| Motion | Motion to approve the payroll for the month of August 2014 in the sum of \$1,845,538.26 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |

XIV. **Information Session (residents facing unemployment from casinos and related industries)**

XV. **Closed Session**

| Number | Title |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 391 | Authorizing the Township Committee to convene into a Closed Executive Session to discuss matters which may involve litigation and/or personnel |
| Motion | Motion to adopt Resolution 391 |
| Roll Call Vote | Cafero Carman Hodson Pfrommer McCullough |

XVI. **Adjournment**

Motion

Vote

Egg Harbor Township

Resolution No. 372

2014

RESOLUTION EXPRESSING THE NEED FOR THE CONSTRUCTION OF UP TO 75 UNITS OF AFFORDABLE HOUSING BY MICHAELS DEVELOPMENT COMPANY 1, LP

WHEREAS, the Michaels Development Company 1, LP (hereinafter referred to as the "Sponsor") proposes to construct a seventy-five ("75") unit low and moderate income family housing project, plus one additional non-income restricted superintendent unit (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the Township of Egg Harbor (hereinafter referred to as the "Municipality") on a site described as Block 1029, part of Lot 1 as shown on the Official Tax Assessment Map of the Township of Egg Harbor, Atlantic County, New Jersey and commonly known as Egg Harbor Township Family, 1425 Doughty Road, Egg Harbor Township, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing Project in the Municipality.

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

1. The Committee finds and determines that the Project proposed by the Sponsor meets or will meet an existing housing need; and
2. The Committee does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project; and
3. This Resolution shall take effect immediately.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

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

Egg Harbor Township

Resolution No. 373

2014

RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT RELATING TO THE CONSTRUCTION OF UP TO 135 UNITS OF AFFORDABLE HOUSING BY MICHAEL DEVELOPMENT COMPANY 1, LP

WHEREAS, the Michaels Development Company 1, LP (hereinafter referred to as the "Developer") proposes to construct up to 135 rental units affordable to low and moderate income households in two phases, the first phase consisting of 75 units plus one additional non-income restricted superintendent unit and the second phase consisting of 60 units (hereinafter referred to as the "Project"), on a site located at 1425 Doughty Road, which is located within the Township of Egg Harbor, Atlantic County, New Jersey (hereinafter the "Township"), and is comprised of Block 1029, part of Lot 1 on the Township's official Tax Map; and

WHEREAS, said affordable units will be constructed pursuant to Council on Affordable Housing ("COAH") regulations, Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.), and all other applicable guidelines; and

WHEREAS, the Developer and Township's professionals have approved the language of the Developer's Agreement attached hereto as Exhibit A; and

WHEREAS, the Township is willing to enter into the attached Developer's Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic, and State of New Jersey 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; and
- (2) The Committee hereby authorizes and directs the Mayor of Egg Harbor Township to execute, on behalf of the Township, the Developer's Agreement that is attached hereto as Exhibit A.
- (3) Said Developer's Agreement may be subsequently amended to further address the 1,000 unit cap issue, should it be deemed necessary to do so by the Township's attorneys and professionals at a later date.
- (4) This resolution shall take effect immediately.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Attachment: Exhibit A

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

**Developer's Agreement
by and between**

The Township of Egg Harbor

And

The Michaels Development Company I, LP

**DEVELOPER’S AGREEMENT BY AND BETWEEN THE TOWNSHIP OF
EGG HARBOR AND THE MICHAELS DEVELOPMENT COMPANY I, LP
AS DEVELOPER**

THIS AGREEMENT (“Agreement”) made this _____ day of _____, 2014 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

The Michaels Development Company I, LP, a New Jersey limited partnership, having an address at 3 East Stow Road, Suite 100, Marlton, New Jersey 08053 (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 Egg Harbor Township Planning Board (hereinafter 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 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 Superior Court of Atlantic County (hereinafter the “Court”), and the Court’s 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 ordered COAH to adopt new third round regulations using methodologies of the past; and

WHEREAS, after several parties appealed the Appellate Division decision to the Supreme Court, the Supreme Court issued a decision on September 26, 2013 in which it ordered COAH to adopt new third round regulations by February 26, 2014; and

WHEREAS, on April 30, 2014, after securing an extension of its February 26, 2014 deadline from the Supreme Court, COAH introduced and adopted new proposed substantive and procedural third round regulations (N.J.A.C. 5:98-1.1, et. seq. and N.J.A.C. 5:99-1.1, et. seq.); and

WHEREAS, COAH caused said proposed regulations to be published in the New Jersey Register on June 2, 2014, and after a comment and response period, it is anticipated that COAH

will consider the adoption of the proposed regulations on October 22, 2014; and

WHEREAS, under Court supervision, and while it awaits COAH to adopt the new proposed third round regulations, 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 the Township's affordable housing obligations; and

WHEREAS, Developer approached the Township and proposed to build a total of 135 affordable units to be completed in two phases, the first phase consisting of seventy-five (75) one hundred percent affordable family rental units, and the second phase consisting of sixty (60) senior and/or family rental units (hereinafter the "Project") at 1425 Doughty Road on an approximately 13.6 acre site described as Block 1029, part of Lot 1 on the official tax assessment map of the Township (hereinafter the "Property"); and

WHEREAS, there will be one additional non-income restricted unit constructed in the first phase of the Project for the superintendent of the Project, which will increase the total density of the Project to 136 units; and

WHEREAS, at a later date, the Township and the Developer will negotiate if the second phase of the Project will consist of family rentals, senior rentals, or a combination of both; 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 very low, low and moderate income households; and will be creditworthy units as defined by COAH and Uniform Housing Affordability Controls ("UHAC")(N.J.A.C. 5:80-26.1 et seq.) regulations in effect as of the date of this Agreement, and will remain creditworthy units to enable the Township to use such units towards satisfaction of its Mount Laurel affordable housing obligations; and

WHEREAS, based upon these assurances and the obligations created hereby, the Township has determined that the Project will 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 one hundred and thirty-five (135) affordable units in two phases consisting of a first phase of

seventy-five (75) family rental units affordable to low and moderate income households, and a second phase of sixty (60) family and/or senior units affordable to low and moderate income households at 1425 Doughty Road (Block 129, part of Lot 1). In addition to the seventy-five (75) units in the first phase there shall be a two-bedroom unit for the superintendent of the Project, which will increase the density of the Project to 136 total units. Notwithstanding anything to the contrary in this Agreement, this unit shall not be income restricted.

1.2 The purpose of this agreement is also to ensure that said units described in Section 1.1 are creditworthy and can be counted either towards

(a) a total obligation of 1,000 units should the Township ultimately prevail in its contention that its entire affordable obligation should not exceed 1,000 units in the 2014-2024 period; or,

(b) should the Township not prevail in this contention and should the regulations that COAH proposed on April 30, 2014 and published on June 2, 2014 become law, that the Township shall at least have the right to apply the seventy-five (75) credits and seventy-five (75) rental bonuses for the seventy-five (75) units to be created in the first phase of the Project and to apply the sixty (60) credits and any rental bonuses for the sixty (60) units to be created in the second phase of the Project (i) to its unanswered prior round obligation, after a building permit is issued for the first and/or second phase of the Project as the case may be, subject to any limitations on rental bonuses as set forth in COAH's prior round regulations or (ii) to the fair share of the prospective need if the newly proposed third round regulations are amended to allow for such rental bonuses.

ARTICLE II - BASIC TERMS

2.1 **The "Subject Property":** The subject Property is an approximately 13.6-acre site located at 1425 Doughty Road and is identified on the Township's tax map as Block 1029, part of Lot 1.

2.2 **The "Project":** The Project will consist of two phases. The first phase will consist of seventy-five (75) family rental units affordable to very low, low and moderate income households, and the second phase will consist of sixty (60) family and/or senior units affordable to very low, low and moderate income households. In addition, there will be one additional non-income restricted superintendent unit constructed in the first phase of the Project, which will increase the density of the Project to 136 total units.

ARTICLE III - DEVELOPER'S OBLIGATIONS

3.1 **Obligation To Develop Subject Property In Accordance With Various Requirements:** The Developer will develop a 136-unit Project in two phases on a parcel of land constituting of approximately 13.6 acres on a site identified as Block 1029, part of Lot 1 on the Township's tax map. The first phase will consist of seventy-five (75) one hundred percent affordable family rental units (plus one unrestricted superintendent unit), and the second phase will consist of sixty (60) one hundred percent affordable family and/or senior rental units. The Developer agrees, at its sole cost and expense, to develop the Subject Property in accordance with (a) the Concept Plan attached hereto as Exhibit A, subject to any variances or waivers

granted by the Planning Board; (b) the requirements of the Overlay Zone attached hereto as Exhibit B, subject to any variances or waivers granted by the Planning Board; (c) any developmental approvals by the Planning Board; (d) any other applicable governmental approvals, and (e) the terms and conditions of this Agreement.

3.2 Obligation To Ensure That The Site Is Suitable For The Project: The Developer will ensure that the site is suitable for the Project in accordance with all applicable COAH regulations, NJDEP regulations, and any and all other applicable rules or regulations. This includes, but is not limited to, ensuring that the site is developed in accordance with the New Jersey Residential Site Improvement Standards (“RSIS”), N.J.A.C. 5:21-1.1 et seq.

3.3 Obligation To Develop In Accordance With Local And State Planning Approval: Developer shall be obligated to obtain all necessary governmental approvals, including Planning Board approvals, which shall be acquired before commencement of construction on the Project. The Developer shall submit applications for all necessary preliminary and final site plan approvals to the Planning Board in accordance with Municipal Ordinances, the MLUL, and the Overlay Zone, subject to any variances or wavier granted by the Planning Board, which is attached hereto as Exhibit B. 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 thirty-five (135) creditworthy units, or such lesser number of units as the Planning Board may approve (plus any applicable bonus credits), to be used by the Township in addressing its current and/or future Mount Laurel affordable housing obligations. Throughout this Agreement the term “creditworthy” or “creditworthiness” shall be deemed to mean that the units are in compliance with applicable COAH and UHAC regulations in effect as of the date of this Agreement. Developer shall ensure that all units constructed on the Subject Property shall comply and comport with all applicable regulations, including but not limited to (a) all applicable COAH regulations or any standards that the Court may require be applied, (b) the applicable UHAC regulations, and (c) 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. The Developer will ensure that no more than fifty percent (50%) of the 135 units will be affordable to moderate income households, thirty eight percent (38%) of the 135 units will be affordable to low income households and twelve percent (12%) of the 135 units will be affordable to very low income households. These percentages will apply to both phases of the project.

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 on all monitoring and reporting requirements.

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 all applicable COAH and UHAC regulation requirements. Developer shall cause the deed restriction, along with this Agreement, to 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 for ensuring that the deed restrictions are properly maintained to ensure the creditworthiness of the units. The Administrative Agent shall be responsible for providing the Township with all information that it or other governmental entities may require.

3.8 Obligation To Provide Infrastructure And Other Improvements: Except as set forth in Section 4.6 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, as well as the requirements of the Overlay Zone attached hereto as Exhibit B. Developer acknowledges that such infrastructure improvements may include, but are not limited to, road 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 measures 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.

3.9 Obligation To Enter PILOT Agreement At Specific Rate: 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.

3.10 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 4.5.

3.11 Obligation To Lease Units In Manner That Maintains Their Creditworthiness: The 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 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.

3.12 Obligation To Commence Second Phase: The Developer shall obtain final Planning Board approval for the sixty (60) unit second phase of the Project within two years of Developer receiving the final Certificate of Occupancy (CO) for the first seventy-five (75) unit phase of the Project.

3.13 Obligation To Properly Manage The Units: Developer shall have the obligation to ensure that the Project is properly managed not only to ensure the creditworthiness of the units, but also to ensure that the Interstate Realty Management Company, who will manage the Property, will strive to keep the Property safe, clean and in good operating condition.

3.14 Financing And Acquisition Contingency: Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent upon (a) Developer obtaining financing for Developer's acquisition and construction of each of the first phase and the second phase of the Project, and (b) Developer's acquisition of title to the Property.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4.1 Obligation Of Township To Appoint The Michaels Development Company I, LP As The Developer Of The Subject Property: The Michaels Development Company I, LP 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. Subject to Section 9.9 herein, 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 3.9 of this Agreement, the Township shall execute an Agreement for Payment in Lieu of Taxes substantially in the form attached hereto as Exhibit C.

