

AGENDA

6:00 p.m. Tuesday, November 21, 2017.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from November 8, 2017.

- P-1 Proclamation in honor of Joan Adams, Esquire - this year's recipient of the "2017 Special Service to Agriculture" award. (DiMarco) (previously presented)
- P-2 Proclamation in honor of Joseph M. Marino - this year's recipient of the "2017 Distinguished Service to Agriculture" award. (DiMarco) (previously presented)
- P-3 Proclamation recognizing the Semper Fidelis Detachment of the Marine Corps League 50th Anniversary. (Chila) (previously presented)
- P-4 Proclamation recognizing Eagle Shayden C. Feret on earning the Rank of Eagle Scout, the highest award offered by the Boys Scouts of America. (Chila) (previously presented).

PUBLIC HEARING AND ADOPTION

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED PROJECT NOTES (CLOROX SITE ACQUISITION PROJECT) TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000.00; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This Ordinance was introduced at the October 18, 2017 Freeholder meeting.

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER, 2017.

The Treasurer of Gloucester County submits the bill list for November for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2017 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- MOBILITY MANAGEMENT GRANT - \$85,014.00 - These funds will be used for the purchase and installation of video cameras on all DTS vehicles. These cameras will enhance passenger safety and driver performance by providing DTS management with a greater level of oversight in regard to client issues and interactions. Funding for this program will be a mix of Federal and State funds.

A-3 RESOLUTION AUTHORIZING AND CONSENTING TO THE ISSUANCE OF COUNTY GUARANTEED PROJECT NOTES (CLOROX SITE ACQUISITION PROJECT) BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE COSTS OF THE ACQUISITION OF CERTAIN REAL PROPERTY; AND MAKING CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH.

This Resolution provides the County's consent to the Gloucester County Improvement Authority's issuance of the Notes.

A-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY.

This Resolution will authorize a Shared Services Agreement with the Gloucester County Utilities Authority whereby the County will provide the GCUA with guidance and assistance related to purchasing, fiscal, and financial matters during the term of this agreement, which shall be from December 1, 2017 to November 30, 2018.

A-5 RESOLUTION EXTENDING THE CONTRACT WITH RIVER BEACH, LLC FROM DECEMBER 2, 2017 TO DECEMBER 1, 2018 IN AN AMOUNT NOT TO EXCEED \$46,800.00.

This Resolution will authorize an extension to the contract previously entered into on December 2, 2015 with River Beach, LLC for services required by the Gloucester County Office of Assessment for deed review, final site plan review and address changes/implementations for updates to state MOD IV/CAMA tax assessment database as per PD-015-052. The County will now exercise its option to extend the contract for one (1) year from December 2, 2017 to December 1, 2018 in an amount not to exceed \$46,800.00.

A-6 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, Mulla Realty LLC v. Harrison Township, Docket Number 006199-2017, represented by Archer and Greiner, P.C., filed state tax appeals contesting the assessment on the subject property known as Block 57, Lot 21; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE OPERATIONS MANUAL FOR THE GLOUCESTER COUNTY VETERANS MEMORIAL CEMETERY AND TO AMEND THE ADMINISTRATIVE CODE SECTION VET-6.

Resolution authorizing an amendment to the Gloucester County Veterans Memorial Cemetery Operations Manual, Article I by adding subparagraph 14 and amending the Administrative Code Section VET-6 to read as follows: Any procedural matter concerning internments in Gloucester County Veterans Cemetery not provided by this operations manual shall be governed by 38 U.S. Code § 2402 and § 2411.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FOR CERTAIN COUNTY VEHICLES FROM CUMBERLAND TIRE CENTER, INC. AND THE FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2017 TO DECEMBER 6, 2018 IN A TOTAL AMOUNT NOT TO EXCEED \$80,000.00.

This Resolution will authorize the purchase of tires and related items, as well as maintenance and repair services for County vehicles, including police vehicles, passenger vehicles, light, medium and heavy duty trucks, buses and industrial equipment on an as-needed basis from Cumberland Tire Center, Inc., and the Firestone Store through State Contract numbers A82527 and A82528 from December 7, 2017 to December 6, 2018 in a total amount not to exceed \$80,000.00.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AWARDING A CONTRACT TO SOUTH JERSEY ENERGY FOR NATURAL GAS SUPPLY AND DELIVERY SERVICES FOR THE 24 MONTH PERIOD FROM THE FIRST METER READ AFTER DECEMBER 1, 2017 THROUGH THE NOVEMBER 30, 2019 METER READING DATE.

This Resolution awards a Natural Gas Supply Contract to South Jersey Energy, Mt. Laurel NJ, for the purchase and delivery of natural gas to Gloucester County accounts served by Public Service Enterprise Group Incorporated (PSE&G), at the bid price of \$5.128/dth and South Jersey Gas (SJG) at the price of \$4.450/dth. This Contract is administered through the County of Camden as the lead participating agency of South Jersey Power Cooperative, under the terms of its master agreement, for the 24 month period beginning with the County's first meter read after December 1, 2017 through its November 30, 2019 meter reading date. This Contract is open-ended for an estimated quantity of services and does not obligate the County of Gloucester to make any purchase.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

6:30 p.m. Wednesday, November 8, 2017.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Jefferson	X	
Simmons	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from October 18, 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50809 Proclamation recognizing Dr. William J. King at his Plaque Dedication Ceremony on 9/30/17. (Previously presented) (Jefferson)

50810 Proclamation in recognition of Harry S. Prince Loyal service to our Country's, United States Marine Corps, Marine Corps League and to all Veterans. (Previously presented) (Chila)

50811 Proclamation celebrating Designer Wraps on its Grand Opening and Ribbon Cutting on 10/13/17. (Previously presented) (Simmons)

50812 Proclamation recognizing Norma Carey as the 2017 Gloucester County Outstanding Senior Volunteer on 10/18/17. (Previously presented) (Jefferson)

50813 Proclamation recognizing Tech-Zone on its Grand Opening & Ribbon Cutting on 10/19/17. (Previously presented) (Simmons)

