

WEST DEPTFORD TOWNSHIP

RESOLUTION 2017- 98

**RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING
EXECUTION OF AN AGREEMENT BETWEEN THE TOWNSHIP OF WEST
DEPTFORD AND THE COUNTY OF GLOUCESTER FOR THE PAYMENT OF
OUTSTANDING PILOT PAYMENTS**

WHEREAS, the Township of West Deptford (hereinafter referred to as "Township") has an obligation to make PILOT payments to the County of Gloucester (hereinafter referred to as "County") under the Long Term Tax Exemption Law (N.J.S.A. 54:4-74); and

WHEREAS, the Township acknowledges that there are outstanding PILOT payments due to the County; and

WHEREAS, the Township and the County desire to resolve this matter; and

WHEREAS, the County has agreed to accept installment payments for the outstanding PILOT payments and interest under the terms of the attached Agreement between the Township of West Deptford and the County of Gloucester for the Payment of the Outstanding PILOT Payments (hereinafter referred to as "Agreement").

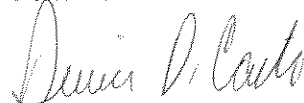
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of West Deptford, County of Gloucester, and State of New Jersey as follows:

1. That the Township Committee does hereby authorize and approve the execution of the attached Agreement between the Township of West Deptford and the County of Gloucester for the Payment of Outstanding PILOT Payments.

2. That the Mayor and/or Township Administrator be and is hereby authorized to execute said Agreement on behalf of the Township.


ADOPTED at the meeting of the Township Committee of the Township of West Deptford held on February 15, 2017.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

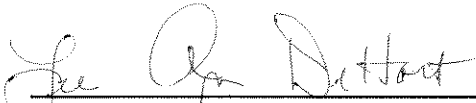
ATTEST:



LEE ANN DEHART, Registered Municipal Clerk

CERTIFICATION

I, Lee Ann DeHart, Registered Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on February 15, 2017.



LEE ANN DEHART, Registered Municipal Clerk

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AGREEMENT

by and between

TOWNSHIP OF WEST DEPTFORD

and

COUNTY OF GLOUCESTER

FOR THE PAYMENT OF OUTSTANDING PILOT PAYMENTS

Dated: _____

**AGREEMENT BETWEEN THE TOWNSHIP OF WEST DEPTFORD AND THE
COUNTY OF GLOUCESTER FOR THE PAYMENT OF OUTSTANDING PILOT
PAYMENTS**

THIS AGREEMENT ("Agreement"), dated _____ 2017, is made by and between the Township of West Deptford, a body politic and corporate of the State of New Jersey (hereinafter referred to as "West Deptford"), and the County of Gloucester (hereinafter referred to as "County"), a body politic and corporate of the State of New Jersey (collectively hereinafter referred to as "Party/Parties").

RECITALS

WHEREAS, West Deptford has an obligation to make pilot payments to the County under the Long Term Tax Exemption Law (N.J.S.A. 54:4-74); and

WHEREAS, West Deptford acknowledges that there are outstanding pilot payments in the amount of \$160,891.47 for payments due prior to 2015 and interest in the amount of \$25,342.92 for the years 2015 and 2016 due and owing to the County for a total amount due of \$186,234.39 as per the attached Exhibit "A"; and

WHEREAS, the County has agreed to accept installment payments under the terms outlined below for the payment of the outstanding pilot payments and interest due from West Deptford; and

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

This Agreement sets forth the specific provisions for the Agreement between West Deptford and the County for payment of outstanding pilot payments and interest, as follows:

A. TERMS

1. West Deptford hereby acknowledges and agrees to pay the sum of \$186,234.39 to the County for the outstanding pilot payments and interest due to the County as per the attached Exhibit "A".
2. County agrees to accept four equal installment payments, as payment in full, for the outstanding pilot payments due prior to 2015 and interest for the years 2015 and 2016 as follows:

\$46,558.60 due in March of 2017
\$46,558.60 due in June of 2017
\$46,558.60 due in September of 2017
\$46,558.60 due in December of 2017

3. The Parties acknowledge that upon payment of the amounts owed herein, that West Deptford is current on its obligation to make pilot payments through December 31, 2016.

B. MISCELLANEOUS

1. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.
2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.
3. **Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.
4. **Amendments.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
5. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
6. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.
7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to the TOWNSHIP OF WEST DEPTFORD:
Deborah Turner-Fox, Township Administrator
Township of West Deptford
400 Crown Point Road
West Deptford, New Jersey 08086

If to the COUNTY OF GLOUCESTER
Tracey N. Giordano, Treasurer
County of Gloucester
P.O. Box 337
Woodbury, New Jersey 08096

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

9. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

10. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

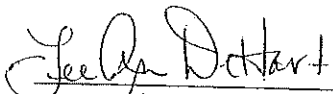
C. EFFECTIVE DATE

This Agreement shall be effective as of this _____ day of _____, 2017, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Agreement.

D. SIGNATURES

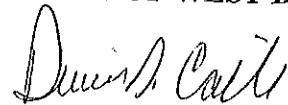
IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

ATTEST:



Lee Ann DeHart, RMC

TOWNSHIP OF WEST DEPTFORD

By: 

Denice DiCarlo, Mayor

ATTEST:

COUNTY OF GLOUCESTER

By: _____

WEST DEPTFORD INTEREST DUE ON PILOT PAYMENTS
REVISED

<u>DATES</u>	<u>PILOT PAYMENT</u>	<u>INTEREST</u>
RIVERWINDS GOLF COURSE 2011-2014	\$ 8,785.70	\$ 1,377.48
RIVERWINDS RESTAURANT 2009-2014	\$ 21,462.79	\$ 4,853.77
RIVERCOVE APARTMENTS 2008-2014	\$ 108,128.65	\$ 16,282.13
TOTALS	\$ 138,377.14	\$ 22,513.38

GRAND TOTAL
 \$ 160,891.47
 PRIOR TO 2015

PAYMENTS - 4 FOR PRIOR TO 2015

March-17	\$ 40,222.87
June-17	\$ 40,222.87
September-17	\$ 40,222.87
December-17	\$ 40,222.87

TOTAL
 \$ 160,891.47 DUE

<u>DATES</u>	<u>PILOT PAYMENT</u>	<u>INTEREST</u>	<u>TOTAL PILOT PAYMENT</u>	<u>TOTAL INTEREST</u>	<u>GRAND TOTAL</u>
2015-2016	\$ 4,798.10	\$ 1,594.37	\$ 13,583.80	\$ 3,071.80	\$ 16,655.60
2016-2016	\$ 8,043.19	\$ 3,987.44	\$ 29,506.98	\$ 8,841.21	\$ 38,348.19
2015-2016	\$ 45,945.52	\$ 19,461.10	\$ 155,074.17	\$ 35,943.23	\$ 191,017.39
TOTALS	\$ 58,786.81	\$ 25,042.91	\$ 198,164.95	\$ 47,856.23	\$ 246,021.18

\$ 85,125.72
 YEARS 2015 & 2016

PAID 2015 \$ 29,594.81 NO INTEREST PAID
 PAID 2016 \$ 30,391.99 NO INTEREST PAID

\$ 59,786.80

~~\$ 58,786.80~~
 INTEREST DUE

EXHIBIT "A"