4.3 Obligation To Waive Specified Fees: The Township shall contribute the Township-controlled Inspection Fee, Building Permit Fees and Recreation Fee. Specifically, the contribution 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. In addition, the contribution of the Recreation Fee is contingent upon the Developer providing on-site recreation for the families who will live in the Project in accordance with attached Exhibit A. The Parties will cooperate to determine the value of such contributions set forth in this Section and other sections of this Agreement with such total contribution value to be made a part of the Developer's November 2014 Tax Credit Application.

4.4 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 November 2014 submission and, if

necessary, a submission in 2015. The Parties acknowledge that to be competitive, the Developer will need to demonstrate that it has established site control, secured preliminary and final site plan approval and entered into a PILOT consistent with this Agreement. The Township shall have no obligation to provide financing to the Project if the Developer cannot secure adequate funding from non-municipal sources.

4.5 Obligation To Provide A Certificate Of Completion Upon Satisfaction Of Responsibilities: The Township shall issue a Certificate of Completion in recordable form to Developer upon (a) the completion of the construction of the Project and satisfaction of its responsibilities under this Agreement, (b) 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 (c) 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.

4.6 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.

4.7 Planning Board Contingency: This Agreement is contingent upon Developer securing Planning Board approvals for the construction of the first phase of seventy-five (75) affordable units (plus one unrestricted superintendent unit) and the second phase of sixty (60) affordable units as described herein.

4.8 Obligation To Study The Property And Surrounding Area To Determine Whether The Area Is An Area In Need Of Rehabilitation: Subject to Developer's payment of all reasonable expenses associated therewith, the Township shall conduct an appropriate investigation to determine whether the Property and the surrounding area, is an Area In Need of Rehabilitation under N.J.S.A. 40A:12A-14 and, if appropriate, shall adopt an appropriate Resolution declaring the Delineated Area to be an Area In Need of Rehabilitation.

4.9 Obligation To Rezone Adjacent Site: After the first phase of the Project is fully constructed, the Township will rezone the balance of the lands immediately adjacent to the site to ensure that the currently permitted "heavy manufacturing" and "outside manufacturing" uses are eliminated.

ARTICLE V - COURT APPROVAL OF AGREEMENT

5.1 Court Approval Of The Agreement: Within thirty (30) days of the execution of this Agreement by all Parties, the Parties shall seek Court approval of same via an Order entered into by the Court after a properly noticed Fairness Hearing.

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 units contemplated by this Agreement towards

(a) a total obligation of 1,000 units should the Township ultimately prevail in its contention that its entire affordable obligation should not exceed 1,000 units in the 2014-2024 period; or,

(b) should the Township not prevail in this contention and should the regulations that COAH proposed on April 30, 2014 and published on June 2, 2014 become law, that the Township shall at least have the right to apply the seventy-five (75) credits and seventy-five (75) rental bonuses for the seventy-five (75) units to be created in the first phase of the Project and to apply the sixty (60) credits and any rental bonuses for the sixty (60) units to be created in the second phase of the Project (i) its unanswered prior round obligation, after a building permit is issued for the first and/or second phase of the Project as the case may be, subject to any limitations on rental bonuses as set forth in COAH's prior round regulations or (ii) to the fair share of the prospective need if the newly proposed third round regulations are amended to allow for such rental bonuses.

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: (a) a resolution of intent to bond as necessary as that concept has been applied in applicable COAH regulations; and (b) 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 family rental units contemplated by this Agreement are under construction the Parties agree that, subject to approval by the Court, those units shall be eligible for two for one rental bonuses if they are applied to the Township's unanswered prior round obligation, subject only to the rental bonus cap applicable to prior round obligations and, if rental bonuses shall be allowed for round three, the Township shall be entitled to apply some portion of these affordable units and any applicable rental bonuses towards its prospective need obligation.

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 and applicable rental bonuses that will be generated from the construction of the affordable units contemplated by the Agreement towards

(a) a total obligation of 1,000 units should the Township ultimately prevail in its contention that its entire affordable obligation should not exceed 1,000 units in the 2014-2024 period; or,

(b) should the Township not prevail in this contention and should the regulations that COAH proposed on April 30, 2014 and published on June 2, 2014 become law, that the Township shall at least have the right to apply the seventy-five(75) credits and seventy-five (75) rental bonuses for the seventy (75) units to be created in the first phase of the

Project and to apply the sixty (60) credits and any rental bonuses for the sixty (60) units to be created in the second phase of the Project (i) to its unanswered prior round obligation, after a building permit is issued for the first and/or second phase of the Project as the case may be, subject to any limitations on rental bonuses as set forth in COAH's prior round regulations or (ii) to the fair share of the prospective need if the newly proposed third round regulations are amended to allow for such rental bonuses.”

6.4 An Additional Essential And Non-Severable Condition Of This Agreement: This Agreement is further subject to an essential and non-severable condition that any Order issued by the Court approving this Agreement must also include the following provision: “The Township shall be entitled (a) to obtain rental bonuses for the units, once the units are under construction, and (b) to apply those rental bonuses to an obligation capped at 1,000 units or the Township's unanswered prior round obligation, subject to any limitations on rental bonuses as set forth in COAH's prior round regulations, should the Township's entire 2014-2024 obligation not be capped at 1,000 units; or, at the Township's exclusive discretion, to apply the rental units and any rental bonuses that may be eligible towards the prospective need if the newly proposed third round regulations are amended to allow for such rental bonuses.”

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 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: **The Michaels Development Company I, LP**
3 East Stow Road, Suite 100
Marlton, NJ 08053
Attention: John J. O'Donnell, President
Facsimile: (856) 988-5817

WITH COPIES TO: **The Michaels Development Company, I, LP**
3 East Stow Road, Suite 100
Marlton, NJ 08053
Attention: Jonathan Lubonski, Development Officer
Facsimile: (856) 797-8956

Paul T. Chan, Esq.
Levine, Staller, Sklar, Chan & Brown, P.A.
3030 Atlantic Avenue
Atlantic City, NJ 08401
Facsimile: (609) 347-1166

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, NJ 08730
Facsimile: (732) 612-3101

AND TO: **Marc Friedman, Esq.**, Township Attorney
616 West Ocean Heights Avenue
Linwood, NJ 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 or an Event of Default described below, if Developer has not commenced construction of the Project within five years of the approval of this Agreement by the Court, 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, such as an act of God (lightning, blizzards, hurricanes, 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:

(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 (i) 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, 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 this Agreement 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 one hundred and thirty-five (135) affordable 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.

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 thirty (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 _____, 2014.

Witness/Attest:

The Michaels Development Company I, LP
By: The Michaels Development Holding
Company, L.L.C., its General Partner

By: _____
John J. O'Donnell, President

Dated: _____, 2014

Witness/Attest:

Township of Egg Harbor

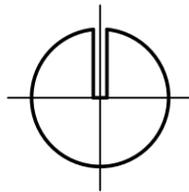
By: _____
James J. McCullough, Mayor

Dated: _____, 2014

EXHIBIT A

Concept Plan

\\Volumes\Public\Projects\2014\14057_MDC_EggHarbor\Drawings\archicad\2014_08_12_SiteAnalysis.pln,CONCEPTUAL SITE PLAN,Wednesday, August 13, 2014, 6:51 PM

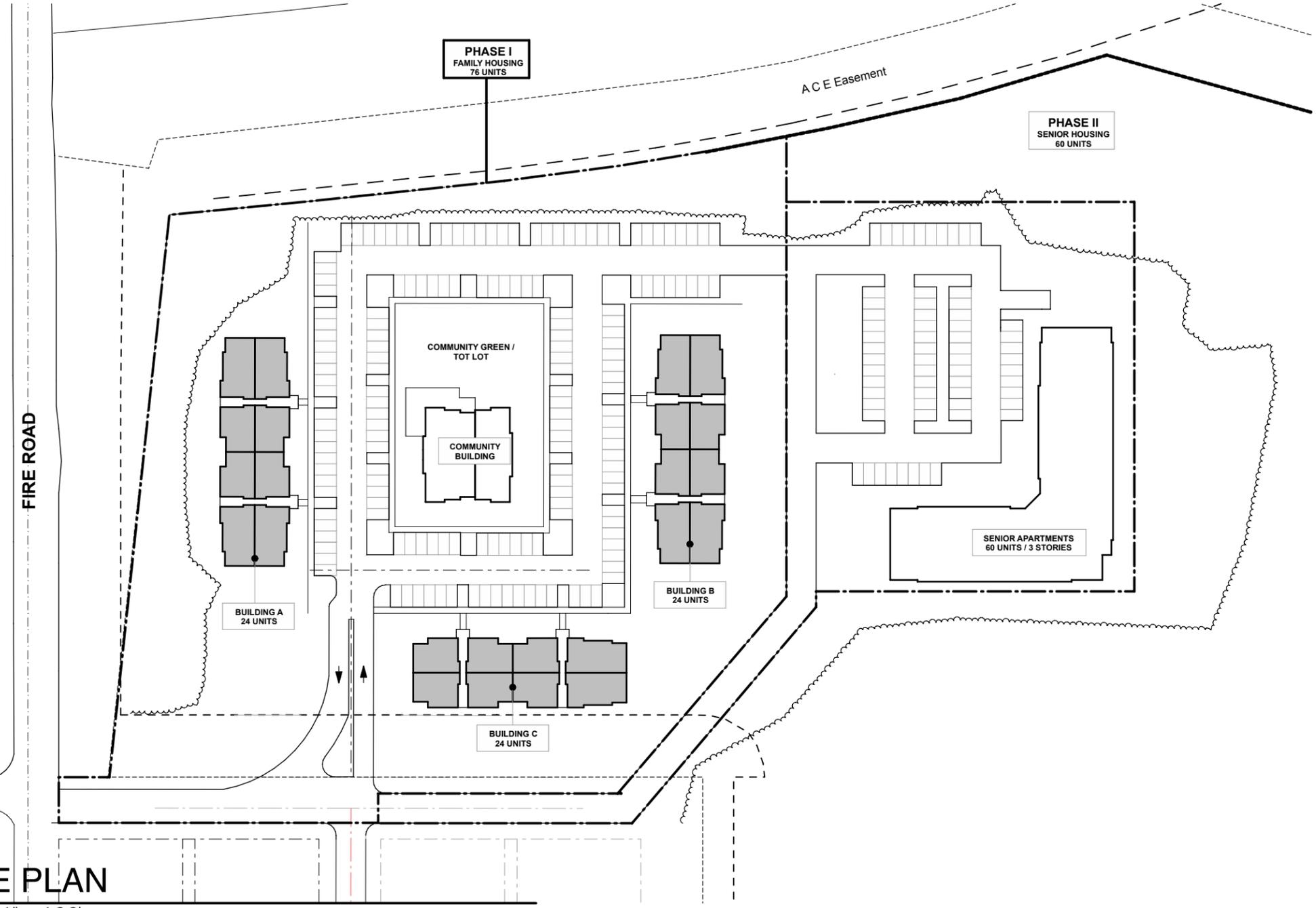


1

SITE PLAN

SCALE: 1" = 100'

FIRE ROAD



Kitchen & Associates
Architecture
Engineering
Planning
Interiors

Collingswood, NJ
756 Haddon Avenue - 08108
Tel: 856.854.1880

Philadelphia, PA
8 Penn Center
1628 John F Kennedy Blvd - 19103
Suite 1600
Tel: 215.985.0111

On the Web
www.kitchenandassociates.com

| | |
|-----------|----------|
| Date | |
| Scale | AS NOTED |
| Drawn | |
| Job | 14057 |
| Revision: | |

EGG HARBOR AFFORDABLE HOUSING

Fire Road
Egg Harbor Township, NJ #Site
Postcode

SP101

CONCEPTUAL SITE PLAN

EXHIBIT B

Overlay Zone

AFFORDABLE HOUSING OVERLAY ZONE-A MAP

TOWNSHIP OF EGG HARBOR ATLANTIC COUNTY

SCALE: 1"=500' DATE: 5/13/09

RY
RE
W
REMINGTON VERNICK & WALBERG ENGINEERS
645 N. MAIN STREET, PLEASANTVILLE, N.J. 08233
(609) 646-7110, FAX (609) 646-7076, WEB SITE ADDRESS: WWW.RVE.COM