50814 Proclamation celebrating Car Effex on its Grand Opening and Ribbon Cutting on 10/21/17. (Previously presented) (Simmons)

50815 Proclamation recognizing the Gloucester County NAACP 2017 Freedom Fund Image Awards Recipients "The Game Changers" on 10/21/17. (Previously presented) (Jefferson)

50816 Proclamation recognizing GC AMVETS & Ladies Auxiliary, Post #77 - Memorial Post Staff Sgt. Theodore Feldman's 40th Anniversary on 10/21/17. (Previously presented) (Chila)

50817 Proclamation celebrating the 70th Wedding Anniversary of Carl & Elva Ahrens (10/25/47 - 10/25/17). (Previously presented) (Simmons)

50818 Proclamation recognizing Rosebud Floral Art on its 70th Anniversary 1948-2018 on 11/2/17. (Previously presented) (Simmons)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

50819 RESOLUTION AUTHORIZING 2017 BUDGET TRANSFERS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50820 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2017 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50821 RESOLUTION REAPPOINTING A MEMBER TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF TRUSTEES.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50822 RESOLUTION URGING CONGRESS, AS FEDERAL INCOME TAX REFORM ADVANCES, TO PROTECT THE DEDUCTIBILITY OF STATE AND LOCAL TAXES.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50823 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MERCURY CONSULTING GROUP, LLC TO INCREASE THE CONTRACT BY \$18,000.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$93,000.00 FOR 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50824 RESOLUTION AUTHORIZING PURCHASE OF THE COMMVault SOFTWARE UPGRADE FROM OPTIV SECURITY, INC. FOR \$96,924.50.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50825 RESOLUTION MODIFYING CURRENT CONTRACTS AND OTHER NECESSARY DOCUMENTS WITH COMM SOLUTIONS TO REFLECT THE COMPANY'S ACQUISITION BY OPTIV SECURITY, INC.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

50826 RESOLUTION AUTHORIZING A CONTRACT WITH ABC MAILERS, INC. FROM MAY 6, 2017 TO MAY 5, 2018, IN AN AMOUNT NOT TO EXCEED \$38,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50827 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2017 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$214,454.38 WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2017 TO AUGUST 31, 2020.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50828 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH PROPHOENIX CORPORATION, FOR \$28,082.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

50829 RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED TO THE APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT IN THE AMENDED AMOUNT OF \$26,842.21.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50830 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM NOVEMBER 8, 2017 TO NOVEMBER 7, 2018.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					X
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50831 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE LOCAL FREIGHT IMPACT FUND GRANT PROGRAM FOR THE LFIF-2018 RT. 44 TRUCK BYPASS AND DUPONT PORT PROJECT.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50832 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE LOCAL FREIGHT IMPACT FUND GRANT PROGRAM FOR THE LFIF-2018 PAULSBORO MARINE TERMINAL SPINE ROAD PROJECT.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50833 RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2015 AGREEMENT WITH U.S. DEPARTMENT OF AGRICULTURE - RURAL DEVELOPMENT AGENCY EXTENDING THE ENDING DATE UNTIL DECEMBER 31, 2017 FOR THE USDA HOUSING PRESERVATION GRANT.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

50834 RESOLUTION AUTHORIZING AN AMENDMENT TO MODIFY THE VICTIMS OF CRIME ACT GRANT AMOUNT TO \$311,836.00, WITH AN IN-KIND MATCH OF \$80,373.00 FOR A TOTAL OF \$392,209.00 THROUGH JUNE 30, 2018.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

50835 RESOLUTION AUTHORIZING THE PURCHASE OF A COMPUTER APPLICATION FOR THE COUNTY'S INFOSHARE MODULE FROM SOFTWARE HOUSE INTERNATIONAL THROUGH STATE CONTRACT FOR \$50,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

50836 RESOLUTION AUTHORIZING APPLICATION TO STATE DEPARTMENT OF HEALTH FOR A CHILDHOOD LEAD EXPOSURE PREVENTION (CLEP) PROJECT GRANT FROM JANUARY 1, 2018 TO DECEMBER 31, 2018, IN AN AMOUNT TO BE DETERMINED.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Jefferson	X		X		
Simmons			X		
Damminger			X		

Comments: N/A

50837 RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATION OF DEBARMENT FOR THE PURPOSE OF RECEIVING FEDERAL FUNDING FOR THE ADMINISTRATION AND CASE MANAGEMENT OF VARIOUS WORK FIRST NEW JERSEY PROGRAMS.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Jefferson	X		X		
Simmons			X		
Damminger			X		

Comments: N/A

50838 RESOLUTION AUTHORIZING THE FY2019 MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT OF \$391,915.00 FROM JULY 1, 2018 TO JUNE 30, 2019.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson	X		X		
Simmons			X		
Damminger			X		

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

Time: 6:47

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

Joan Adams, Esq.

"2017 Special Service to Agriculture"

WHEREAS, Joan Adams, daughter of Rosario and Mary Sorbello grew up in Elk Township on her family's farm. The family has dedicated their lives to agriculture, primarily focusing on orchards and vegetables. Joan's grandparents had a homestead farm in Swedesboro where their orchards were located and satellite farms on Route 322 and Route 77; and

WHEREAS, all through childhood and into college and law school, Joan Adams worked at the "Sorbello Girls Farm Market" or worked in the field picking crops for the market. Joan learned field work at the foot of her mother, Mary Sorbello, and has always defined herself first and foremost as a farmer's daughter; and

WHEREAS, in 1978 the family was honored to be chosen by the Smithsonian Institution to represent the New Jersey agricultural community at the Festival of American Folk Life held each year on the Mall in Washington, DC. They recreated their farmer's market on the Mall to answer questions and educate the public about what it was like to live and work in agriculture in our state; and

WHEREAS, during Joan's childhood she noticed how challenging it was to work in agriculture so she pursued a Bachelor of Arts with Honors and Distinction from the University of Delaware in 1979 and a Juris Doctorate from the Dickinson School of Law in 1982. Joan Adams has been practicing law for 35 years and began her career in Philadelphia working with the oldest law firm in the country until 1993, then joined her husband in Swedesboro forming the firm of Adams & Adams; and