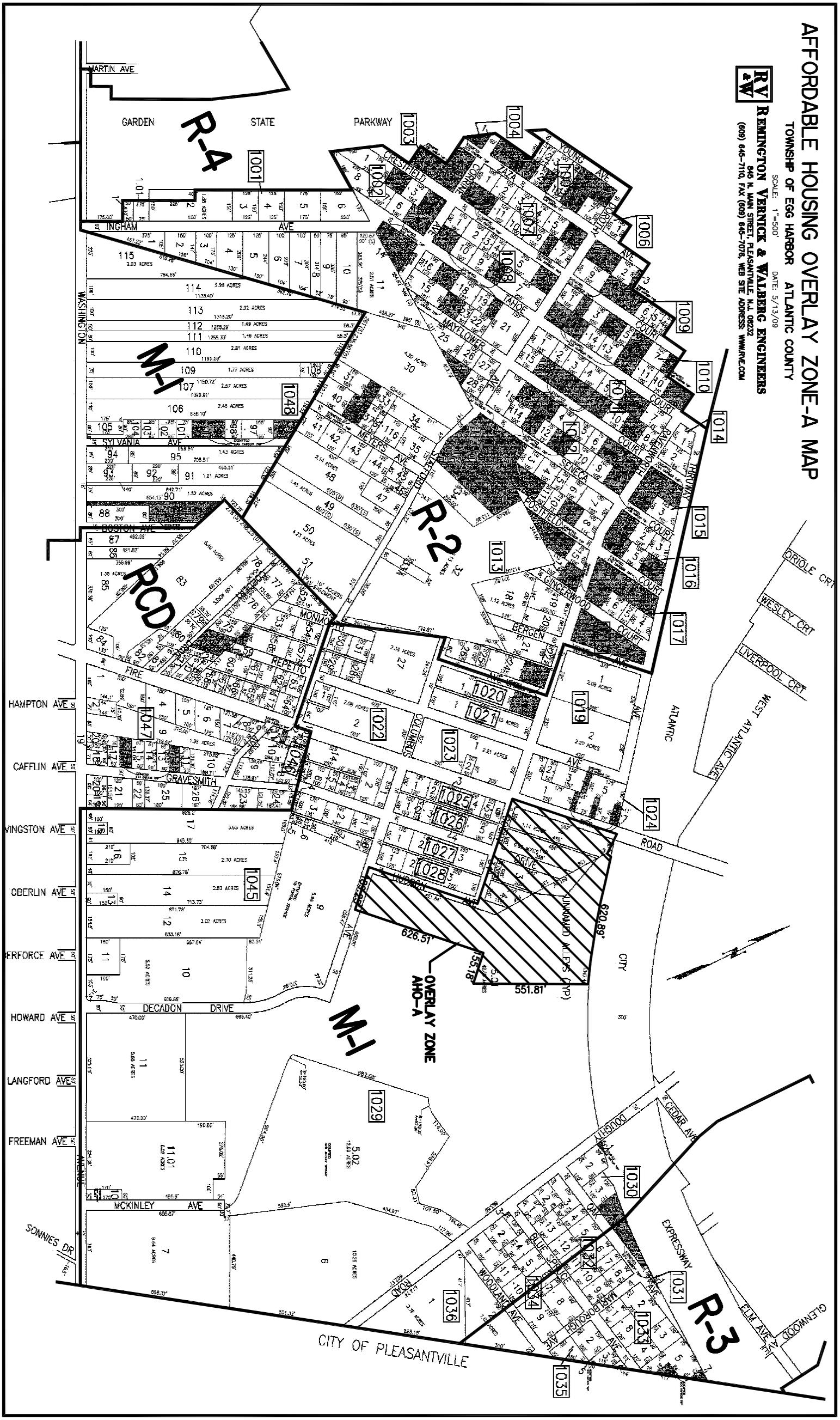


EXHIBIT C

Agreement for Payment In Lieu of Taxes

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this ____ day of _____, 2014, between The Michaels Development Company I, LP, limited partnership of the State of New Jersey, or its nominee, having its principal office at 3 East Stow Road, Suite 100, Marlton, New Jersey 08053 (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 September 3, 2014, (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 13.6 acre parcel of land designated as Block 1029, part of Lot 1 on the Official Assessment Map of the Township of Egg Harbor, Atlantic County, and known as 1425 Doughty Road, Egg Harbor, Atlantic County, New Jersey (hereinafter "Subject Property").

3. The Project shall be defined as follows: The Project involves the construction of seventy-five (75) creditworthy -- as defined by the Council on Affordable Housing ("COAH") and Uniform Housing Affordability Controls ("UHAC") applicable regulations as of the date of this Agreement -- family rental units affordable to low and moderate income households in phase one, and sixty (60) creditworthy family and/or senior rental units affordable to low and moderate income households in phase two. In addition, there will be one additional non-income restricted superintendent unit constructed in the first phase of the Project, which will increase the density of the Project to a total of 136 total units. It is anticipated that the developer will receive final Planning Board approval for phase two within two years of receiving the final Certificate of Occupancy for phase one.

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 thirty (30) years from the date of the execution of the Agency Mortgage.

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:

- (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 approved by the Court (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 seventy-six (76) units in phase one of the Project and/or for the sixty (60) units in phase two of the Project. For avoidance of doubt, each phase shall receive the benefit of the PILOT upon "Substantial Completion" of that phase.
 - (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 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:
- Year 1: 10% (Partial Year) of the Project Revenues
 - Year 2-30: 10% of the Project Revenues
- (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. Any such action must be commenced within two years of the receipt of the Audit by the Municipality.
- (c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and the Agency 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 added 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 3 East Stow Road, Suite 100, Marlton, NJ 08053 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.

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.

12. 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.

[SIGNATURE PAGE TO FOLLOW]

SPONSOR:

The Michaels Development Company I, LP,
a New Jersey limited partnership

Witness/Attest:

By: The Michaels Development Holding Company, L.L.C.,
A New Jersey limited liability company,
Its General Partner

John J. O'Donnell, President

Dated: _____, 2014

MUNICIPALITY:

TOWNSHIP OF EGG HARBOR
By: James J. McCullough, Mayor

Witness/Attest:

James J. McCullough

Dated: _____, 2014

EXHIBIT "A"

REVENUE PROJECTION

REVENUE PROJECTION (1st FULL CALENDAR YEAR OF OPERATIONS)

| | |
|------------------------------|------------|
| Projected Annual Gross Rents | \$549,672 |
| Vacancy at 5% | (\$27,484) |
| Other Income | \$0 |
| Minus Utilities | (\$50,000) |
| <hr/> | |
| Net Projected Revenue | \$472,190 |

10.00% Projected Payment in Lieu \$47,219

ESTIMATED PAYMENTS IN LIEU OF TAXES

| | | | | | |
|---------|----|--------|---------|----|--------|
| Year 1 | \$ | 47,219 | Year 16 | \$ | 63,551 |
| Year 2 | \$ | 48,163 | Year 17 | \$ | 64,822 |
| Year 3 | \$ | 49,127 | Year 18 | \$ | 66,118 |
| Year 4 | \$ | 50,109 | Year 19 | \$ | 67,440 |
| Year 5 | \$ | 51,111 | Year 20 | \$ | 68,789 |
| Year 6 | \$ | 52,134 | Year 21 | \$ | 70,165 |
| Year 7 | \$ | 53,176 | Year 22 | \$ | 71,568 |
| Year 8 | \$ | 54,240 | Year 23 | \$ | 73,000 |
| Year 9 | \$ | 55,325 | Year 24 | \$ | 74,460 |
| Year 10 | \$ | 56,431 | Year 25 | \$ | 75,949 |
| Year 11 | \$ | 57,560 | Year 26 | \$ | 77,468 |
| Year 12 | \$ | 58,711 | Year 27 | \$ | 79,017 |
| Year 13 | \$ | 59,885 | Year 28 | \$ | 80,597 |
| Year 14 | \$ | 61,083 | Year 29 | \$ | 82,209 |
| Year 15 | \$ | 62,304 | Year 30 | \$ | 83,854 |

Egg Harbor Township

Resolution No. 374

2014

**RESOLUTION AUTHORIZING THE EXECUTION OF A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT
RELATING TO THE CONSTRUCTION OF UP TO 135 UNITS OF AFFORDABLE HOUSING BY MICHAELS
DEVELOPMENT COMPANY 1, LP**

WHEREAS, the Michaels Development Company 1, LP (hereinafter referred to as the “Sponsor” or “Developer”) proposes to construct up to 135 units affordable to low and moderate income households in two phases, the first phase consisting of 75 units plus one additional non-income restricted superintendent unit and the second phase consisting of 60 units (hereinafter referred to as the “Project”) on a site located within the Township of Egg Harbor, Atlantic County, New Jersey (hereinafter the “Township”) comprised of Block 1029, part of Lot 1 on the Township’s official Tax Map, pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1 et seq., and all other applicable guidelines (the foregoing hereinafter referred to as the “HMFA Requirements”); and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “Agency”); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Township of Egg Harbor hereby determines that there is a need for this housing project in the Township; and

WHEREAS, the Sponsor and Township’s professionals have approved the language of the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit A; and

WHEREAS, the Township is willing to enter into the attached Agreement for Payments in Lieu of Taxes; and

WHEREAS, the Sponsor has presented to the Township Committee a revenue projection for the Project which sets forth the anticipated revenue to be received by the Sponsor from the operation of the Project as estimated by the Sponsor and the Agency, a copy of which is attached to the Agreement for Payments in Lieu of Taxes as its only exhibit.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic, and State of New Jersey 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; and
- (2) The Committee does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Requirements with the intent and purpose that the Agency shall rely thereon in making a mortgage loan to the Sponsor, which shall construct, own and operate the Project; and
- (3) The Committee does hereby adopt the within Resolution with the further intent and purpose that from the date of substantial completion of the proposed Project, including both the land and improvements thereon, the Project will be exempt from real property taxation as provided in the HMFA Requirements, provided that payments in lieu of taxes for municipal services supplied to the Project are made to the municipality in such amounts and manner set forth in the Agreement for Payments in Lieu of Taxes attached hereto as Exhibit A; and

- (4) The Committee hereby authorizes and directs the Mayor of Egg Harbor Township to execute, on behalf of the Township, the Agreement for Payment in Lieu of Taxes annexed hereto as Exhibit A; and
- (5) The Committee understands and agrees that the projections set forth in the exhibit attached to the Agreement for Payment in Lieu of Taxes are estimates and that the actual payments in lieu of taxes to be paid by the Sponsor to the municipality shall be determined pursuant to the Agreement for Payment in Lieu of Taxes executed between the Sponsor and the Township.
- (6) This resolution shall take effect immediately.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

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 _____, 2014, between The Michaels Development Company I, LP, limited partnership of the State of New Jersey, or its nominee, having its principal office at 3 East Stow Road, Suite 100, Marlton, New Jersey 08053 (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").

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- (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:
- Year 1: 10% (Partial Year) of the Project Revenues
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- (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.
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- (c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and the Agency 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.

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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.

12. 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.

[SIGNATURE PAGE TO FOLLOW]

SPONSOR:

The Michaels Development Company I, LP,
a New Jersey limited partnership

Witness/Attest:

By: The Michaels Development Holding Company, L.L.C.,
A New Jersey limited liability company,
Its General Partner

John J. O'Donnell, President

Dated: _____, 2014

MUNICIPALITY:

TOWNSHIP OF EGG HARBOR
By: James J. McCullough, Mayor

Witness/Attest:

James J. McCullough

Dated: _____, 2014

EXHIBIT "A"

REVENUE PROJECTION

REVENUE PROJECTION (1st FULL CALENDAR YEAR OF OPERATIONS)

| | |
|------------------------------|------------|
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| Year 12 | \$ | 58,711 | Year 27 | \$ | 79,017 |
| Year 13 | \$ | 59,885 | Year 28 | \$ | 80,597 |
| Year 14 | \$ | 61,083 | Year 29 | \$ | 82,209 |
| Year 15 | \$ | 62,304 | Year 30 | \$ | 83,854 |

Egg Harbor Township

Resolution No. 375

2014

RESOLUTION URGING STATE LAWMAKERS TO OPPOSE AMENDING STATE CONSTITUTION TO PERMIT CASINO GAMBLING IN NEW JERSEY IN SITES OTHER THAN ATLANTIC CITY

WHEREAS, for the past 36 years (since 1978), Atlantic City has been the sole operational site for casinos in the State of New Jersey; and

WHEREAS, the economy of Atlantic City and surrounding areas is largely influenced by the casino industry in areas such as jobs, housing, tax rates and assessments; and

WHEREAS, with the expansion of casino gambling to Pennsylvania, New York, Delaware and Connecticut, Atlantic City is no longer the sole casino/legalized gambling destination on the east coast; and

WHEREAS, The New Jersey Governor's and Legislature have supported Atlantic City as being the sole site for casino operation/gambling within the State of New Jersey; and

WHEREAS, in 2011, Governor Christie and the Legislature amended gambling and tourism regulations and "...vowed to protect the monopoly [of Atlantic City gambling site] for five years..."-until at least 2016 so casinos could recover under the State plan; and

WHEREAS, expansion of permitted legalized gambling sites in New York and Pennsylvania threatens to draw even more people from the Atlantic City venue; and

WHEREAS, further deterioration of the Atlantic City casino industry would not only effect Atlantic City but would have a ripple effect in the surrounding communities, Atlantic County and South Jersey; and

WHEREAS, the Atlantic City casino industry employs over 31,000 men and women, including 27,000 from Atlantic County and supports numerous small local businesses; and

WHEREAS, the loss of these jobs will hurt the hard working middle class men and women of Atlantic County who are the very people the casino industry was intended to help; and

WHEREAS, in order to operate casinos in New Jersey outside of Atlantic City, a referendum is needed; and

WHEREAS, in order to place a referendum before the people, legislation to amend the State Constitution is needed with 60 percent of the State legislators passing the bill or by a simple majority of each house in consecutive years; and

WHEREAS, casino gaming in North Jersey will negatively impact our regional economy, depress our property values, and place 27,000 jobs at risk, thereby making it difficult for local families to afford to live in Atlantic County;

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. Our State Legislators be urged to vote “no” on any bill that would attempt to change the State Constitution to permit a referendum regarding gambling in New Jersey outside of Atlantic City.
2. The Governor and State Senate President be urged to honor their vow to protect the monopoly of legalized gambling in Atlantic City at least until 2016.
3. This Resolution be sent to all State Legislatures, New Jersey League of Municipalities, Atlantic County Freeholders and Executive Director, in order that they may commit to the continued support of Atlantic City and the surrounding communities.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 376

2014

RESOLUTION AUTHORIZING EXECUTION OF CLOSING OF FREQUENCY RECONFIGURATION AGREEMENT WITH NEXTEL OF NEW YORK, INC AND NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the Mayor is hereby authorized to execute the attached Closing of Frequency Reconfiguration Agreement with Nextel of New York, Inc. and Nextel Communications of the Mid-Atlantic, Inc., each a wholly owned indirect subsidiary of Sprint Corporation.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

attachment

Egg Harbor Township

Resolution No. 377

2014

**RESOLUTION AUTHORIZING ACCEPTANCE OF CONTRACT ENTERED INTO BY
ATLANTIC COUNTY CO-OP FOR THE PURCHASE OF ROCK SALT**

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that as an Atlantic County Cooperative Member, the Township is authorized to accept a contract entered into by the Atlantic County Co-op, for the purchase of rock salt, for the years of 2014 and 2015, with Mid-Atlantic Salt, LLC, 1305 Hollow Cove, Narberth, PA 19072.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 378

2014

RESOLUTION AUTHORIZING EXECUTION OF MAINTENANCE AGREEMENT WITH ENFORSYS INC.

BE IT RESOLVED, that the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey hereby authorizes the execution of a maintenance agreement as follows:

| Company | Item | Department | Total Cost |
|--------------------------------------------------------------------------|------------------------------------------------------|-------------------|-------------------|
| Enforsys Inc. 200 Lanidex Plaza Suite 2103 Parsippany, NJ 07054 | Software maintenance for Fire Inspections Program | Inspections | \$525.00 |
| | Commencing November 1, 2014 through October 31, 2015 | | |

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: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 379

2014

**RESOLUTION AUTHORIZING ACCEPTANCE OF IMPROVEMENTS FOR THE SITE PLAN OF
HARBOR HOLDINGS, LTD (BLOCK 1211, LOT 19)**

WHEREAS, there was a letter of credit issued by The Bank on behalf of Harbor Holdings, Ltd. to the Township of Egg Harbor in the sum \$249,528.44; and

WHEREAS, the applicant has requested the Township to accept the site plan of Harbor Holdings, Ltd., Block 1211, Lot 19, communicating this request to the offices of the Township Engineer; and

WHEREAS, the Township Engineer, upon an on-site inspection, has determined that all the improvements have been completed and are eligible to be released from the letter of credit;

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 improvements for the site plan known as Harbor Holdings, Ltd., SPPF 08-08, are hereby accepted; and

BE IT FURTHER RESOLVED, that the letter of credit issued by The Bank on behalf of Harbor Holdings, Ltd., in the sum of \$249,528.44 is hereby authorized to be released.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 380

2014

**RESOLUTION WAIVING RAFFLE LICENSE FEE FOR BARGAINTOWN VOLUNTEER FIRE COMPANY FOR
SCULLVILLE VOLUNTEER FIRE COMPANY'S ANNUAL HAUNTED HAYRIDE AND CAR MAZE**

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the raffle license fee for Bargaintown Volunteer Fire Company for Scullville Volunteer Fire Company's annual Haunted Hayride and Car Maze is hereby waived.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 381

2014

RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF TAXES PURSUANT TO N.J.S.A. 54:4-3.30 & N.J.S.A 54:4-3.32 ON PROPERTY KNOWN AS BLOCK 7602, LOT 22 (8041 ENGLISH CREEK AVENUE)

WHEREAS, it has been brought to the attention of the Township of Egg Harbor that there are taxes assessed on Block 7602, Lot 22 (8041 English Creek Avenue) for 2014 which should be canceled pursuant to N.J.S.A. 54:4-3.30(a); and

WHEREAS, it is the desire of the Township Committee to adjust the records of the Tax Collector in accordance therewith, which is the purpose of this resolution; and

WHEREAS, Gary and Helen Holland took title to Block 7602, Lot 22 (8041 English Creek Avenue) on June 23, 2014; and

WHEREAS, Gary and Helen Holland are qualified to receive a permanent and totally disabled veteran's property tax exemption, pursuant to N.J.S.A. 54:4-3.30(b);

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 Tax Collector, pursuant to the exemption under N.J.S.A. 54:4-3.30(a), is hereby authorized to cancel taxes on Block 7602, Lot 22 (8041 English Creek Avenue) as follows due to the fact that said property is exempt:

| Year | Cancel Amount |
|-------------|----------------------|
| 2014 | \$4,038.48 |

2. The Township Treasurer and other appropriate officials, pursuant to N.J.S.A. 54:4-3.30(b) and N.J.S.A. 54:4-3.32, are hereby authorized to refund taxes on Block 7602, Lot 22 (8041 English Creek Avenue) as follows to Gary and Helen Holland, 8041 English Creek Avenue, Egg Harbor Township, NJ 08234:

| Year | Refund Amount |
|-------------|----------------------|
| 2014 | \$1,892.06 |

3. A certified copy of this resolution shall be forwarded to the Tax Collector, Tax Assessor and Chief Financial Officer.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 382

2014

RESOLUTION AUTHORIZING REFUND OF TAXI OWNER/DRIVER APPLICATION FEE TO ALEXANDER MCCOLLUM JR.

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following refund for a taxi owner/driver application fee which was deposited in error, is hereby authorized to be made:

| Issue Refund To | Amount |
|-----------------------------------------------------------------------------|---------------|
| Alexander McCollum Jr. 31 Leanne Drive Sicklerville, New Jersey 08081 | \$200.00 |

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: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 383

2014

RESOLUTION AUTHORIZING REFUND OF CURB AND SIDEWALK PERMIT 15-2013 FOR 2529 TREMONT AVENUE

WHEREAS, The ARC of Atlantic County posted a surety in the sum of \$4,000 for Curb and Sidewalk Permit No. 15 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 \$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 The ARC of Atlantic County Inc., 6550 Delilah Road, Suite 101, 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: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 384

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: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Attachment: Exhibit A

| |
|-----------|
| Exhibit A |
|-----------|

Egg Harbor Township

Resolution No.384

| BLOCK/LOT | NAME/ADDRESS | REASON | YEAR | AMOUNT |
|-----------|----------------------------------------------------------------------------------------|----------------------------------------|------|--------------------------|
| 5304/2.01 | CoreLogic Real Estate Tax Service P.O. Box 961250 Fort Worth, TX 76161-9887 | Overpayment 3 rd Quarter | 2014 | \$1,739.34 |
| Various | New Jersey Land Company LLC 106 S. 7 th Street Philadelphia, PA 19106 | Overpayment 3 rd Quarter | 2014 | \$283.02 |
| Various | CoreLogic Real Estate Tax Service P.O. Box 961250 Fort Worth, TX 76161-9887 | Overpayment 3 rd Quarter | 2014 | \$2,112.22 |
| | | | | TOTAL: \$4,134.58 |

Egg Harbor Township

Resolution No. 385

2014

RESOLUTION APPOINTING REBECCA LAFFERTY AS ALTERNATE HOMEOWNER ON RENT REVIEW BOARD

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following person is hereby appointed to the Rent Review Board for the term indicated:

| Member | Position | Term |
|------------------|------------------|-----------------|
| Rebecca Lafferty | Alternate Tenant | 1/1/13-12/31/14 |

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 386

2014

RESOLUTION APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

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 Zoning Board of Adjustment for the terms as indicated:

| Member | Position | Term |
|---------------------------------------------------------------|-----------------------------|-----------------|
| Andrew Parker (Filling unexpired term of Len Dagit) | Regular Member, Class IV | 1/1/13-12/31/16 |
| Charles Gunther (Filling unexpired term of Andrew Parker) | Alternate I | 1/1/14-12/31/15 |
| Dennis Kleiner (Filling unexpired term of Charles Gunther) | Alternate II | 1/1/13-12/31/14 |

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 387

2014

RESOLUTION APPOINTING KYLE DUFFY AS LABORER IN THE DEPARTMENT OF PUBLIC WORKS

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following person is hereby appointed as a full-time probationary employee in the Township subject to the investigation required by the Statute and the satisfaction of any other pre-employment qualifications:

| Name | Position | Department | Bi-Weekly Salary | Effective |
|------------|------------------------------|--------------|------------------|-------------------|
| Kyle Duffy | Laborer, Category D, Level 1 | Public Works | \$993.07 | September 8, 2014 |

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 388

2014

RESOLUTION APPOINTING WILLIAM BOCK TO THE POSITION OF DRIVER IN THE DEPARTMENT OF PUBLIC WORKS

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that, effective September 8, 2014, the following person is hereby appointed to the following position for a probationary period of six months:

| Employee | Position | Bi-Weekly Salary |
|---------------------|------------------------------|------------------|
| William Bock | Driver, Category C, Level 11 | \$1,812.46 |

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Ordinance No. 25

2014

AN ORDINANCE FIXING THE SALARIES OF CERTAIN OFFICIALS AND EMPLOYEES OF THE TOWNSHIP OF EGG HARBOR FOR THE YEAR 2014

WHEREAS, pursuant to N.J.S.A. 40A:9-165, the setting of such salaries shall be by promulgation of Township Ordinance;

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

SECTION 1: *Salaries.* That the salaries and compensation of certain officials and employees of Egg Harbor Township hereinafter named shall, commencing September 1, 2014, be and the same are hereby fixed and determined to be base salaries as follows and shall be payable in bi-weekly payments:

| | |
|----------------|-------------------|
| Code Inspector | \$1,570 - \$2,068 |
|----------------|-------------------|

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 on September 1, 2014.