WHEREAS, with the establishment of agriculture and a need to protect the liberty of farmers to gainfully plant, harvest and sell their crops, Joan Adams focused her legal practice on land use issues. Joan Adams has also served on the Zoning Board of Swedesboro for many years and then transitioned to represent various land use boards in Gloucester County and Salem County; and

WHEREAS, after the loss of father, Rosario Sorbello, the farm continues to operate with brother-in-law at the helm, growing mostly vegetables now. The "Sorbello Girls Farm Market" is still running and every once in a while Joan is called upon to be of service in the market.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and congratulate Joan Adams, Esq. as the recipient of the "2017 Special Service to Agriculture" award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of November, 2017.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

Laurie J. Burns, Clerk of the Board

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

Joseph M. Marino

"2017 Distinguished Service to Agriculture"

WHEREAS, Joe Marino, a fourth generation Gloucester County Farmer and son of Russell and Judi Marino grew up in South Harrison Township on the family farm where he enjoyed assisting with the workload every chance he got, from plowing and assembling boxes to cultivating, working in the packing house and driving delivery trucks. Joe attributes his influences growing up to his parents strong work ethic, forming the foundation of a farm that continues to operate to this day; and

WHEREAS, in 1994 Joe Marino graduated from Delaware Valley College of Science and Agriculture with a BS in Agribusiness. Joe returned to the farm and recognized one big obstacle standing in the way of growth and that was sales. He quickly started positioning Sun Valley Orchards into the produce marketplace eliminating the need for brokers and controlling all aspects of sales and marketing; and

WHEREAS, Joe Marino's discipline and dedication to the land and the farm's marketing efforts have positioned Sun Valley Orchards in the forefront of New Jersey's agriculture industry. What was once a 600 acre tomato, pepper and asparagus farm has evolved over the past 30 years into a very diverse 3,000 acre fresh market produce operation including its own transportation company and cold storage services; and

WHEREAS, Joe Marino is an active member of numerous agricultural organizations and serves South Harrison Township as the Planning/Zoning Chairman. Joe is a graduate of the 2nd New Jersey Agricultural Leadership Class, was chosen as the 2006 New Jersey Young Farmer of the Year and was also selected to compete for the National Young Farmer of the year representing New Jersey; and

WHEREAS, Joe Marino served as President of the New Jersey Vegetable Growers Association during which time was able to negotiate an agreement combining both the New Jersey Agricultural Convention with the Vegetable Growers Convention; and

WHEREAS, Joe Marino and his wife, Karrie, are the proud and devoted parents to Joe Jr., Matthew, Valerie and Christopher. All of the children are very involved in many sports and much of Joe's time is spent coaching or watching them compete.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and congratulate Joseph M. Marino as the recipient of the "2017 Distinguished Service to Agriculture" award.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3rd day of November, 2017.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

Laurie J. Burns, Clerk of the Board

Robert M. Damming
Freeholder Director

Lyman Barnes
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

Recognizing Semper Fidelis Detachment of the Marine Corps League 50th Anniversary

WHEREAS, the Gloucester County Semper Fidelis Detachment of the Marine Corps League is celebrating 50 years of service to our county, our county veterans and their families and the Marine Corps League at their annual Marines Corps Ball being held on November 11th. This year also commemorates the founding of the Marine Corps League 242 years ago; and

WHEREAS, Detachment Members have a proud history that goes back to 1967 when five men met to form the Semper Fidelis Detachment. They received their charter on December 12, 1967, with 20 charter members. Presently there are 135 proud members of the Detachment; and

WHEREAS, in December, 1967, the Detachment acquired a building at 344 Harvey Avenue, Wenonah, New Jersey thus becoming the home of the Semper Fidelis Detachment; and

WHEREAS, the Detachment serves our community and veterans through programs such as Toys for Tots, Color Guard and the Rose Program. The Detachment has conducted 25 Color Guard and 22 Honor Guard Ceremonies this year; and

WHEREAS, the Marine Corps Toys for Tots program is a national program of the U. S. Marine Corps Reserve to collect new, unwrapped toys during October, November and December each year and distributes those toys as Christmas gifts to thousands of children in need throughout Gloucester County; and

WHEREAS, the Detachment's Color Guard Program is a polished Detail that emulates the high standards and traditions of the United States Marine Corps. They participate in parades, community activities and funerals for Marine Corps Veterans. All members of our Color Guard are Veterans of the United States Marine Corps; and

WHEREAS, the Detachment's Rose Program is designed to parallel the VFW "Poppy" program to provide funds for Detachments to assist veterans and youth and provide other services to the community; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons are honored to recognize Semper Fidelis Detachment of the Marine Corps League on their 50th Anniversary.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 11th day of November, 2017.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

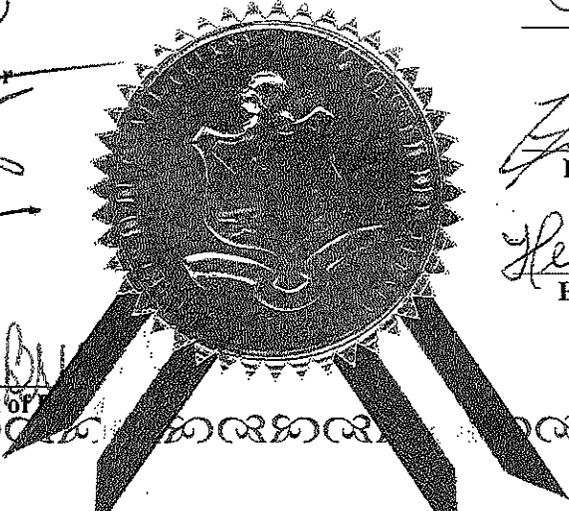
Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: Laurie J. Burns/Clerk of Board



Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Shayden C. Feret
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Shayden C. Feret** on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, **Shayden** crossed over into the Swedesboro/Woolwich Boy Scouts Troop 13 from Cub Scouts during the Blue and Gold Ceremony on February 25, 2012, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On May 30, 2017, **Shayden** distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, **Shayden** earned 39 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Quartermaster, Patrol Leader, Assistant Patrol Leader, and Troop Guide; and

WHEREAS, **Shayden** performed 76.5 hours of community service, camped 62 days and hiked 38.5 miles with his Troop. **Shayden's** special achievements include Arrow of Light, Messenger of Peace, Totin' Chip, Firem'n Chit, Kayaking, World Conservation and Attendance Award for Year One, Two and Three; and

WHEREAS, **Shayden** exhibited his commitment to public service by selecting as his Eagle Scout project the construction of a "Trash Holding Area" at the Bethesda United Methodist Church in Swedesboro, New Jersey. The project consisted of mending a broken concrete pad and installing fencing and gates to enclose the area. He beautified the area by installing flowerbeds and planting shrubs. **Shayden** designed and supervised other Scouts and adult volunteers through all phases of this project. In addition, he solicited donations of material from local businesses to complete the project; and

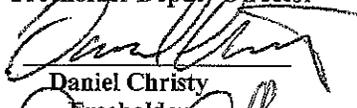
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize **Shayden C. Feret** for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.

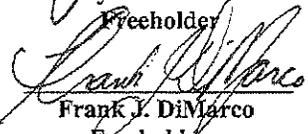
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12th day of November, 2017.

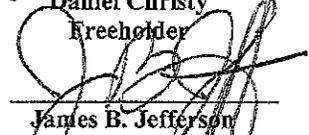

Giuseppe (Joe) Chila
Freeholder Deputy Director

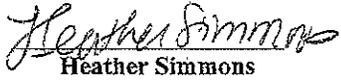

Robert M. Damminger
Freeholder Director

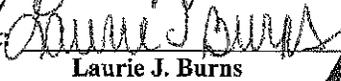

Lyman Barnes
Freeholder

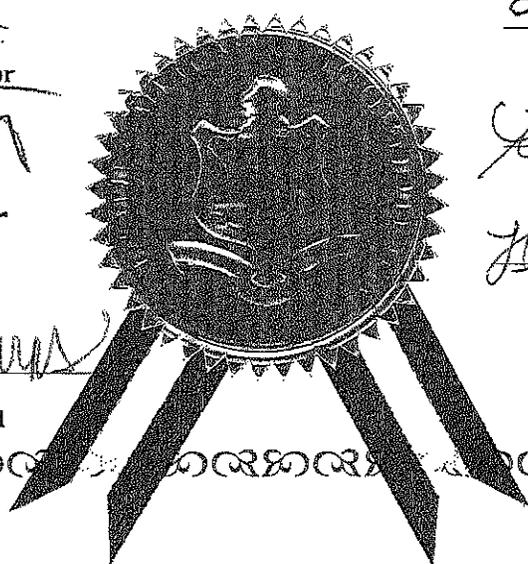

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED PROJECT NOTES (CLOROX SITE ACQUISITION PROJECT) TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000.00; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, the Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, the Gloucester County Improvement Authority ("Authority") has been duly created by a resolution of the Board as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto ("Act")

WHEREAS, the South Jersey Port Corporation ("SJPC") is in the process of developing certain lands in the Borough of Paulsboro ("Port Site") as a bulk and break-bulk commodity deep water international port and marine terminal facility referred to as the "Paulsboro Marine Terminal" ("Port Project") as part of a comprehensive redevelopment plan and a Redevelopment Agreement, dated January 16, 2006, as amended and supplemented to date, between the Borough of Paulsboro, New Jersey ("Borough") and SJPC; and

WHEREAS, pursuant to and in accordance with that certain Paulsboro Port Project Development and Management Agreement, dated as of August 1, 2009, as amended and supplemented to date ("Development Agreement"), the Authority has provided, and continues to provide, development and management services to SJPC for the purposes of completing the Port Site, which includes the acquisition and development of real property for the Port Project; and

WHEREAS, pursuant to the Act (*N.J.S.A. 40:37A-54(j)* specifically), the Authority is authorized to undertake the planning, initiating and carrying out redevelopment projects, including the Port Project, for the elimination, and for the prevention of the development or spread of blighted, deteriorated or deteriorating areas and the disposition for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such project; and

WHEREAS, in furtherance thereof, the Authority and SJPC have heretofore identified certain real property owned by Paulsboro Packaging Inc., a subsidiary of Clorox Corporation ("PPI"), located at the terminus of Universal Road in the Borough of Paulsboro ("Borough"), identified as Block 1 Lot 18 on the official tax maps of the Borough (hereinafter referred to as the "Clorox Site") as necessary for the purposes of completing the real property assemblage of the Port Site; and

WHEREAS, in connection therewith, the Authority, SJPC and their respective professional advisors have, pursuant to the terms of an Agreement of Sale, dated October 6, 2017, come terms for the acquisition of the Clorox Site by the Authority from PPI; and

WHEREAS, subsequent to acquisition, the Authority anticipates that SJPC will purchase or lease the entirety of the Clorox Site from the Authority; and

WHEREAS, the Authority desires to authorize the issuance of its County Guaranteed Project Notes (Clorox Site Acquisition Project) in the aggregate principal amount of not-to-exceed \$1,500,000.00 ("Notes") pursuant to a project note resolution to be adopted by the Authority ("Note Resolution") to finance: (i) the costs of the acquisition of the Clorox Site from PPI; and (ii) costs and expenses incurred by the Authority in connection with the acquisition of the Clorox Site; and (iii) the costs and expenses incurred by the Authority in connection with the issuance of the Notes, all as more particularly described in the information on file and available for inspection in the offices of the Authority ("Project"); and

WHEREAS, in order to induce the prospective purchasers of the Notes to purchase the Notes and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A. 40:37A-80*), to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the Notes, provided that such Notes, in aggregate, shall not exceed \$1,500,000.00, as further described herein ("County Guaranty"); and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. This Guaranty Ordinance shall be adopted by the Board of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40A:2-1 et seq.*) ("Local Bond Law").