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 12, 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 3, 2014 AT 5:30 PM.

Dated: August 12, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 389
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: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Manual Bill List ~ September 3, 2014

| P.O. No. | Vender ID | Vender Name | Amount | Check No. | Wire No. |
|----------|-----------|-------------------------------|---------------------|-----------|----------|
| 14-02309 | ATLANTI1 | ATLANTIC CITY ELECTRIC | 14,591.59 | 78348 | |
| 14-01126 | DELTA 33 | DELTA DENTAL PLAN OF NJ | 18,633.42 | 78349 | |
| 14-02720 | EHT MUNI | EGG HARBOR TOWNSHIP MUA | 3,307.75 | 78350 | |
| 14-02758 | EHT MUNI | EGG HARBOR TOWNSHIP MUA | 668.11 | 78351 | |
| 14-01415 | NEW JE36 | NEW JERSEY AMERICAN WATER CO. | 2,965.07 | 78352 | |
| 14-01753 | NEW JE36 | NEW JERSEY AMERICAN WATER CO. | 171.27 | 78353 | |
| 14-01377 | SOUTH 84 | SOUTH JERSEY GAS COMPANY | 1,223.04 | 78354 | |
| 14-02563 | ATL CO 1 | ATLANTIC COUNTY TREASURER | 4,885,266.66 | | 21025 |
| | | TOTAL: | 4,926,826.91 | | |

| 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 |
|-----------------------------------------|---------------|-----------------|------------------------------|-----------|---------------------|--------|-----------------------------------|-----------------------|----------|----------------|-----------|----------------|----------|-----------|
| BENECARD BENECARD SERVICES, INC. | | | | | | | | | | | | | | |
| | 14-01746 | 05/07/14 | SEPTEMBER 2014, PRESCRIPTION | | | | | | | | | | | |
| | 1 | SEPT 2014 | BILLING, PLAN #1329 | 67,093.13 | 4-01-23-220-220-322 | | B GROUP INS: Prescripti on | R | 05/07/14 | 08/29/14 | | SEPTEMBER 2014 | N | |
| | Vendor Total: | | | 67,093.13 | | | | | | | | | | |
| BOW WOW BOW WOW WASTE PRODUCTS | | | | | | | | | | | | | | |
| | 14-02670 | 08/11/14 | DOG WASTE BAGGIES CASE 1000 | | | | | | | | | | | |
| | 1 | CASE 1000 | SINGLE DISPENSE BAGS | 900.00 | G-02-05-770-001-245 | | B CLEAN COMM: Other Mat/Supp | R | 08/11/14 | 08/29/14 | | | N | |
| | Vendor Total: | | | 900.00 | | | | | | | | | | |
| BROWNELL BROWNELLS INC. * | | | | | | | | | | | | | | |
| | 14-02540 | 07/22/14 | FIREARMS EQUIPMENT | | | | | | | | | | | |
| | 1 | (885-861-600WB) | 1000 COTTON | 32.28 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 2 | (729-050-223WB) | SAF-T-TRAI NERS | 51.60 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 3 | (729-050-040WB) | SAF-T-TRAI NERS | 36.34 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 4 | (699-352-000WB) | ALL-GAUGE | 29.96 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 5 | (234-400-009WB) | DEWEY-"LOOP" | 13.06 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 6 | (676-450-006WB) | BROWNELLS GUN/ | 11.00 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 7 | (102-100-016WB) | BREAK-FREE 16OZ | 18.50 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 8 | (856-112-036WB) | "T" SHIRT | 18.49 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 9 | (116-000-001WB) | PIPE CLEANERS, | 49.70 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 10 | (084-068-004WB) | COTTON FLANNEL | 73.02 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 11 | (084-068-002WB) | COTTON FLANNEL | 29.70 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 12 | (084-000-229WB) | AR-15/M16 | 55.00 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 13 | (939-000-003WB) | YOUNG MFG - | 36.23 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 14 | (430-000-500WB) | EJECTI ON COVER | 6.00 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 15 | (676-450-006WB) | GUN/PARTS | 11.00 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 07/22/14 | 08/29/14 | | | N | |
| | 16 | shi ppi ng | | 15.95 | 4-01-25-240-240-257 | | B POLICE DEPT: Patrol Di vi si on | R | 08/22/14 | 08/29/14 | | | N | |
| | Vendor Total: | | | 487.83 | | | | | | | | | | |

| 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 |
|-------------------------------------------|---------------|-------------|------------------------------|-----------------|------------------------|-------------------------------------|----------|----------------|-----------|---------------|----------|-----------|
| CASA PAY CASA PAYROLL SERVICE | | | | | | | | | | | | |
| | 14-01077 | 04/15/14 | PAY #18 AUGUST 29, 2014 | | | | | | | | | |
| | 1 | PAY #17 | AUGUST 29, 2014 | 496.65 | 4-01-20-130-130-279 | B FIN: Other Contractual Service | R | 04/15/14 | 08/29/14 | | | N |
| | Vendor Total: | | | 496.65 | | | | | | | | |
| CDW-GOVE CDW-GOVERNMENT INC. * | | | | | | | | | | | | |
| | 14-02553 | 07/22/14 | 3118302 BTO PAN TB 15-3340M | | | | | | | | | |
| | 1 | 3118302 | BTO PAN TB 15-3340M | 2,243.73 | 4-01-25-265-265-295 | B FIRE: Computer/Data Processing | R | 07/22/14 | 08/29/14 | | NP57722 | N |
| | Vendor Total: | | | 2,243.73 | | | | | | | | |
| CHERRY66 CHERRY VALLEY TRACTOR* | | | | | | | | | | | | |
| | 14-02696 | 08/13/14 | SPRINGS | | | | | | | | | |
| | 1 | SPRINGS | | 12.64 | 4-01-26-300-300-259 | B EQ MNT: Vehi cle Repai r Mai nten | R | 08/13/14 | 08/29/14 | | | N |
| | Vendor Total: | | | 12.64 | | | | | | | | |
| CHIEF SU CHIEF SUPPLY CORPORATION* | | | | | | | | | | | | |
| | 14-01943 | 05/28/14 | GLOVES, MASKS, STORAGE TUBES | | | | | | | | | |
| | 1 | (B31022Y49) | BARRICADE TAPE- | 90.90 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 2 | (TTNF205) | XL NITRI LE GLOVES | 299.80 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 3 | (TTNF204) | L NITRI LE GLOVES | 149.90 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 4 | (TTNF203) | M NITRI LE GLOVES | 149.90 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 5 | (TTNF202) | S NITRI LE GLOVES | 149.90 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 6 | (XSPSPCL) | LARGE 15 MIL LATEX | 135.30 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 7 | (BCPM103) | CPR POCKET MASK | 59.90 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 8 | (EB5480) | DI SPOSABLE EMERGENCY | 20.45 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 9 | (ST34410) | PAWS WIPE CANISTER | 69.90 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 10 | (FTZ02029) | INDI VI DUAL NEEDLE | 49.75 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 11 | SHIPPING | | 34.49 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 05/28/14 | 08/29/14 | | | N |
| | 12 | 800-6087 | nk test | 45.98 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 08/28/14 | 08/29/14 | | | N |
| | | | | <u>1,256.17</u> | | | | | | | | |
| | 14-02373 | 07/08/14 | earpi eces | | | | | | | | | |
| | 1 | EH-EPT-1000 | Acousti c Tube | 249.90 | 4-01-25-240-240-257 | B POLICE DEPT: Patrol Di vi si on | R | 07/08/14 | 08/29/14 | | | 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 |
|-------------------------------------------|----------|----------|-------------------------------|----------|---------|----------|---------------------|-----------------------------------------|----------|----------------|-----------|---------------|----------|-----------|
| DELL INC DELL MARKETING LP* | | | | | | | | | | | | | | |
| | 14-02508 | 07/18/14 | Latitude E644o Laptop for WAC | | | | | | | | | | | |
| | 1 | | Latitude E644o Laptop for WAC | | | 1,151.56 | C-03-13-022-000-903 | B ORD 22-13 POLICE DEPARTMENT COMPUTERS | R | 07/18/14 | 08/29/14 | | | N |
| | 14-02514 | 07/18/14 | Ptipler 9030 all in one | | | | | | | | | | | |
| | 1 | | Ptipler 9030 all in one | | | 1,869.38 | 4-01-25-265-265-295 | B FIRE: Computer/Data Processing | R | 07/18/14 | 08/29/14 | | | N |
| | 2 | | Microsoft office Professional | | | 699.98 | 4-01-25-265-265-295 | B FIRE: Computer/Data Processing | R | 07/18/14 | 08/29/14 | | | N |
| | | | | | | 2,569.36 | | | | | | | | |
| | | | Vendor Total: | | | 3,720.92 | | | | | | | | |
| DENNISVI DENNISVILLE FENCE COMPANY | | | | | | | | | | | | | | |
| | 14-02524 | 07/22/14 | FENCE SECTION 13 BROOKSIDE DR | | | | | | | | | | | |
| | 1 | | 3' HIGH CONTEMP SCALLOPED 3" | | | 82.76 | 4-01-26-290-290-279 | B ROADS: Other Contractual Servi | R | 07/22/14 | 08/29/14 | | | N |
| | | | Vendor Total: | | | 82.76 | | | | | | | | |
| DIRECT E DIRECT ENERGY BUSINESS | | | | | | | | | | | | | | |
| | 14-02310 | 07/03/14 | INVOICES DATED JULY 8, 2014 | | | | | | | | | | | |
| | 1 | | RECREATION | | | 489.06 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |
| | 2 | | TRAFFIC LIGHTS | | | 29.44 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |
| | 3 | | STREET LIGHTS | | | 3,301.34 | 4-01-31-435-435-399 | B STREEET LIGHTS: Mi scel Expense | R | 08/06/14 | 08/29/14 | | | N |
| | | | | | | 3,819.84 | | | | | | | | |
| | 14-02311 | 07/03/14 | JUNE/JULY 2014, ELECTRIC | | | | | | | | | | | |
| | 1 | | MUNICIPAL BUI LDINGS | | | 6,852.97 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |
| | 2 | | RECREATION | | | 163.82 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |
| | 3 | | STREET LIGHTS | | | 886.66 | 4-01-31-435-435-399 | B STREEET LIGHTS: Mi scel Expense | R | 08/06/14 | 08/29/14 | | | N |
| | 4 | | MUNICIPAL BUI LDINGS | | | 14.67 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 08/06/14 | 08/29/14 | | | N |
| | 5 | | PAL BUI LDINGS | | | 7.77 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 08/06/14 | 08/29/14 | | | N |
| | 6 | | STREET LIGHTS | | | 19.99 | 4-01-31-435-435-399 | B STREEET LIGHTS: Mi scel Expense | R | 08/06/14 | 08/29/14 | | | N |
| | | | | | | 7,945.88 | | | | | | | | |
| | 14-02312 | 07/03/14 | ELECTRIC BILLING, JULY, (EST) | | | | | | | | | | | |
| | 1 | | EMERGENCY MANAGEMENT | | | 6.12 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |
| | 2 | | MUNICIPAL BUI LDINGS | | | 598.22 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |
| | 3 | | PAL BUI LDINGS | | | 393.37 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |
| | 4 | | PUMP STATIONS | | | 377.76 | 4-01-31-430-430-399 | B ELECTRIC: Mi scel Expenses | R | 07/03/14 | 08/29/14 | | | N |

| Vendor # Name | PO # | PO Date | Description | Contract | PO Type | Stat/Chk | First Enc Date | Rcvd Date | Chk/Void Date | Invoic e | 1099 Excl |
|---------------------------------------------|----------|----------|--------------------------------|-----------------|---------------------|----------------------------------------|----------------|-------------------------------|---------------|-------------------|-----------------|
| L TRON L-TRON CORPORATION* | | | | | | | | | | | |
| | 14-02530 | 07/22/14 | USB HUBS | | | | | | | | |
| | 1 | | VEHICLE-MOUNTED POWERED USB | 927.96 | C-03-13-022-000-903 | B ORD | 22-13 | POLICE DEPARTMENT COMPUTERS | R | 07/22/14 08/29/14 | 642329/642300 N |
| | 2 | | QUOTE LTCQ9219 | 413.04 | 4-01-25-240-240-295 | B | | POLICE DEPT: Comp/Data Proces | R | 07/22/14 08/29/14 | 642329/642300 N |
| | | | | <u>1,341.00</u> | | | | | | | |
| | | | Vendor Total: | 1,341.00 | | | | | | | |
| LAUREL LAUREL MOBILE LAWNMOWER | | | | | | | | | | | |
| | 14-02716 | 08/18/14 | B & G TORO MOWER 718 | | | | | | | | |
| | 1 | | SWITCH PTO 6201 321 | 26.64 | 4-01-26-310-310-279 | B MUNC BLDGS: | | Other Contra Serv | R | 08/18/14 08/29/14 | 345 N |
| | 2 | | SPRING EXTENSION | 28.60 | 4-01-26-310-310-279 | B MUNC BLDGS: | | Other Contra Serv | R | 08/18/14 08/29/14 | 345 N |
| | | | | <u>55.24</u> | | | | | | | |
| | | | Vendor Total: | 55.24 | | | | | | | |
| BERGMAN LAW OFFICES OF BERGMAN AND | | | | | | | | | | | |
| | 14-02673 | 08/11/14 | ZONING BOARD MONTHLY RETAINERS | | | | | | | | |
| | 1 | | ZONING BOARD MONTHLY RETAINERS | 900.00 | 4-01-21-185-185-269 | B ZONING: | | Professional / Consul | R | 08/11/14 08/29/14 | N |
| | 14-02695 | 08/13/14 | professional services July '14 | | | | | | | | |
| | 1 | | professional services july '14 | 7,881.25 | S-01-55-300-000-004 | B RESERVE FOR REV-SUP. CT. TAX APPEALS | | | R | 08/13/14 08/29/14 | N |
| | | | Vendor Total: | 8,781.25 | | | | | | | |
| LAWREN33 LAWRENCE J. ANASTASI, P. A. | | | | | | | | | | | |
| | 14-01315 | 04/22/14 | PHYSICALS | | | | | | | | |
| | 1 | | ANNUAL PHYSICAL EXAMS | 1,800.00 | 4-01-25-240-240-279 | B POLICE DEPT: | | Other Cont Serv | R | 04/22/14 08/29/14 | N |
| | 14-02755 | 08/21/14 | Annual Employment Physical | | | | | | | | |
| | 1 | | Annual Employment Physical | 180.00 | 4-01-20-100-100-269 | B ADMIN: | | Professional / Consul ta | R | 08/21/14 08/29/14 | N |
| | | | Vendor Total: | 1,980.00 | | | | | | | |

| 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 |
|-----------------------------------------|---------------|----------|--------------------------------|----------|---------|------------------|---------------------|----------------------------------|----------|----------------|-----------|---------------|-----------------|-----------|
| MGL FORM MGL FORMS-SYSTEMS LLC | | | | | | | | | | | | | | |
| | 14-02662 | 08/07/14 | OFFICE FORMS | | | | | | | | | | | |
| | 1 | | OFFICE FORMS | | | 890.00 | 4-01-20-145-145-265 | B TAX COLL: Printing & Binding | R | 08/07/14 | 08/29/14 | | 122481 | N |
| | Vendor Total: | | | | | 890.00 | | | | | | | | |
| MI CHAE12 MICHAEL J. MORRIS | | | | | | | | | | | | | | |
| | 14-02722 | 08/18/14 | REIMBURSEMENT FOR INTERVIEWS | | | | | | | | | | | |
| | 1 | | REIMBURSEMENT FOR MEALS DURING | | | 110.74 | 4-01-25-240-240-221 | B POLICE DEPT: Office Mat/Supp | R | 08/18/14 | 08/29/14 | | 8/6 & 8/8/2014 | N |
| | Vendor Total: | | | | | 110.74 | | | | | | | | |
| MORPHO T MORPHOTRAK, LLC | | | | | | | | | | | | | | |
| | 14-02629 | 08/01/14 | LIVESCAN | | | | | | | | | | | |
| | 1 | | LIVESCAN SERVICE RENEWAL | | | 4,952.22 | 4-01-25-240-240-295 | B POLICE DEPT: Comp/Data Proces | R | 08/01/14 | 08/29/14 | | 121872 | N |
| | 2 | | DUPLEX FINGERPRINT PRINTERS | | | 990.00 | 4-01-25-240-240-295 | B POLICE DEPT: Comp/Data Proces | R | 08/01/14 | 08/29/14 | | 121872 | N |
| | | | | | | <u>5,942.22</u> | | | | | | | | |
| | Vendor Total: | | | | | 5,942.22 | | | | | | | | |
| MOTT ASS MOTT ASSOCIATES * | | | | | | | | | | | | | | |
| | 14-02756 | 08/25/14 | C/S & S/O PERMIT INSPECTIONS | | | | | | | | | | | |
| | 1 | | INSPECTION FEE FOR C/S 1-2014 | | | 200.00 | 4-01-20-165-165-269 | B ENG: Professional / Consultant | R | 08/25/14 | 08/29/14 | | 205-1001/004211 | N |
| | 2 | | INSPECTON FEE FOR ROAD OPENING | | | 9,875.00 | 4-01-20-165-165-269 | B ENG: Professional / Consultant | R | 08/25/14 | 08/29/14 | | 205-1001/004211 | N |
| | | | | | | <u>10,075.00</u> | | | | | | | | |
| | 14-02757 | 08/25/14 | 2014 ROAD PROGRAM | | | | | | | | | | | |
| | 1 | | 2014 ROAD PROGRAM | | | 85,000.00 | C-03-14-009-000-903 | B ORD #9-14 RIP ENGINEERING | R | 08/25/14 | 08/29/14 | | 205-1500.6 | N |
| | Vendor Total: | | | | | 95,075.00 | | | | | | | | |
| MTS SOFT MTS SOFTWARE SOLUTIONS* | | | | | | | | | | | | | | |
| | 14-01634 | 05/01/14 | DIGITAL DOCUMENT PROCESS | | | | | | | | | | | |
| | 1 | | PROFESSIONAL SERVICE TO | | | 600.00 | 4-01-25-240-240-295 | B POLICE DEPT: Comp/Data Proces | R | 05/01/14 | 08/29/14 | | 36787 | N |
| | Vendor Total: | | | | | 600.00 | | | | | | | | |