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the Notes in a total aggregate principal amount not-to-exceed \$1,500,000.00, which are to be issued for the purpose of financing the costs of the Project as defined and further described in the preambles hereof, such Notes to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Note Resolution authorizing the issuance of the Notes, and consistent with the provisions of the Act. The term "Notes" shall include all Notes issued for or with respect to the Project or any notes or bonds issued to refinance or refund the Notes originally issued for the Project; provided, however, the total principal amount of Notes outstanding and entitled to the benefits of this ordinance shall not exceed \$1,500,000.00. Any Notes which are no longer considered outstanding under the Note Resolution shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the Notes referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the Notes in the same manner and to the same extent as in the case of bonds or notes issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the Notes, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

Section 4. The Freeholder-Director of the County is hereby authorized and directed to execute on each of the Notes, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within Note is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the County is unconditionally liable for the payment, when due, if not available from Revenues of The Gloucester County Improvement Authority, of the principal of and interest on this Note.

IN WITNESS WHEREOF, the County of Gloucester, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Freeholder-Director.

COUNTY OF GLOUCESTER, NEW JERSEY

By: _____
ROBERT M. DAMMINGER, DIRECTOR

Section 5. The Freeholder-Director of the Board and County Administrator are each hereby authorized to enter into, execute and deliver in the name of the County and on its behalf, a Guaranty Agreement ("Guaranty Agreement") setting forth such matters with respect to the guaranty authorized by this Guaranty Ordinance as the Freeholder-Director of the Board or County Administrator (after consultation with counsel to the County) deems appropriate, and the Clerk of the Board and Deputy Clerk of the Board are each authorized to attest to the signature of the Freeholder-Director of the Board or County Administrator and to affix the seal of the County to the Guaranty Agreement.

Section 6. It is hereby found, determined and declared by the Board that:

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the Notes outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$1,500,000.00, shall, after the issuance of such Notes, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the Notes entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the Notes until the end of the fiscal year beginning next after the completion of the Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the Authority in such year relative to the Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed Notes issued to finance the costs of the Project or as otherwise provided by law.

Section 7. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of Notes which are hereby and hereunder guaranteed to be outstanding at any one time as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the Project to be financed in accordance with the transaction contemplated hereby is, \$1,500,000.00.

(b) The purposes described in this Guaranty Ordinance are not current expenses of the County and no part of the costs thereof have been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$1,500,000.00 in accordance with the provisions of the Act, the net debt of the County is not

increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the Notes.

Section 8. The County Administrator and/or County Treasurer and any designees thereof (each an "Authorized Officer") are each hereby authorized and directed, to the extent necessary or desirable, to negotiate on behalf of the County with the Executive Director of the Authority and any designees thereof, the amount of all direct and indirect costs of the County arising from or relating to the issuance of this County Guaranty, including but not limited to the County Guaranty fee and counsel fees, to be charged by the County in such aggregate amount as the Authorized Officer deems appropriate.

Section 9. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 10. This Guaranty Ordinance shall take effect at the time and in the manner provided by the Local Bond Law and other applicable law; provided, however, that in no event shall this Guaranty Ordinance become effective until such date as the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs shall render findings in connection with the matters set forth herein, in satisfaction of the provisions of *N.J.S.A. 40A:5A-7*.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Statement to be Published With Guaranty Ordinance After Introduction.

Public notice is hereby given that the foregoing Guaranty Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 18, 2017. Further notice is given that said Guaranty Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old County Courthouse, One North Broad Street, Woodbury, New Jersey, on November 21, 2017 at 6:00 P.M. During the week prior to and up to and including the date of said meeting, copies of said Guaranty Ordinance will be made available at the Office of the Clerk of the Board in the Gloucester County Administration Building for members of the general public who request the same.

LAURIE J. BURNS, Clerk of the Board of
Chosen Freeholders of the County of
Gloucester, New Jersey

Statement to be Published With Guaranty Ordinance After Final Adoption.

STATEMENT

The Guaranty Ordinance published herewith has been finally adopted on November 21, 2017 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

LAURIE J. BURNS, Clerk of the Board of
Chosen Freeholders of the County of
Gloucester, New Jersey

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF NOVEMBER, 2017**

Al

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending November 16, 2017; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending November 16, 2017.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending November 16, 2017 as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 21, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

A 2

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE INTO THE 2017 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2017 as follows:

- (1) The sum of **\$85,014.00**, which item is now available as a revenue from the New Jersey Transit Corporation Mobility Management Grant, to be appropriated under the caption of the New Jersey Transit Corporation Mobility Management Grant - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 21, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

COUNTY OF GLOUCESTER, NEW JERSEY

A 3

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND CONSENTING TO THE ISSUANCE OF COUNTY GUARANTEED PROJECT NOTES (CLOROX SITE ACQUISITION PROJECT) BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE COSTS OF THE ACQUISITION OF CERTAIN REAL PROPERTY; AND MAKING CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, the Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, the South Jersey Port Corporation ("SJPC") is in the process of developing certain lands in the Borough of Paulsboro ("Port Site") as a bulk and break-bulk commodity deep water international port and marine terminal facility referred to as the "Paulsboro Marine Terminal" ("Port Project") as part of a comprehensive redevelopment plan and a Redevelopment Agreement, dated January 16, 2006, as amended and supplemented to date, between the Borough of Paulsboro, New Jersey ("Borough") and SJPC; and

WHEREAS, pursuant to and in accordance with that certain Paulsboro Port Project Development and Management Agreement, dated as of August 1, 2009, as amended and supplemented to date ("Development Agreement"), the Authority has provided, and continues to provide, development and management services to SJPC for the purposes of completing the Port Site, which includes the acquisition and development of real property for the Port Project; and

WHEREAS, pursuant to the Act (*N.J.S.A. 40:37A-54(j)* specifically), the Authority is authorized to undertake the planning, initiating and carrying out redevelopment projects, including the Port Project, for the elimination, and for the prevention of the development or spread of blighted, deteriorated or deteriorating areas and the disposition for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such project; and