| 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 | Invoic e | 1099 Excl |
|----------------------------------------------|---------------|----------|--------------------------------|-----------------|------------------------|------------------------------------|----------|----------------|-----------|---------------|----------|-----------|
| J C MILL NAPA AT NORTHFIELD | | | | | | | | | | | | |
| | 14-02435 | 07/11/14 | Print marker yellow for F1552 | | | | | | | | | |
| | 1 | | Print marker yellow for F1552 | 8.14 | 4-01-25-265-265-259 | B FIRE: Vehicle Repair Maintenance | R | 07/11/14 | 08/29/14 | | | N |
| | 14-02569 | 07/24/14 | cop coat(200) for hovercraft | | | | | | | | | |
| | 1 | | cop coat(200) for hovercraft | 4.95 | 4-01-25-265-265-259 | B FIRE: Vehicle Repair Maintenance | R | 07/24/14 | 08/29/14 | | | N |
| | Vendor Total: | | | 13.09 | | | | | | | | |
| NATL NIG NATIONAL ASSOC OF TOWN WATCH | | | | | | | | | | | | |
| | 14-02090 | 06/12/14 | National nite out | | | | | | | | | |
| | 1 | | (822)NNO 2014 AUGUST BANNER (5 | 149.00 | 4-01-20-140-140-135 | B LOCAL MATCH- COMMUNITY DAY | R | 06/12/14 | 08/29/14 | | 21540 | N |
| | 2 | | (814)NNO 2014 TATTOO (100) | 69.00 | 4-01-20-140-140-135 | B LOCAL MATCH- COMMUNITY DAY | R | 06/12/14 | 08/29/14 | | 21540 | N |
| | 3 | | (824)NNO AWARENESS BRACELET | 237.00 | 4-01-20-140-140-135 | B LOCAL MATCH- COMMUNITY DAY | R | 06/12/14 | 08/29/14 | | 21540 | N |
| | 4 | | (810)BALLOON(RED, WHITE AND | 110.00 | 4-01-20-140-140-135 | B LOCAL MATCH- COMMUNITY DAY | R | 06/12/14 | 08/29/14 | | 21540 | N |
| | 5 | | SHIPPING | 43.00 | 4-01-20-140-140-135 | B LOCAL MATCH- COMMUNITY DAY | R | 06/12/14 | 08/29/14 | | 21540 | N |
| | | | | 608.00 | | | | | | | | |
| | Vendor Total: | | | 608.00 | | | | | | | | |
| NORTHWE Northwest Territorial Mint* | | | | | | | | | | | | |
| | 14-01507 | 04/28/14 | ci tations | | | | | | | | | |
| | 1 | | 403.0183 Ribbon Attachment | 68.25 | 4-01-25-240-240-222 | B POLICE DEPT: UNIFORM/CLOTHING | R | 04/28/14 | 08/29/14 | | 643946 | N |
| | 2 | | 401.0086 Ribbon Attachment | 32.76 | 4-01-25-240-240-222 | B POLICE DEPT: UNIFORM/CLOTHING | R | 04/28/14 | 08/29/14 | | 643946 | N |
| | 3 | | 401.0085 Ribbon Attachment | 40.32 | 4-01-25-240-240-222 | B POLICE DEPT: UNIFORM/CLOTHING | R | 04/28/14 | 08/29/14 | | 643946 | N |
| | 4 | | 403.0184 Ribbon Attachment | 104.00 | 4-01-25-240-240-222 | B POLICE DEPT: UNIFORM/CLOTHING | R | 04/28/14 | 08/29/14 | | 643946 | N |
| | 5 | | 401.0088 Ribbon Attachment | 42.12 | 4-01-25-240-240-222 | B POLICE DEPT: UNIFORM/CLOTHING | R | 04/28/14 | 08/29/14 | | 643946 | N |
| | 6 | | 401.0087 Ribbon Attachment | 37.80 | 4-01-25-240-240-222 | B POLICE DEPT: UNIFORM/CLOTHING | R | 04/28/14 | 08/29/14 | | 643946 | N |
| | 7 | | SHIPPING CHARGES | 14.95 | 4-01-25-240-240-222 | B POLICE DEPT: UNIFORM/CLOTHING | R | 05/15/14 | 08/29/14 | | 643946 | N |
| | | | | 340.20 | | | | | | | | |
| | Vendor Total: | | | 340.20 | | | | | | | | |
| OFFICEBA OFFICE BASICS, INC. | | | | | | | | | | | | |
| | 14-02536 | 07/22/14 | HEWCZ165a Hp laserjet Pro M177 | | | | | | | | | |
| | 1 | | hp PRINTER | 349.75 | 4-01-25-265-265-295 | B FIRE: Computer/Data Processing | R | 07/22/14 | 08/29/14 | | | N |
| | 2 | | HEWCF352A HP130A toner cart. | 57.99 | 4-01-25-265-265-295 | B FIRE: Computer/Data Processing | R | 07/22/14 | 08/29/14 | | | N |
| | 3 | | HEWCF350A black toner cart. | 54.99 | 4-01-25-265-265-295 | B FIRE: Computer/Data Processing | R | 07/22/14 | 08/29/14 | | | 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 |
|---------------------------------------------------|---------------|----------|-------------------------------|-----------------|------------------------|-----------------------------------|----------|----------------|-----------|---------------|----------|-----------|
| HOOVER T ROBERT H. HOOVER & SONS, INC. | | | | | | | | | | | | |
| | 14-01512 | 04/28/14 | JULY PURCHASE ORDER | | | | | | | | | |
| | 1 | | JULY PURCHASE ORDER | 510.97 | 4-01-26-300-300-353 | B EQ MNT: Trash/Gar Veh Repair | R | 04/28/14 | 08/29/14 | | | N |
| | Vendor Total: | | | 510.97 | | | | | | | | |
| ROBERT28 ROBERT J. LINCOLN | | | | | | | | | | | | |
| | 14-02705 | 08/13/14 | Reimbursement Supplies | | | | | | | | | |
| | 1 | | Reimbursement Supplies | 59.71 | 4-01-28-370-370-244 | B REC: Recreational Programs | R | 08/13/14 | 08/29/14 | | | N |
| | Vendor Total: | | | 59.71 | | | | | | | | |
| SAMS WH SAMS WHOLESALE* | | | | | | | | | | | | |
| | 14-02624 | 07/30/14 | National Nite Out | | | | | | | | | |
| | 1 | | Estimated Amount for National | 835.74 | G-02-05-703-001-281 | B MUN ALLIANCE: COMMUNITY DAY | R | 07/30/14 | 08/29/14 | | | N |
| | Vendor Total: | | | 835.74 | | | | | | | | |
| SMITH BR SMITH BROS V LLC * | | | | | | | | | | | | |
| | 14-02570 | 07/24/14 | Bit Drill 14pc for fire appa. | | | | | | | | | |
| | 1 | | Bit Drill 14pc for fire appa. | 28.79 | 4-01-25-265-265-259 | B FIRE: Vehicle Repair Maintenanc | R | 07/24/14 | 08/29/14 | | | N |
| | 14-02699 | 08/13/14 | Fasteners for F1522 | | | | | | | | | |
| | 1 | | Fasteners for F1522 | 7.25 | 4-01-25-265-265-259 | B FIRE: Vehicle Repair Maintenanc | R | 08/13/14 | 08/29/14 | | | N |
| | Vendor Total: | | | 36.04 | | | | | | | | |
| SOUTH 38 SOUTH JERSEY PAPER PRODUCTS* | | | | | | | | | | | | |
| | 14-02634 | 08/01/14 | Paper and cleaning supplies | | | | | | | | | |
| | 1 | | Paper and cleaning supplies | 91.44 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 2 | | Paper and cleaning supplies | 26.19 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 3 | | Paper and cleaning supplies | 38.50 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 4 | | Paper and cleaning supplies | 49.80 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 5 | | Paper and cleaning supplies | 26.28 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 6 | | Paper and cleaning supplies | 26.40 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 7 | | Paper and cleaning supplies | 28.54 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 8 | | Paper and cleaning supplies | 48.36 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 9 | | Paper and cleaning supplies | 31.58 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | 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 38 SOUTH JERSEY PAPER PRODUCTS* Continued | | | | | | | | | | | | | | |
| 14-02634 | 08/01/14 | | Paper and cleaning supplies | Continued | | | | | | | | | | |
| | 10 | | Paper and cleaning supplies | | | 18.90 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 11 | | Paper and cleaning supplies | | | 8.40 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 12 | | Paper and cleaning supplies | | | 5.70 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 13 | | Paper and cleaning supplies | | | 34.02 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | 14 | | Paper and cleaning supplies | | | 41.82 | 4-01-25-265-267-294 | B AMB SV: OTHER EQUIPMENT | R | 08/01/14 | 08/29/14 | | | N |
| | | | | | | 475.93 | | | | | | | | |
| | | | Vendor Total: | | | 475.93 | | | | | | | | |
| SOUTH 48 SOUTH JERSEY WELDING* | | | | | | | | | | | | | | |
| 14-02671 | 08/11/14 | | Oxygen Cylinder Rental | | | | | | | | | | | |
| | 1 | | Oxygen Cylinder Rental | | | 70.14 | 4-01-25-265-267-245 | B AMB SV: Other Materials / Supp | R | 08/11/14 | 08/29/14 | | 01223190 | N |
| | | | Vendor Total: | | | 70.14 | | | | | | | | |
| STAPLES STAPLES ADVANTAGE | | | | | | | | | | | | | | |
| 14-02066 | 06/11/14 | | CUPS | | | | | | | | | | | |
| | 1 | | (538801)SOLO BARE 4OZ CONE | | | 4.78 | 4-01-25-250-250-264 | B COMM: Servi ce Di vi si on | R | 06/11/14 | 08/29/14 | | | N |
| | 2 | | (202184)POST IT POP UPS | | | 6.99 | 4-01-25-240-240-221 | B POLI CE DEPT: Offi ce Mat/Supp | R | 06/11/14 | 08/29/14 | | | N |
| | 3 | | (611968) COSCO CUSTOMER DESK | | | 23.15 | 4-01-25-240-240-221 | B POLI CE DEPT: Offi ce Mat/Supp | R | 06/11/14 | 08/29/14 | | | N |
| | 4 | | (611968)COSTO CUSTOM DESK SIGN | | | 23.15 | 4-01-25-240-240-221 | B POLI CE DEPT: Offi ce Mat/Supp | R | 06/11/14 | 08/29/14 | | | N |
| | | | | | | 58.07 | | | | | | | | |
| 14-02142 | 06/13/14 | | OFFICE SUPPLIES | | | | | | | | | | | |
| | 1 | | MASTERPIECE STUDIOS CLASSIC | | | 39.90 | 4-01-30-420-420-286 | B CELEBRATIONS: Other Expenses | R | 06/13/14 | 08/29/14 | | | N |
| 14-02523 | 07/22/14 | | 591215 Hp in Cartridge 96/97 | | | | | | | | | | | |
| | 1 | | 591215 Hp ink Cartridge 96/97 | | | 63.06 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 2 | | 771137 HP toner Cart. 304A 2pk | | | 166.37 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 3 | | 414392 Hp toner (CF340A) 3/pk | | | 275.10 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 4 | | 195164 Brothers 1230ribbon 2pk | | | 21.48 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 5 | | 447139 staples chairmat | | | 46.36 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 6 | | 221504 2015 desk calendar | | | 19.83 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 7 | | 196329 adams money receiptbook | | | 57.54 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 8 | | 467431 Simply eco packing tape | | | 15.18 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | N |
| | 9 | | 112235 Stanley Bosti tch staple | | | 4.56 | 4-01-25-265-268-221 | B FIRE PREVENTI ON PROG: Offi ce Mater/Sup | R | 07/22/14 | 08/29/14 | | | 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 |
|-----------------------------------------------|----------|----------|--------------------------------|----------|---------------------|--------|----------------|----------------------------|---------------------------|----------|----------------|-----------|---------------|------------|-----------|
| THOMPSON THOMPSON INFORMATION SERVICES | | | | | | | | | | | | | | | |
| | 14-02731 | 08/19/14 | RENEW FAIR LABOR STANDARDS | | | | | | | | | | | | |
| | 1 | | RENEW FAIR LABOR STANDARDS | 429.00 | 4-01-20-130-130-238 | | | B FIN: | Books & Other Publication | R | 08/19/14 | 08/29/14 | | | N |
| | | | Vendor Total: | 429.00 | | | | | | | | | | | |
| UNITED28 UNITED PARCEL SERVICE | | | | | | | | | | | | | | | |
| | 14-01323 | 04/22/14 | UPS | | | | | | | | | | | | |
| | 1 | | ESTIMATED AMOUNT FOR DELIVERY | 67.36 | 4-01-25-240-240-254 | | | B POLICE DEPT: | Postage | R | 04/22/14 | 08/29/14 | | | N |
| | | | Vendor Total: | 67.36 | | | | | | | | | | | |
| UNITED66 UNITED STATES POSTAL SERVICE | | | | | | | | | | | | | | | |
| | 14-02761 | 08/25/14 | JULY 2014 POSTAGE REPORT | | | | | | | | | | | | |
| | 1 | | JULY 2014 POSTAGE REPORT | 2,000.00 | 4-01-43-490-490-254 | | | B COURT: | Postage | R | 08/25/14 | 08/29/14 | | | N |
| | 2 | | POLICE | 800.00 | 4-01-25-240-240-254 | | | B POLICE DEPT: | Postage | R | 08/25/14 | 08/29/14 | | | N |
| | 3 | | FIRE | 500.00 | 4-01-25-265-265-254 | | | B FIRE: | Postage | R | 08/25/14 | 08/29/14 | | | N |
| | 4 | | FIRE INSPECTIONS | 1,400.00 | 4-01-25-265-268-254 | | | B FIRE PREVENTION PROGRAM: | Postage | R | 08/25/14 | 08/29/14 | | | N |
| | 5 | | FINANCE | 50.00 | 4-01-20-130-130-254 | | | B FIN: | Postage | R | 08/25/14 | 08/29/14 | | | N |
| | | | | 4,750.00 | | | | | | | | | | | |
| | | | Vendor Total: | 4,750.00 | | | | | | | | | | | |
| VERIZON56 VERIZON WIRELESS | | | | | | | | | | | | | | | |
| | 14-01307 | 04/22/14 | MONTHLY SERVICE | | | | | | | | | | | | |
| | 1 | | MONTHLY SERVICE AMOUNT FOR THE | 635.59 | 4-01-31-440-440-399 | | | B TELEPHONE: | Miscel Expense | R | 04/22/14 | 08/29/14 | | | N |
| | | | Vendor Total: | 635.59 | | | | | | | | | | | |
| VOIANCE VOIANCE LANGUAGE SERVICES, LLC | | | | | | | | | | | | | | | |
| | 14-02665 | 08/07/14 | JULY 2014 | | | | | | | | | | | | |
| | 1 | | PROFESSIONAL SERVICES RENDERED | 83.85 | 4-01-43-490-490-269 | | | B COURT: | Professional / Consulta | R | 08/07/14 | 08/29/14 | | I V0030303 | N |
| | | | Vendor Total: | 83.85 | | | | | | | | | | | |
| WB MASON W.B. MASON CO., INC.* | | | | | | | | | | | | | | | |
| | 14-02292 | 07/02/14 | Office Supplies | | | | | | | | | | | | |
| | 1 | | 68665 Tombow Mono Correction | 13.70 | 4-01-25-240-240-221 | | | B POLICE DEPT: | Office Mat/Supp | R | 07/02/14 | 08/29/14 | | 119115938 | 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 |
|----------------------------------------------|------|----------------|-------------------------|----------|---------------------|--------|------------------------------------|-----------------------|----------|----------------|-----------|---------------|----------|-----------|
| WB MASON W.B. MASON CO., INC.* Continued | | | | | | | | | | | | | | |
| 14-02292 07/02/14 Office Supplies Continued | | | | | | | | | | | | | | |
| | 2 | CLI62027 | Top Load Sheet | 25.60 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/02/14 | 08/29/14 | | 119115938 | N | |
| | 3 | SAN38201 | Sharpie Permanent | 9.66 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/02/14 | 08/29/14 | | 119115938 | N | |
| | 4 | GOJ902210 | Purell Hand Wipes | 20.97 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/02/14 | 08/29/14 | | 119115938 | N | |
| | 5 | EPI2027 | Magnetic Bulldog Clips | 7.51 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/02/14 | 08/29/14 | | 119115938 | N | |
| | | | | 77.44 | | | | | | | | | | |
| 14-02484 07/18/14 FILE FOLDERS | | | | | | | | | | | | | | |
| | 1 | (SMD12910) | YELLOW STRAIGHT TAB | 29.86 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/18/14 | 08/29/14 | | 119377169 | N | |
| | 2 | (GER385814) | SHREDDER BAGS | 124.22 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/18/14 | 08/29/14 | | 119377169 | N | |
| | | | | 154.08 | | | | | | | | | | |
| 14-02600 07/28/14 OFFICE SUPPLIES | | | | | | | | | | | | | | |
| | 1 | | OFFICE SUPPLIES | 369.46 | 4-01-20-145-145-221 | | B TAX COLL: Offi ce Mat& Supplie s | R | 07/28/14 | 08/29/14 | | S019332820 | N | |
| 14-02609 07/30/14 OFFICE SUPPLIES | | | | | | | | | | | | | | |
| | 1 | (AVE23281) | 5 TAB DIVIDERS | 16.20 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 2 | (ACC25973) | REPORT COVERS BLUE | 30.00 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 3 | (SAN13801) | EXTRA FINE POINT | 5.22 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 4 | (UNV86920) | STENO PADS | 8.30 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 5 | (AVE79809) | 1" BINDER NAVY BLUE | 18.30 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 6 | (AVE79802) | 2" BINDER NAVY BLUE | 15.57 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 7 | (MMM65412SSCY) | POST ITS | 20.76 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 8 | (BICVLG11BE) | BLUE BIC PENS | 9.38 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 9 | (MMM810K16) | SCOTCH TAPE | 19.12 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 10 | (DYM30327) | FILE FOLDER LABELS | 6.62 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | 11 | (72100) | LARGE BINDER CLIPS | 3.16 | 4-01-25-240-240-221 | | B POLICE DEPT: Offi ce Mat/Supp | R | 07/30/14 | 08/29/14 | | I19605913 | N | |
| | | | | 152.63 | | | | | | | | | | |
| 14-02674 08/11/14 PLANNING BOARD SUPPLIES | | | | | | | | | | | | | | |
| | 1 | | PLANNING BOARD SUPPLIES | 169.98 | 4-01-21-180-180-221 | | B PLAN BD: Offi ce Mat&Supplie s | R | 08/11/14 | 08/29/14 | | I19820472 | N | |
| | | | Vendor Total: | 923.59 | | | | | | | | | | |
| WILLIA09 WILLIAM SCHOPPY TROPHIES * | | | | | | | | | | | | | | |
| 14-02632 08/01/14 Retirement Eagle, Maiorano | | | | | | | | | | | | | | |
| | 1 | E1 | FULL LEAD CRYSTAL EAGLE | 56.00 | 4-01-30-420-420-286 | | B CELEBRATIONS: Other Expenses | R | 08/01/14 | 08/29/14 | | 3915 | 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 |
|-----------------------------------------------|----------|----------|------------------------------|-----------|---------|--------|---------------------|----------------------------------|----------|----------------|-----------|---------------|----------|-----------|
| WILLIA09 WILLIAM SCHOPPY TROPHIES * Continued | | | | | | | | | | | | | | |
| | 14-02632 | 08/01/14 | Retirement Eagle, Maiorano | Continued | | | | | | | | | | |
| | 2 | | AB03 BASE (OR EQUIVALENT) | | | 66.00 | 4-01-30-420-420-286 | B CELEBRATIONS: Other Expenses | R | 08/01/14 | 08/29/14 | | 3915 | N |
| | 3 | | ENGRAVEABLE PLATE | | | 0.00 | 4-01-30-420-420-286 | B CELEBRATIONS: Other Expenses | R | 08/01/14 | 08/29/14 | | 3915 | N |
| | 4 | | TOWNSHIP SEAL ENGRAVED | | | 5.00 | 4-01-30-420-420-286 | B CELEBRATIONS: Other Expenses | R | 08/01/14 | 08/29/14 | | 3915 | N |
| | 5 | | BASE ENGRAVING/33 CHARACTERS | | | 4.95 | 4-01-30-420-420-286 | B CELEBRATIONS: Other Expenses | R | 08/01/14 | 08/29/14 | | 3915 | N |
| | | | | | | 131.95 | | | | | | | | |
| | 14-02675 | 08/11/14 | Plate/Engraving-Denny Hiller | | | | | | | | | | | |
| | 1 | | Plate/Engraving-Denny Hiller | | | 6.00 | 4-01-28-370-370-279 | B REC: Other Contractual Service | R | 08/11/14 | 08/29/14 | | 3925 | N |
| | 2 | | Plate/Engraving-Denny Hiller | | | 8.50 | 4-01-28-370-370-279 | B REC: Other Contractual Service | R | 08/11/14 | 08/29/14 | | 3925 | N |
| | | | | | | 14.50 | | | | | | | | |
| | | | Vendor Total: | | | 146.45 | | | | | | | | |

| | | | | | | | | | | | | | | |
|-----------------------------|----------|----------|-------------------------|--|--|----------|---------------------|---------------------|---|----------|----------|--|-------|---|
| YBA SHIR YBA SHIRTS, INC. * | | | | | | | | | | | | | | |
| | 14-02556 | 07/24/14 | Basketball Jerseys | | | | | | | | | | | |
| | 1 | | Basketball Jerseys | | | 878.90 | 4-01-28-370-370-377 | B REC: Parks/Assoc. | R | 07/24/14 | 08/29/14 | | 23760 | N |
| | 2 | | Basketball Jersey | | | 1,708.10 | 4-01-28-370-370-377 | B REC: Parks/Assoc. | R | 07/24/14 | 08/29/14 | | 23760 | N |
| | 3 | | Shippi ng and Handl ing | | | 135.00 | 4-01-28-370-370-377 | B REC: Parks/Assoc. | R | 07/24/14 | 08/29/14 | | 23760 | N |
| | | | | | | 2,722.00 | | | | | | | | |
| | | | Vendor Total: | | | 2,722.00 | | | | | | | | |

Total Purchase Orders: 101 Total P.O. Line Items: 249 Total List Amount: 503,546.02 Total Void Amount: 0.00

| Totals by Year-Fund | | | | | | | |
|--------------------------------|------|-------------|--------------|--------------|---------------|-----------|------------|
| Fund Description | Fund | Budget Rcvd | Budget Hel d | Budget Total | Revenue Total | G/L Total | Total |
| CURRENT FUND: | 3-01 | 176.00 | 0.00 | 176.00 | 0.00 | 0.00 | 176.00 |
| CURRENT FUND: | 4-01 | 404,887.84 | 0.00 | 404,887.84 | 0.00 | 0.00 | 404,887.84 |
| | C-03 | 87,079.52 | 0.00 | 87,079.52 | 0.00 | 0.00 | 87,079.52 |
| STATE & FEDERAL GRANTS APPROP: | G-02 | 3,521.41 | 0.00 | 3,521.41 | 0.00 | 0.00 | 3,521.41 |
| | S-01 | 7,881.25 | 0.00 | 7,881.25 | 0.00 | 0.00 | 7,881.25 |
| Total Of All Funds: | | 503,546.02 | 0.00 | 503,546.02 | 0.00 | 0.00 | 503,546.02 |

Egg Harbor Township

Resolution No. 390

2014

RESOLUTION AUTHORIZING THE RELEASE OF EXECUTIVE SESSION MINUTES

WHEREAS, pursuant to the Open Public Meetings Act, P.L. 1975, Chapter 231 minutes of Executive Sessions are kept confidential until the matters discussed are concluded and no longer confidential; and

WHEREAS, the minutes identified on the attached Exhibit A have been identified as concluded and no longer confidential;

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 Executive Session Minutes listed on the attached Exhibit A are hereby released and may be made available to the public.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 390

2014

RESOLUTION AUTHORIZING THE RELEASE OF EXECUTIVE SESSION MINUTES

EXHIBIT A

| Meeting Date | Closed Session Resolution | Litigation or Personnel | Subject |
|-----------------|---------------------------|-------------------------|----------------------------|
| PARTIAL RELEASE | | | |
| 2009 | | | |
| 8/12/2009 | 314A | Litigation | Hector Tavarez |
| 11/10/2009 | 456A | Litigation | Hector Tavarez |
| 11/24/2009 | 472A | Litigation | Hector Tavarez |
| 12/22/2009 | 509A | Litigation | Hector Tavarez |
| 2011 | | | |
| 1/12/2011 | 58 | Litigation | Hector Tavarez |
| 2/23/2011 | 104 | Litigation | Hector Tavarez |
| 5/11/2011 | 207 | Litigation | Hector Tavarez |
| 2014 | | | |
| 4/23/2014 | 202 | Personnel | Director of Ambulance Svcs |
| 5/28/2014 | 239 | Personnel | Director of Ambulance Svcs |
| 5/28/2014 | 239 | Personnel | Zoning Officer |
| 6/10/2014 | 262 | Personnel | Director of Ambulance Svcs |
| 6/25/2014 | 262A | Litigation | Brown - Tax Payment Plan |
| 6/25/2014 | 262A | Personnel | Zoning Officer |
| 7/23/2014 | 297 | Personnel | Zoning Officer |

Egg Harbor Township

Resolution No. 391

2014

**RESOLUTION TO CONVENE INTO A CLOSED EXECUTIVE SESSION
TO DISCUSS MATTERS WHICH MAY INVOLVE LITIGATION AND/OR PERSONNEL**

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss matters involving Personnel and/or Litigation as follows:

| Personnel | Anticipated Disclosure |
|---------------------------|-------------------------------|
| Clerk Position-Recreation | 90 Days |
| Recreation Director | 90 Days |
| Litigation | Anticipated Disclosure |
| Crimi Litigation | 1 Year |
| Pennington Estates-Bond | 1 Year |
| Harbor Auto Litigation | 1 Year |

WHEREAS, minutes will be kept and once the matter(s) involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public;

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 public be excluded from this meeting.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

EGG HARBOR TOWNSHIP COMMITTEE
Wednesday, September 3, 2014

Supplemental Agenda

| Resolution No. | Title |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 392 | Resolution appointing Brian D. Cummings as Code Inspector |
| 393 | Resolution appointing Cynthia Balles to Economic Development Commission |
| 394 | Resolution appointing various individuals as part-time employees to serve the Department of Parks and Recreation |
| 395 | Resolution authorizing extension of interlocal services agreement between the Township of Egg Harbor and the Township of Upper for the use of facilities, equipment and supplies for truck and equipment washing |
| Motion to approve add-on resolution numbers 392 through 395 | |
| Roll call vote: Cafero Carman Hodson Pfrommer McCullough | |

Egg Harbor Township

Resolution No. 371A

2014

RESOLUTION APPOINTING RONALD P. KOONS, JR. AS POLICE OFFICER

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that upon completion of the investigation required by the Statute and the satisfaction of any other pre-employment qualifications, the following person is hereby appointed as a Police Officer effective September 5, 2014 at a bi-weekly salary of \$1,494.25:

Ronald P. Koons, Jr.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 392

2014

RESOLUTION APPOINTING BRIAN D. CUMMINGS AS CODE INSPECTOR

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that upon completion of the investigation required by the Statute and the satisfaction of any other pre-employment qualifications, the following person is hereby appointed as a Code Inspector effective September 15, 2014 at a bi-weekly salary of \$1,839.08:

Brian D. Cummings

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 393

2014

RESOLUTION APPOINTING CYNTHIA BALLE TO ECONOMIC DEVELOPMENT 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 person is hereby appointed to the Economic Development Commission for the term as indicated:

| Member | Position | Term |
|---------------------------------------------------------|----------------|-----------------|
| Cynthia Balles (Filling unexpired term of Len Dagit) | Regular Member | 1/1/13-12/31/17 |

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 394

2014

RESOLUTION APPOINTING VARIOUS INDIVIDUALS AS PART-TIME EMPLOYEES TO SERVE THE DEPARTMENT OF PARKS AND RECREATION

BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the following individuals are hereby appointed as part-time hourly employees to serve the Department of Parks and Recreation:

| Name | Position | Effective Date | Rate (per hour) |
|------------------------|-----------------|-----------------------|------------------------|
| Jordan Callahan | Volunteer Aide | September 13, 2014 | \$0.00 per hour |
| Adam Donnelly | Aide | September 13, 2014 | \$8.25 per hour |
| Bridget Park | Instructor | September 13, 2014 | \$10.00 per hour |

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk

Egg Harbor Township

Resolution No. 395

2014

RESOLUTION AUTHORIZING EXTENSION OF INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF EGG HARBOR AND THE TOWNSHIP OF UPPER FOR THE USE OF FACILITIES, EQUIPMENT AND SUPPLIES FOR TRUCK AND EQUIPMENT WASHING

WHEREAS, Resolution 288 of 2012 authorized the Township of Egg Harbor to enter into an interlocal services agreement with the Township of Upper for the use of facilities, equipment and supplies for truck and equipment washing;

WHEREAS, said agreement expired on July 31, 2013; and

WHEREAS, the Township of Egg Harbor and the Township of Upper wish to extend the agreement for an additional year; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Egg Harbor, County of Atlantic, that the Mayor and Township Clerk and hereby authorized to execute an agreement to extend the interlocal services agreement with the Township of Upper for the use of facilities, equipment and supplies for truck and equipment washing for an additional one (1) year expiring July 31, 2015.

Dated: September 3, 2014

Eileen M. Tedesco, RMC
Township Clerk