WHEREAS, in furtherance thereof, the Authority and SJPC have heretofore identified certain real property owned by Paulsboro Packaging Inc., a subsidiary of Clorox Corporation ("PPI"), located at the terminus of Universal Road in the Borough of Paulsboro ("Borough"), identified as Block 1 Lot 18 on the official tax maps of the Borough (hereinafter referred to as the "Clorox Site") as necessary for the purposes of completing the real property assemblage of the Port Site; and

WHEREAS, in connection therewith, the Authority, SJPC and their respective professional advisors have, pursuant to the terms of an Agreement of Sale, dated October 6, 2017, come terms for the acquisition of the Clorox Site by the Authority from PPI ("Sale Agreement"); and

WHEREAS, subsequent to acquisition, the Authority anticipates that SJPC will purchase or lease the entirety of the Clorox Site from the Authority; and

WHEREAS, the Authority desires to authorize the issuance of its County Guaranteed Project Notes (Clorox Site Acquisition Project) in the aggregate principal amount of not-to-exceed \$1,500,000 ("Notes") pursuant to a project note resolution to be adopted by the Authority ("Note Resolution") to finance: (i) the costs of the acquisition of the Clorox Site from PPI; and (ii) costs

and expenses incurred by the Authority in connection with the acquisition of the Clorox Site; and (iii) the costs and expenses incurred by the Authority in connection with the issuance of the Notes, all as more particularly described in the information on file and available for inspection in the offices of the Authority ("Project"); and

WHEREAS, the Notes shall be secured by the Authority's pledge of the Trust Estate (as defined in the Note Resolution), which Trust Estate shall consist of all right title and interest of the Authority in, to and under: (i) the Revenues (as defined in the Note Resolution); (ii) all other moneys and securities held in any funds and accounts established under the Note Resolution with respect to the Notes (other than the Administrative Fund and the Rebate Fund); and (iii) any moneys paid by the County under the hereinafter defined County Note Guaranty; and

WHEREAS, in accordance with Section 37 of the Act, *N.J.S.A. 40:37A-80*, on November 21, 2017, the Board adopted a guaranty ordinance ("Guaranty Ordinance"), which Guaranty Ordinance unconditionally and irrevocably guarantees the punctual payment of the principal of and interest on the Notes ("County Guaranty"); and

WHEREAS, the Authority believes that: (i) the undertaking of the Project is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the County; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the Authority or the County; and

WHEREAS, pursuant to the *N.J.S.A. 40:37A-56*, the Authority shall not construct or acquire any public facilities or make any loan, lease or other agreement relating to the use of such public facilities for a term in excess of five (5) years until there has been filed with the Authority a copy of a resolution adopted by the Board describing public facilities to be financed or refinanced with the proceeds of the Notes and consenting to the construction or acquisition thereof by the Authority or the making of leases or other agreements in connection therewith; and

WHEREAS, as required by Section 13 of the Act (*N.J.S.A. 40:37A-56*) the Authority has made a detailed report pertaining to the Notes to the Board, which report includes, without limitation, descriptions of the Project, the Note Resolution and the Notes. If necessary, desirable or convenient as determined by the County and the Authority, the Authority shall provide such other applicable agreements that may include, but shall not be limited to: (i) the Local Finance Board Application dated October 19, 2017, prepared in connection with the Project and the issuance of the Notes; (ii) the Development Agreement; (iii) the Sale Agreement; and (iv) the Note Purchase Agreement (as defined in the Note Resolution) (collectively, the "Financing Documents"), at such time as each such Financing Document are finalized; and

WHEREAS, the County has reviewed the report setting forth the nature of the Project in sufficient detail to enable it to make the necessary findings which are required by *N.J.S.A. 40:37A-56* with respect to the Project and with respect to the Notes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, that:

Section 1. In accordance with *N.J.S.A. 40:37A-56* and all other applicable law, the Board hereby consents to: (i) the undertaking and implementation of the Project and the financing thereof by means of the Notes, the Note Resolution, the Financing Documents and any other agreements to which the Authority and the County shall be a party and as may be necessary for the issuance by the Authority of the Notes and/or the financing of the Project; (ii) the execution and delivery by the Authority and the County of any agreements to which the Authority and the County shall be a party and as may be necessary for the issuance by the Authority of the Notes and/or the financing of the Project, (iii) the adoption by the Authority of the Note Resolution (provided that the aggregate principal amount of Notes authorized and issued thereunder shall not exceed \$1,500,000), and (iv) the issuance, sale and delivery of the Notes.

Section 2. The Freeholder Director of the Board of the County, the County Administrator, the Deputy County Administrator, the County Treasurer and any designee thereof (each an "Authorized Officer") are each severally authorized to execute and deliver, in the name

of the County and on its behalf, any and all documents necessary to effectuate the purposes of this Resolution and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized to attest to the signature of the Authorized Officers and to affix the seal of the County thereto.

Section 3. This Resolution shall take effect upon adoption in accordance with law.

Section 4. Pursuant to *N.J.S.A. 40:37A-56*, the Clerk of the Board of the County shall file a certified copy of this Resolution, when adopted, with the Authority.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 21, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-4

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE GLOUCESTER COUNTY UTILITIES AUTHORITY**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester recognizes the essential benefit of sharing services among other governmental entities and sharing services presents an opportunity to increase efficiencies and reduce costs and Gloucester County has personnel with expertise that could be effectively be shared with other governmental entities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements; and

WHEREAS, Gloucester County (County) and the Gloucester County Utilities Authority ("GCUA") wish to enter into such a Shared Services Agreement whereby the County will provide the GCUA with guidance and assistance related to purchasing, fiscal, and financial matters during the term of this agreement, which shall be December 1, 2017 to November 30, 2018; and

WHEREAS, the GCUA will pay the County the \$50,000.00 per annum for the services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board to attest to a Shared Services Agreement with the GCUA for the aforementioned purpose; and

BE IT FURTHER RESOLVED, that County Counsel and the County Administrator are hereby authorized to negotiate the final terms of the Agreements authorized by this Resolution, provided that the Agreements in final form are in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 21, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-4

SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE GLOUCESTER COUNTY UTILITIES AUTHORITY

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 1st day of December, 2017, by and between the County of Gloucester (“County”), and The Gloucester County Utilities Authority (“Local Unit”):

RECITALS

WHEREAS, the County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;

WHEREAS, the Gloucester County Utilities Authority (“Local Unit”) is a corporation formed pursuant to the laws of the State of New Jersey with offices at 2 Paradise Road, West Deptford, New Jersey;

WHEREAS, the Local Unit requires purchasing, fiscal, and financial assistance and guidance; and

WHEREAS, the County has the expertise and personnel to provide these services; and

WHEREAS, it is in the best interest of the County and the Local Unit to enter into a Shared Services Agreement whereby the County will provide the assistance sought by the Local Unit; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the County and the Local Unit do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

Utilizing personnel from the offices of the County Treasurer and Purchasing Departments, the County shall provide to the Local Unit guidance and assistance related to purchasing, fiscal, and financial matters.

B. PAYMENT FROM LOCAL UNIT TO COUNTY.

Local Unit shall pay the County \$50,000.00 per annum for the services, payable in equal quarterly installments. The County shall submit invoices to the Local Unit for the amount due and payable.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of one (1) year commencing December 1, 2017 and concluding November 30, 2018.

Either party may terminate this agreement for any reason by providing written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two S. Broad, Woodbury, New Jersey, 08096. As to GCUA: John Vince, Executive Director, GCUA, 2 Paradise Road, Sewell, NJ 08080.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE; RENEWABLES.

Neither County nor the Local Unit intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of traffic signal maintenance services described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Local Unit hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Local Unit and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Local Unit represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Local Unit shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both the Local Unit and the County.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Local Unit agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
 2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit, and their respective successors and assigns.
 3. **Severability.** In the event that any provision of this Shared Services 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.
 4. **Counterparts.** This Shared Services 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.
 5. **Entire Agreement.** This Shared Services 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.
 6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
 7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
 8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services 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 in this Shared Services Agreement.
 9. **Governing Law.** The terms of this Shared Services 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 such State, including all matters of enforcement, validity and performance.
-

G. EFFECTIVE DATE. This Shared Services Agreement shall be effective as of the 1st day of December, 2017, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**GLOUCESTER COUNTY UTILITIES
AUTHORITY**

WALTER BERGLUND, SECRETARY

HOWARD W. BRUNER, CHAIRMAN

A 5

**RESOLUTION EXTENDING THE CONTRACT WITH RIVER BEACH, LLC
FROM DECEMBER 2, 2017 TO DECEMBER 1, 2018 IN AN AMOUNT
NOT TO EXCEED \$46,800.00**

WHEREAS, the County of Gloucester (hereinafter "County") entered into a contract on December 2, 2015 with River Beach, LLC (hereinafter "Contractor") of 38 Slape Avenue, Elsinboro, New Jersey 08079 for deed review, final site plan review, 911 address changes/ implementations to MOD IV/CAMA as per PD-015-052, and which provided the County with the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Purchasing Agent has recommended exercising the option to extend the contract for a one-year period from December 2, 2017 to December 1, 2018 in an amount not to exceed \$46,800.00, with continuation of this extension beyond December 31, 2017 conditioned upon approval of the 2018 Gloucester County budget; and

WHEREAS, this Contractor will continue to be engaged on an as-needed basis which does not obligate the County to make any purchase, therefore no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the contract with River Beach, LLC for deed review, final site plan review, 911 address changes/implementations to MOD IV/CAMA per PD-015-052, for a one-year period from December 2, 2017 to December 1, 2018 in an amount not to exceed \$46,800.00, and that the County's Purchasing Agent is hereby directed to inform Contractor of the extension.

BE IT FURTHER RESOLVED that before any purchase be made or service rendered pursuant to this contract extension, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 21, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

A 6

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX
COURT TAX APPEALS**

WHEREAS, the Plaintiff, Mulla Realty LLC v. Harrison Township, Docket Number 006199-2017, represented by Archer and Greiner, P.C., filed state tax appeals contesting the assessment on the subject property known as Block 57, Lot 21; and

WHEREAS, the pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Block 57, Lot 21 Mulla Realty LLC v. Harrison Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2017	\$25,000,000	\$22,000,000
2018	\$25,000,000	\$19,600,000
2019	\$25,000,000	\$18,500,000

BE IT FURTHER RESOLVED, that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 21, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A6

Eric M. Campo, Esquire
Attorney Identification No.: 026721998
COUNSEL TO GLOUCESTER COUNTY OFFICE OF ASSESSMENT
1200 North Delsea Drive – Building A
Clayton, New Jersey 08312
(856) 307-6425; Fax (856)307-6447

		TAX COURT OF NEW JERSEY
MULLA REALTY LLC,		COUNTY OF GLOUCESTER
Plaintiff,		Docket No.: 006199-2017
v.		<i>Civil Action</i>
HARRISON TOWNSHIP,		Honorable Kathi F. Fiamingo, J.T.C.
Defendant.		STIPULATION OF SETTLEMENT

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block	Lot	Unit Qualifier
57	21	
Street Address		Year
127-143 Bridgeton Pike		2017
	County Tax Board Judgment	Requested Tax Court Judgment
Original Assessment		
Land	\$ 2,955,600	N/A
Improvements	\$22,044,400	\$ 2,955,600
Total	\$25,000,000	\$19,044,400
		\$22,000,000

2. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that the assessment shall be as follows:

Block 57	Lot 21	Unit Qualifier
Street Address 127-143 Bridgeton Pike		Year 2018
	<u>ORIGINAL ASSESSMENT</u>	<u>2018 ASSESSMENT</u>
Land	\$ 2,955,600	\$ 2,955,600
Improvements	\$22,044,400	\$16,644,400
Total	\$25,000,000	\$19,600,000

Block 57	Lot 21	Unit Qualifier
Street Address 127-143 Bridgeton Pike		Year 2019
	<u>ORIGINAL ASSESSMENT</u>	<u>2019 ASSESSMENT</u>
Land	\$ 2,955,600	\$ 2,955,600
Improvements	\$22,044,400	\$15,544,400
Total	\$25,000,000	\$18,500,000

3. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Plaintiff shall not file an appeal for tax year 2018 for the subject property except to enforce this settlement and/or obtain a judgment.

7. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

ARCHER & GREINER, P.C.

Dated: _____

ALEX PAUL GENATO, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

Harrison Twp

57	<u>Year</u>	<u>Assessment</u>	<u>Judgment</u>	<u>Difference</u>	<u>County Taxes</u>	<u>Total Taxes</u>	
21	2017	25,000,000	22,000,000	3,000,000	21,510	84,750	
	2018	25,000,000	19,600,000	5,400,000	38,718	152,550	Estimated
	2019	25,000,000	18,500,000	6,500,000	46,605	183,625	Estimated

B-1

RESOLUTION AUTHORIZING AN AMENDMENT TO THE OPERATIONS MANUAL FOR THE GLOUCESTER COUNTY VETERANS MEMORIAL CEMETERY AND TO AMEND THE ADMINISTRATIVE CODE SECTION VET-6

WHEREAS, by Resolution dated October 22, 2003, the County of Gloucester previously adopted the Operations Manual for the operation of the Gloucester County Veterans Memorial Cemetery; and

WHEREAS, a modification is required with respect to the previously adopted Operations Manual; and

WHEREAS, it is also necessary to amend the Gloucester County Administrative Code Section VET-6; and

WHEREAS, the amendment is necessary to the Operations Manual, Article I, by adding subparagraph 14 to read as follows:

- Any procedural matter concerning internments in Gloucester County Veterans Cemetery not provided by this operations manual shall be governed by 38 U.S. Code § 2402 and § 2411.

WHEREAS, the modification has been recommended by the Director of the Department of Veterans Affairs and appears to be necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the proposed amendment to the Operations Manual, Article I, by adding subparagraph 14 to read as follows:

- Any procedural matter concerning internments in Gloucester County Veterans Cemetery not provided by this operations manual shall be governed by 38 U.S. Code § 2402 and § 2411.

BE IT FURETHER RESOLVED, the Gloucester County Administrative Code, Section VET-6 should be amended to reflect the above amendment.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Tuesday, November 21, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

C-1

RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FOR CERTAIN COUNTY VEHICLES FROM CUMBERLAND TIRE CENTER, INC. AND FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2017 TO DECEMBER 6, 2018 IN A TOTAL AMOUNT NOT TO EXCEED \$80,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") has the need to purchase tires and related items, and maintenance and repair services for certain County vehicles, trucks and industrial equipment; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase these supplies and services through State Contract #A82527 and #A82528 from Cumberland Tire Center, Inc. of 9 Washington Street, Bridgeton, NJ 08302, and the Firestone Store of 690 N. Delsea Drive, Glassboro, NJ 08028 from December 7, 2017 to December 6, 2018 in an amount not to exceed \$80,000.00.

WHEREAS, the contract shall be for estimated units of service and is therefore open-ended, which does not obligate the County of Gloucester to make any purchase and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of goods and services, including maintenance and repair services from Cumberland Tire Center, Inc. and the Firestone Store, through State Contract #A82527 and #A82528 is hereby authorized from December 7, 2017 to December 6, 2018 in a total amount not to exceed \$80,000.00; and, that the Freeholder Director or his designee, and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 21, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

RESOLUTION AWARDING A CONTRACT TO SOUTH JERSEY ENERGY FOR NATURAL GAS SUPPLY AND DELIVERY SERVICES FOR THE 24 MONTH PERIOD FROM THE FIRST METER READ AFTER DECEMBER 1, 2017 THROUGH THE NOVEMBER 30, 2019 METER READING DATE

WHEREAS, the South Jersey Power Cooperative requested bids for the supply and delivery of natural gas for its participating units and sub units; and

WHEREAS, the County of Camden, lead agency on behalf of the South Jersey Power Cooperative publicly advertised bids for the purpose of procuring such services; and

WHEREAS, the County of Camden received and opened publicly advertised bids on October 17, 2017 for natural gas supply and delivery service for the South Jersey Power Cooperative; and

WHEREAS, South Jersey Energy, 1317 Route 73 North, Suite 206, Mt. Laurel, New Jersey, was the lowest responsible bidder for the supply and delivery of natural gas to affiliated utility accounts serviced through Public Service Enterprise Group Incorporated (PSE&G) and South Jersey Gas (SJG), under the following bid rates:

Utility Company	Rate Category	Bid Price/Dekatherm	Duration
PSEG	Fixed Price	\$5.128	24 Months
SJG	Fixed Price	\$4.450	24 Months

WHEREAS, the County of Gloucester is a participating unit in the South Jersey Power Cooperative and, accordingly, is entitled to receive the benefits of the cooperative purchasing process; and

WHEREAS, the terms of the Agreement between the County of Gloucester as a participating unit and South Jersey Energy Company shall be as set forth in the master agreement between the South Jersey Power Cooperative and South Jersey Energy Company; and

WHEREAS, funding for the Contract shall be encumbered at the above-stated dekatherm rates in accordance with N.J.A.C. 5:30-5.5(b)(2) and shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County’s 2017 permanent budget and the temporary and/or permanent 2018 budget; and

WHEREAS, the Contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase. Therefore, no Certificate of Availability of Funds is required at this time. Continuation of the Contract beyond December 31, 2017 is contingent upon approval of the 2018 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester, as a participating unit in the South Jersey Power Cooperative, hereby awards a Contract for natural gas supply and delivery services to South Jersey Energy, for the period beginning with Gloucester County’s first meter read after December 1, 2017 and concluding with its November 30, 2019 meter reading date, through the South Jersey Power Cooperative and pursuant to the master contract negotiated by and between the South Jersey Power Cooperative and South Jersey Energy Company for “PSE&G” and “SJG” utility accounts only; and

BE IT FURTHER RESOLVED, that the Director of the Board be and is hereby authorized to execute and Clerk of the Board be and is hereby authorized to attest to, if necessary, any contract or other document required to effectuate the award of this contract through the South Jersey Power Cooperative.

ADOPTED at a regular meeting, of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 21, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD