

**AGENDA**

6:30 p.m. Wednesday, October 3, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from September 19, 2018.

**PROCLAMATIONS**

P-1 Proclamation honoring the All Out Pack 12 and Under Baseball Team **(To be presented)** (Chila)

P-2 Proclamation celebrating Triad Associates on its 40<sup>th</sup> Anniversary in Business (1978-2018) **(To be presented)** (Simmons)

P-3 Proclamation in recognition of Matthew C. Johnson for achieving Rank of Eagle Scout. (Previously Presented) (Chila)

**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 PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- TRANSIT SUPPORT PROGRAM - \$38,680.00 - This grant contributes to the County's ability to improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program. The program allows staff to provide comments and recommendations for improvements to the transit network and gives the County a voice when determining future transit improvements or changes.
- SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM - \$39,100.00 - This grant will enable the Planning Division staff to contribute to the DVRPC's development of the Long Range Plan as it relates to the County and its municipalities, as well as the implementation of the multi-million dollar Transportation Improvement Program (TIP) projects throughout the County.
- REGIONAL GIS IMPLEMENTATION AND COORDINATION PROGRAM - \$35,000.00 - These funds will be used to continue the County's participation in the development of a Regional GIS Implementation and Coordination Program. Work will include the development of transportation network geography, database elements and data sharing. This grant will reimburse for staff time, fringes and hardware/software upgrades.

**A-2 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX NUMBER T2581.**

The County has a need to dispose of excess Government Surplus Property. GovDeals handles online auctions for State, County and local Governments. We are requesting a Resolution authorizing the use of GovDeals Online Auctions to sell certain vehicles and equipment that are no longer needed pursuant to State Contract #A83453 index #T2581. The percentage of commissions on items less than \$100,000.00 is 7.5% but not less than \$5.00. For items over \$100,000.00 but less than \$500,000.00 the County agrees to pay 7.5% up to \$100,000.00 and 5.5% for everything up to \$500,000.00.

**A-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REGARDING THE PAULSBORO PORT SPINE ACCESS ROAD.**

This Resolution will authorize a Shared Services Agreement with the Gloucester County Improvement Authority ("Authority") to set forth the terms and conditions regarding traffic infrastructure improvements and construction for the Paulsboro Port Spine Access Road. The County will utilize funding received from NJDOT for such purposes, and the Authority will undertake the bidding, construction and construction management of the Project.

**A-4 RESOLUTION INCREASING THE CONTRACT WITH OPTIV SECURITY, INC. BY \$19,401.68 FOR A TOTAL AMOUNT OF \$46,912.57 THROUGH JULY 15, 2019.**

This Resolution authorizes an amendment to increase the contract with Optiv Security, Inc. by \$19,401.68, resulting in a new contract amount of \$46,912.57. This increase is necessary for additional software and maintenance for the CommVault software premier support coverage. Optiv Security, Inc. is the sole provider of operational support for the proprietary CommVault software in use by the County. N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids. CAF #18-07984 has been obtained to certify funds.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION REVISING THE SPEED LIMITS ON COUNTY ROUTE 551, IN THE TOWNSHIPS OF WOOLWICH, EAST GREENWICH, WEST DEPTFORD, THE BOROUGH OF SWEDESBORO AND THE CITY OF WOODBURY.**

This Resolution will establish new speed limits along County Route 551 (Auburn Road/Kings Highway/Salem Avenue) in the Townships of Woolwich, East Greenwich and West Deptford, the Borough of Swedesboro and City of Woodbury in the interest of safety and traffic efficiency. The speed limits are being revised as a result of a study by the County Office of Engineering.

**C-2 RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 18-DT-BLA-771 WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE WASHINGTON/MONROE TOWNSHIP BICYCLE CONNECTOR PROJECT.**

This Resolution will authorize execution of Cost Reimbursement Agreement No. 8-DT-BLA-771 with NJDOT for \$2,421,117.00 for project eligible funding regarding the Washington and Monroe Townships Bicycle Connector, Engineering Project #13-08 and Federal Project No. TAP-D00S(024). This Project will connect James Atkinson Park and Washington Lake Park in Washington Township with the existing County multi-purpose trail in Monroe Township and will include bike lanes in both directions on Holly Dell Drive, Greentree Road (CR 689) and Fries Mill Road (CR 655) for 5.75 miles, as well as other applicable updates and improvements.

**C-3 RESOLUTION AUTHORIZING A CONTRACT WITH T & M ASSOCIATES FOR \$287,456.00.**

This Resolution will authorize a contract with T&M Associates for engineering design services for construction of Rowan/Ellis Mill Road/Route 322 Connector Road, CR 641 Spur in the Township of Harrison and Borough of Glassboro as per RFP-018-042, known as Engineering project #18-15 from October 3, 2108 until the completion of the project for \$287,456.00. CAF #18-08073 was obtained to certify funds.

**C-4 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2019 CHEVROLET CARGO VAN FROM MALL CHEVROLET, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$22,015.00.**

This Resolution will authorize a purchase from Mall Chevrolet, Inc. of one (1) 2019 Chevrolet Express 2500 Cargo Van, UOH radio, VLW bulkhead divider w/door, and Z82 Trailing equipment for a total amount of \$22,015.00 through State Contract A88213. CAF #18-07772 was obtained to certify funds.

**C-5 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2018 DODGE JOURNEY FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$17,999.99.**

This Resolution will authorize a purchase from Hertrich Fleet Services, Inc. of one (1) 2018 Dodge Journey SE, FWD, manufacturer's body code JCDH49 with 22F package for \$17,999.99 through State Contract A86922. CAF #18-07882 was obtained to certify funds.

**C-6 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) WITH KANE COMMUNICATIONS.**

This Resolution will authorize Change Order #01-Final to decrease the contract with Kane Communications by \$15,149.09 for the traffic signalization of Center Square Road, CR 620 and Commerce Blvd. in Logan Township, known as Engineering Project #18-01. The reductions, extras and supplemental items are adjustments in the contract quantities to meet the actual constructed field quantities, resulting in a new contract amount of \$219,773.91. This project is 100% State Aid funded.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**E-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ROGER E. ENNIS AND KARIN M. ENNIS FOR \$104,139.00.**

This Resolution authorizes the purchase of the development rights on properties in the Borough of Newfield, known as Block 700, Lot 5, consisting of 16.53 acres, owned by Roger E. Ennis and Karin M. Ennis, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$6,300.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in an upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,300.00 for Molinari and Associates and \$3,100.00 for Steven Bartelt, MAI. This property is being preserved in conjunction with a neighboring farm, and together will constitute the first two farmland properties preserved in the Borough of Newfield. CAF# 18-08121 was obtained to certify funds.

**E-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY MELISSA LESHAY GILMORE, JONATHON GILMORE, SAMUEL P. LESHAY AND CAROLE V. LESHAY, FOR \$166,720.00.**

This Resolution authorizes the purchase of the development rights on properties in the Borough of Newfield, known as Block 700, Lots 15.01, 16, and 17, consisting of 26.05 acres, owned by Melissa Leshay Gilmore, Jonathon Gilmore, Samuel P. Leshay and Carole V. Leshay, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$6,400.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in an upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,300.00 for Molinari and Associates and \$3,100.00 for Steven Bartelt, MAI. This property is being preserved in conjunction with a neighboring farm, and together will constitute the first two farmland properties preserved in the Borough of Newfield. CAF# 18-08122 was obtained to certify funds.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**F-1 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND RELATED MAINTENANCE SERVICES FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FOR \$59,750.00 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018**

This Resolution will authorize the purchase of computer software and related maintenance services from Software House International, Corp. regarding the Infoshare Case & Document System used by the County Prosecutor's office, including the Infoshare Select Base System, Crime Scene Module, Investigation Module and Screening, Grand Jury and Trial System, for a total amount of \$59,750.00 as per Quotation #14570635 through State Contract #ITS58 /Subcontract #89851, from January 1, 2018 to December 31, 2018. CAF #18-07985 was obtained to certify funds.

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING ACCEPTANCE OF THE RADON AWARENESS PROGRAM GRANT FOR THE REIMBURSEMENT AMOUNT OF \$2,000.00 FROM OCTOBER 1, 2018 TO JUNE 30, 2019.**

This Resolution authorizes acceptance of a Radon Awareness Program (RAP) grant from the New Jersey Department of Environmental Protection, in the amount of \$2000.00, to reimburse the County for the purchase of Radon Test Kits for distribution to County residents for the period October 1, 2018 to June 30, 2019.

Old Business

New Business

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

Adjournment

**MINUTES**

6:30 p.m. Wednesday, September 19, 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director Chila	X	
Freeholder Barnes	X	
Freeholder Christy	X	
Freeholder DiMarco	X	
Freeholder Jefferson	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from September 5, 2018.

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

Comments: N/A

51385 Proclamation in recognition of Jeff Reim (Director/Instructors) for 30 years to the GC Parks and Recreation's Department Summer Theater program. (DiMarco) (presented)

51386 Proclamation in recognition of Barbie Sue McCrane (Director/Instructors) for 30 years to the GC Parks and Recreation's Department Summer Theater program. (DiMarco) (presented)

51387 Proclamation honoring Leo McCabe on his retirement as Mayor of Glassboro (2002-2018). (Simmons) (previously presented)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**51388 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF SEPTEMBER, 2018.**

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		18-07246
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		18-07033
Director Damminger			X		

Comments: N/A

**51389 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

**51390 RESOLUTION REAPPOINTING TRACEY GIORDANO AS COUNTY TREASURER.**

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

Comments: N/A

**51391 RESOLUTION AUTHORIZING AN OFF-CAMPUS FEDERAL WORK-STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM JULY 1, 2018 TO JUNE 30, 2019.**

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

Comments: N/A

**51392 RESOLUTION RATIFYING AND ACCEPTING THE MEMORANDUM OF AGREEMENT AND ADDENDUM BETWEEN THE COUNTY AND THE PBA #122 COUNTY OF GLOUCESTER CORRECTIONS OFFICERS.**

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

Comments: N/A

**51393 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REGARDING THE RT. 44 TRUCK BYPASS AND DUPONT PORT ACCESS ROAD.**

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

Comments: N/A

**51394 RESOLUTION INCREASING THE CONTRACT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC IN A TOTAL AMOUNT NOT TO EXCEED \$450,000.00.**

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

Comments: N/A

**51395 RESOLUTION AUTHORIZING RENEWAL OF MEMBERSHIP IN THE GLOUCESTER COUNTY INSURANCE FUND COMMISSION.**

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

Comments: N/A

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**51396 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$61,611.00.**

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

Comments: N/A

**51397 RESOLUTION AUTHORIZING A CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FROM OCTOBER 4, 2018 TO OCTOBER 3, 2019 IN AN AMOUNT NOT TO EXCEED \$320,370.00.**

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

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**51398 RESOLUTION AUTHORIZING A CONTRACT WITH CONSULTING AND MUNICIPAL ENGINEERS, LLP FOR THE DEVELOPMENT OF AN OPEN SPACE AND RECREATION PLAN FOR THE COUNTY OF GLOUCESTER IN AN AMOUNT NOT TO EXCEED \$40,000.00.**

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

Comments: N/A

**51399 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY HAROLD B. COUGHLIN FOR \$210,510.00.**

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

Comments: N/A

**51400 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM FINCH SERVICES, INC. FOR A TOTAL AMOUNT OF \$49,000.00.**

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

Comments: N/A

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**51401 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CAMDEN FOR THE HOUSING OF GLOUCESTER COUNTY JUVENILES FROM APRIL 1, 2018 TO MARCH 31, 2021, IN AN AMOUNT NOT TO EXCEED \$500,000.00.**

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

Comments: N/A

**51402 RESOLUTION AUTHORIZING CHANGE ORDER #02 (INCREASE) WITH COOPER ELECTRIC SUPPLY COMPANY.**

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

Comments: N/A

**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**51403 RESOLUTION AUTHORIZING AN APPLICATION FOR THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FROM JULY 1, 2018 TO JUNE 30, 2019 FOR \$168,271.00.**

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

Comments: N/A

**51404 RESOLUTION AUTHORIZING APPLICATION TO THE STATE DEPARTMENT OF HUMAN SERVICES IN THE AMOUNT OF \$1,579,982.00 FOR THE 2019 PORTION OF THE 2019-2021 AREA PLAN CONTRACT .**

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

Comments: N/A

**51405 RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO THE NJ TRANSIT CORPORATION FOR FUNDING FROM THE SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION ASSISTANCE GRANT IN THE AMOUNT OF \$479,497.00 AND THE RURAL TRANSPORTATION ASSISTANCE GRANT IN THE AMOUNT OF \$110,772.00, FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.**

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Deputy Director Chila	X		X		
Freeholder Barnes			X		
Freeholder Christy			X		
Freeholder DiMarco			X		
Freeholder Jefferson			X		
Freeholder Simmons		X	X		
Director Dammingier			X		

Comments: N/A

Time: 6:55 P.M.

## **Honoring All Out Pack 12-and-Under Baseball Team**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and congratulate the **South Jersey Bullpen, All Out Pack 12-and-Under Baseball Team of East Greenwich** on their win at the All Star Village National Tournament in Cooperstown, New York, thus being the first team in New Jersey to ever win this title; and

**WHEREAS**, **All Out Pack** distinguished themselves and Gloucester County, by winning the tournament, which consists of 53 teams, assembled from throughout the country. **All Out** successfully won six “pool games” to advance to the elimination tournament for the championship. They won their first game hitting nine home runs and the second against a Langhorne, PA team 8-6 moving them into their first semi-final game, which they won 15-3. The tournament final game pitted **All Out** against a fine Saginaw, MI team, the result was the same, a win of 5-3; and

**WHEREAS**, **All Out’s** performance throughout the tournament was exemplary; winning 10 straight games, scoring 119 runs allowing only 23 runs against them, pitching 5 shutout games, a team .428 batting average and hitting 34 home runs; and

**WHEREAS**, the members of the **All Out Pack** and winners of the 2018 All Star Village National Tournament are: **Nick Brown, Vinny Davis, Jared Dziergowski, Jack Fitzpatrick, Tommy Formisano, Ryan Heenan, Josh Herner, Luke Hinkle, Kyle Kupsey, Corey Lyle, Nick Matteo, Cole McKenna, and Tommy O’Connor**; and

**WHEREAS**, under the guidance of Coaches **Matt Gall** and **Greg Santora**, the **All Out Pack** has shown the qualities of successful athletes which include dedication, hard work, team spirit, talent and, above all, good sportsmanship; and

**WHEREAS**, the trip to the national tournament came at no cost to team members, thanks to a \$15,000.00 donation from James Matteo, Matteo Scrap Iron and Metal of West Deptford, New Jersey, which covered the cost of the tournament including barracks, meals and tickets to the Hall of Fame; 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 congratulate the All Out Pack-12-and Under Baseball Team of East Greenwich on their outstanding athletic achievement in winning the All Star National Tournament in Cooperstown, New York.**

**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 3<sup>rd</sup> day of October, 2018.

---

**Robert M. Damminger**  
Freeholder Director

---

**Giuseppe (Joe) Chila**  
Freeholder Deputy 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

**CELEBRATING  
TRIAD ASSOCIATES  
ON ITS 40<sup>TH</sup> ANNIVERSARY IN BUSINESS  
1978-2018**

*WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Triad Associates on its 40<sup>th</sup> anniversary in business; and*

*WHEREAS, Triad Associates was founded in 1978 by Michael Zumpino as a grant writing firm, and has evolved into a company that offers a full range of housing, community and economic development services and strategic planning solutions that have assisted numerous municipalities over various counties in expanding their growth capacity in a responsible and fiscal manner; and*

*WHEREAS, Triad Associates has secured more than \$886 million in grants and financing, leveraging billions in new investment to promote community revitalization. They continually match available funding with the needs within our communities and they formulate innovative, practical strategies to assist local and county governments in the planning and implementation of various programs; and*

*WHEREAS, Triad Associates fosters a mission to help communities thrive, cultivating economic growth and improving quality of life for all. They have become experts in facilitating programs for affordable housing, abandoned homes, redevelopment and grant writing that will benefit the County of Gloucester and its 24 municipalities far into the future.*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2018 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Triad Associates on its 40<sup>th</sup> anniversary in business.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 3<sup>rd</sup> day of October 2018.*

---

*Robert M. Damming  
Freeholder Director*

---

*Giuseppe (Joe) Chila  
Freeholder Deputy 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*

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Matthew C. Johnson
Achieving Rank of Eagle Scout

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

WHEREAS, Matthew joined Cub Scout Pack 213 as a Webelo earning his Arrow of Light in February 2011 and crossed over to Troop 13 achieving ranks of Tenderfoot in October 2011, Second Class in January 2012, First Class in February 2012, Star in November 2013, Life in June 2015 and has distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America on March 18, 2018; and

WHEREAS, Matthew has earned 34 Merit Badges, 21 of which are required to qualify for the Eagle Scout ranking. He has exhibited exceptional leadership throughout his time in the Boy Scouts serving in the positions of Quartermaster, Assistant Patrol Leader, Patrol Leader and Den Chief; and

WHEREAS, Matthew performed 163 hours of community service, camped 117 days and hiked 118 miles with his Troop. He has also been cited for Special Achievements including Arrow of Light, Cyber Chip, Firem'n Chit, Kayaking, Messenger of Peace, Paul Bunyan and Totin' Chip; and

WHEREAS, Matthew exhibited his commitment to public service by selecting as his Eagle Scout project the development of a reflection area for family members that visit the Lake Park Cemetery in Woolwich Township. The reflection area consists of fencing, a walkway, flowers and a granite bench. The project took two months to complete for a total of 180 man-hours and all materials were donated by local business owners. This project was designed and dedicated to local officials, Police, Fire and EMS first responders, all veterans and active duty members of the US Military at their annual 2018 Memorial Day celebration; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2018 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 Matthew C. Johnson 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 23rd day of September, 2018.

Signatures and names of Robert M. Damminger, Giuseppe (Joe) Chila, Daniel Christy, James B. Jefferson, Lyman Barnes, Frank J. DiMarco, Heather Simmons, and Laurie J. Burns, Clerk of the Board.

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE INTO THE 2018 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

A-1

**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 2018 as follows:

- (1) The sum of **\$38,680.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Transit Support Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Transit Support Program - Other Expenses;
- (2) The sum of **\$39,100.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program - Other Expenses;
- (3) The sum of **\$35,000.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Regional GIS Implementation and Coordination Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Regional GIS Implementation and Coordination Program - Other Expenses.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**Laurie J. Burns, Clerk of the Board**

**RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE  
AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE  
CONTRACT #A83453, INDEX NUMBER T2581**

A2

WHEREAS, N.J.S.A. 40A:11-36 permits the governing body to sell property no longer needed for public use; and

WHEREAS, the County of Gloucester has a need to sell surplus government property; that is no longer needed for public use; and

WHEREAS, The sale of surplus property is being conducted pursuant to Local Finance Notice 2008-9 through GovDeals Online Auctions pursuant to State Contract #A83453/T2581 in accordance with the terms and conditions of the State Contract, and the address of the auction site is govdeals.com; and

WHEREAS, a list of the surplus property to be sold is as follows:

**Equipment:**

- Pitney Bowes Mail Machine DM900, MP30, U7PS – Information Technology
- 2006 Toshiba ID Printer, Model SP 35
- JOY Air Compressor – D01500P21A1EA

**Heavy Equipment**

- Galion T500C – CG08915
- Case Backhoe – JAB0009592

**Vehicles:**

- |                               |                        |
|-------------------------------|------------------------|
| • 1992 Ford L-8000            | VIN# 1FDYK82A8NVA02117 |
| • 1993 Ford L-8000            | VIN# 1FDYK82A8PVA02265 |
| • 2009 Chevrolet Eldorado Bus | VIN# 1GBJG316591161329 |
| • 2009 Chevrolet Eldorado Bus | VIN# 1GBJG316X91161617 |
| • 2009 Chevrolet Eldorado Bus | VIN# 1GBJG316491162228 |
| • 2001 Ford Focus             | VIN# 3FAFP31351R105429 |
| • 2006 Dodge Durango          | VIN# 1D4HB38P46F185839 |
| • 2008 Ford Explorer          | VIN# 1FMFU74E58UA65886 |
| • 1999 Chevy Lumina           | VIN#2G1WL52K6X9228297  |
| • 1999 Ford Taurus S/W        | VIN#1FAFP58U3XA310955  |
| • 1999 Chevrolet Lumina       | VIN#2G1WL52K4X9232042  |
| • 1999 Chevrolet Lumina       | VIN#2G1WL52K9X9229668  |
| • 2001 Ford Taurus Wagon      | VIN#1FAFP58U61A185778  |
| • 2001 Lexus LS430            | VIN#JTHBN30F210009377  |
| • 1999 Ford Windstar          | VIN#2FMZA51U7XBC65019  |
| • 1989 Chevrolet 3500 Dump    | VIN#1GBHR34K5KJ107911  |
| • 1990 Cheyenne 2500          | VIN#1GBGC24K2LE140334  |
| • 2000 Ford Taurus            | VIN#1FAFP5225YA237113  |
| • 2006 Ford Crown Vic         | VIN#2FAFP71W66X158571  |
| • 2008 Dodge Durango          | VIN#1D8HB38N58F129022  |
| • 2006 Dodge Durango          | VIN#1D4HB38P36F190126  |

WHEREAS, the surplus property being indentified above is being sold in an “as-is” condition without express or implied warranties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to sell the above government surplus property through GovDeals Online Auctions pursuant to State Contract #A83453.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE  
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REGARDING THE  
PAULSBORO PORT SPINE ACCESS ROAD**

**WHEREAS**, the County of Gloucester (hereinafter "County") is a political subdivision of the State of New Jersey authorized to accept Transportation Funds and Grants, build roadways, capital improvements, enter into Shared Services Agreements with other public entities for such purposes in the promotion of economic development and the health, safety and welfare of its residents; and

**WHEREAS**, the Gloucester County Improvement Authority (hereinafter "Authority") has been created pursuant to a resolution, duly and finally adopted by the governing body of the County, pursuant N.J.S.A. 40:37A-44, et seq.; and

**WHEREAS**, the County and the State of New Jersey, acting by and through the Commissioner of Transportation (hereinafter "State"), recognized a need to effectuate certain traffic infrastructure improvements in the County including, but not limited to, construction of the Paulsboro Port Spine Access Road (hereinafter "Project"); and

**WHEREAS**, the County has agreed to cause the design and construction of the Project, and the financing thereof via appropriate available funding from the NJ Department of Transportation; and

**WHEREAS**, the New Jersey Transportation Trust Fund Act, N.J.S.A. 27:18-1, et seq., authorizes the State to allocate transportation improvement funds to counties, pursuant to legislative appropriations, for certain traffic infrastructure projects, such as the Project; and

**WHEREAS**, the County has applied for funding from the Local Aid Infrastructure Fund ("LAIF") grant and/or other State transportation funding available to be used for advancement of the Project, as it has been determined to be beneficial to the State's transportation system; and

**WHEREAS**, the County and the Authority wish the Authority to undertake the bidding, construction and construction management of the Project on behalf of the County, with the County to make payment to Authority for all NJDOT eligible design, construction, ROW, and construction management costs associated with this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that a Shared Services Agreement between the County and the Gloucester County Improvement Authority is hereby authorized and approved to set forth the terms and conditions of the Project referenced hereinabove, and that the Freeholder Director is authorized to execute and the Clerk of the Board to attest to said Agreement to effectuate the purposes set forth therein.

**ADOPTED** by the Board of Chosen Freeholders at a regular meeting held on October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**SHARED SERVICES AGREEMENT  
BETWEEN THE COUNTY OF GLOUCESTER AND  
THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY  
FOR PAULSBORO PORT SPINE ACCESS ROAD**

**THIS SHARED SERVICES AGREEMENT** ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and among the **GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ("AUTHORITY")** a political subdivision of the State of New Jersey having its principal offices located at 109 Budd Boulevard, Woodbury, New Jersey 08096, the **COUNTY OF GLOUCESTER ("COUNTY")**, a political subdivision of the State of New Jersey having its principal offices located at 2 S. Broad Street, P.O. Box 337, Woodbury, New Jersey 08096.

**W I T N E S S E T H:**

**WHEREAS**, the County is a political subdivision of the State of New Jersey authorized to accept Transportation Funds and Grants, build roadways, capital improvements, enter into Shared Services Agreements with other public entities for such purposes in the promotion of economic development and the health, safety and welfare of its residents; and

**WHEREAS**, the Authority has been created pursuant to a resolution, duly and finally adopted by the governing body of the County, pursuant to the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq. ("GCLA Act"); and

**WHEREAS**, the County and the State of New Jersey, acting by and through the Commissioner of Transportation (hereinafter "State"), recognized a need to effectuate certain traffic infrastructure improvements in the County including, but not limited to, the construction of the Paulsboro Port Spine Access Road, hereinafter referred to as the "Project"; and

**WHEREAS**, the County has agreed to cause the design and construction of the Project and the financing thereof; and

**WHEREAS**, the New Jersey Transportation Trust Fund Act, N.J.S.A. 27:18-1, et seq., authorizes the State to allocate transportation improvement funds to counties, pursuant to legislative appropriations, for certain traffic infrastructure projects, including the Project; and

**WHEREAS**, the County has applied for funding available through the New Jersey Department of Transportation (Transportation Funds) for the advancement of the Project, as such Project has been determined to be beneficial to the State's transportation system; and

**WHEREAS**, the Authority shall undertake the design, acquisition of right of ways, bidding, construction and construction management of the Project ("Authority Services") on behalf of the County, with the County to make payment to Authority for all NJDOT eligible design, construction, ROW, and construction management costs associated with this project; and

**WHEREAS**, the parties desire to set forth the terms upon which the Authority will provide the Authority Services to the County.

**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:**

**1. CONSTRUCTION AND PAYMENT OBLIGATION**

- a. County and Authority hereby agree that Authority shall design, acquire all necessary rights of way through negotiations and/or condemnation, bid, construct and manage construction of the Project more fully described in Exhibit A.
- b. Authority shall bill County, and County shall pay for all costs associated with the project and County shall be responsible for obtaining reimbursement from Transportation Funds.
- c. Authority and County agree to abide by all conditions of Transportation funding and Project Agreements with the NJDOT for the Project and all applicable state and/or federal bidding and procurement laws and regulations.

**2. PROJECT COSTS**

- a. All costs associated with the design, engineering, bidding, construction of the Project and Project management, including, but not limited to, costs of issuance incurred in connection with Project, property and rights of way acquisition costs, costs associated with environmental work and costs associated with field changes resulting from unforeseen field conditions or design errors or omissions.
- b. All costs associated with consultant agreements and construction contracts deemed by the Authority to be necessary to the accomplishment of the Project; and
- c. Costs of the Authority, attributable, as determined in accordance with Authority internal accounting procedures, solely to the Project; staff costs shall include the amount allocable to the Project (based upon accurate timekeeping records maintained on a current basis by Authority employees working on the Project) of actual salaries plus the cost of employee fringe benefits, leave time and indirect costs expressed as a percentage of salary costs in accordance with the County's formula for calculation of overhead costs.

3. **AGENCY RELATIONSHIP.** Neither the County nor the Authority intends this Shared Services Agreement to create any agency relationship other than that which may be specifically required by applicable law for the limited purpose of the Authority's performance of the obligations of the County pursuant to a Project Agreement with the NJDOT.

4. **INDEMNIFICATION OF COUNTY**

- a. During the term of this Shared Services Agreement, the Authority shall indemnify and shall hold the County, the members of the Board of Chosen Freeholders of the County ("Board") and its officers, agents and employees harmless against, and the Authority shall pay any and all liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal, or both, or upon or arising out of any contracts which have been entered into by the Authority in connection with the Project.
- b. The Authority, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Authority and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- c. The County and the Authority further agree as follows:
  - i. The County shall give an authorized official, officer agent or employee of the Authority ("Authorized Authority Representative") prompt written notice of any such claim and the institution of any suit or action, and the Authority shall give an authorized official, officer, agent or employee of the County ("Authorized County Representative") prompt written notice of the filing of any such claim and the institution of any suit or action;
  - ii. The County shall not, without the prior written consent of an Authorized Authority Representative, adjust, settle or compromise and such claim, suit or action with respect to the Project, and the Authority shall not, without the prior written consent of an Authorized County Representative, adjust, settle or compromise any such claim, suit or action with respect to the Project; and
  - iii. The County shall permit the Authority to assume full control for the adjustment, settlement, compromise or defense of any such claim, suit

or action, with prior written consent of an Authorized County Representative.

5. **INSURANCE**. At all times during the term of the construction of the Project, the Authority shall maintain or shall cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as the Authority shall determine to be reasonably required. The Authority shall be obligated to pay for the cost of such insurance for the Project. All such insurance policies shall name the Authority, as the primary beneficiary, and the County, as an additional insured.
6. **NO PERSONAL LIABILITY**. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future official, officer, agent or employee of the Authority or the County, in his or her individual capacity, and neither the officials, officers, agents or employees of the Authority or County, nor any official or officer executing this Shared Services Agreement shall be personally liable on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.
7. **TERM**. The term of this Shared Services Agreement shall commence upon execution and shall terminate upon completion of the Paulsboro Port Spine Access Road Project.
8. **EVENTS OF DEFAULT; REMEDIES**
  - a. **Authority or County Event of Default**. The failure by the Authority or County to perform any term or condition of this Agreement which shall continue for more than forty-five (45) days after written notice of such failure has been sent by the other party or, if such failure is of a type that cannot be cured within forty-five (45) days, the failure of the Authority or County within such forty-five (45) day period to commence and diligently pursue such performance to completion shall be an Authority or County Event of Default.
  - b. **Remedies**. Whenever any Event of Default referred to in Section 8.a. hereof shall have occurred and shall be continuing, and provided that prior written notice of the Event of Default has been given to the defaulting party by the non-defaulting party and the Event of Default has not been cured (or attempts to cure, as provided in Section 8.a. hereto, have not been commenced), the non-defaulting party may, after satisfying the requirements of Section 8.c. below, take whatever action at law or in equity it deems necessary or

desirable to enforce the performance and observance of any obligation, agreement or covenant of the defaulting party under the terms of this Agreement.

- c. Alternative Dispute Resolution. Should any dispute arise between the parties concerning the interpretation or implementation of this Agreement, the parties shall first be required to submit their dispute to mediation. The parties shall mutually agree upon the services of a mediator, whose fees shall be borne equally by the parties.
- d. No Remedy Exclusive. No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- e. No Additional Waiver Implied by One Waiver. In the event that any agreement which is contained in this Agreement should be breached by either party and thereafter such breach shall be waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

9. MISCELLANEOUS

- a. Authority to Contract. The Parties hereby represent to each other that each has the requisite power and authority to execute and deliver this Agreement, and to implement the Agreement and comply with the terms hereof.
- b. Binding Agreement. This Agreement shall be legal, valid and binding upon the Parties.
- c. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- d. Notices. Any Notices shall be given in writing as follows:

**If to the Authority:**

Gloucester County Improvement Authority  
Attn: George Strachan, Executive Director  
109 Budd Boulevard  
Woodbury, NJ 08096

**If to the County:**

County of Gloucester  
Attn: Chad M. Bruner, County Administrator

2 South Broad Street  
P.O. Box 337  
Woodbury, NJ 08096

- e. Exculpation. It is expressly understood and agreed that nothing in this Agreement shall be construed to create any personal liability on the part of officers, officials, employees, agents or representatives of any Party. Such exculpation of personal liability shall be absolute and without any exception whatsoever.
- f. Further Assurances. Each of the Parties hereto agrees to execute such documents, to make such filings with regulatory authorities, and to otherwise provide such action as the other Parties may reasonably request in order to consummate the Activities and actions contemplated by this Agreement.
- g. Expenses. Each Party shall be responsible for its own expenses incurred in connection with the preparation of this Agreement.
- h. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than to those to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- i. Relationship of the Parties. It is expressly understood and agreed that the Authority and the County are parties to this Agreement but are not partners in any formal sense. Nothing contained in this Agreement shall be construed to mean that the Authority or the County are joint venturers, either expressly or by implication.
- j. Entire Agreement. This Agreement represents the entire Agreement between the Parties regarding the Paulsboro Port Spine Access Road Project, and all negotiations, oral agreements and understandings regarding activities for the Project are merged herein. Any Party may change the address to which Notices are to be sent by giving the other Parties and interested entities listed at Section 9.d. written notice of the new address in the manner provided in this section.
- k. Headings. The headings of the several Sections of this Agreement are inserted for convenience of reference only, and do not constitute a part of this Agreement.
- l. Waiver. Waiver of any covenant herein shall not be deemed a waiver of a breach of any other covenant.
- m. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- n. Counterparts. This Agreement may be executed in counterparts, each of which will be considered one and the same Agreement.
- o. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto, and nothing herein, expressed or implied, shall give or be

construed to give to any person or entity, other than the Parties hereto, any legal or equitable rights hereunder.

- p. No Presumption Against Drafter. The Authority and the County hereby agree and acknowledge that this Agreement has been freely negotiated by the Parties. In the event of any ambiguity, dispute or disagreement over the interpretation, validity or enforceability of this Agreement or any of its covenants, terms or conditions, no inference, presumption or conclusion whatsoever shall be drawn against Authority by virtue of Authority's having drafted the initial draft of this Agreement.
- q. Police Powers and Termination Right. The Authority and the County shall retain the power and authority to terminate this Agreement for cause but agree not to unreasonably do so.
- r. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.

WITNESS the execution hereof as an instrument under seal as of the date first above written.

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

By: \_\_\_\_\_  
George Strachan, Executive Director

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF GLOUCESTER**

By: \_\_\_\_\_  
Robert M. Damming, Director

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Laurie J. Burns, Clerk of the Board

Dated: \_\_\_\_\_

**RESOLUTION INCREASING THE CONTRACT WITH OPTIV SECURITY, INC.  
BY \$19,401.68 FOR A TOTAL AMOUNT OF \$46,912.57 THROUGH JULY 15, 2019**

**WHEREAS**, on June 6, 2018 the County of Gloucester adopted a Resolution authorizing a contract with Optiv Security, Inc. for \$27,510.89 for continuation of CommVault software premier support coverage, and it has become necessary to increase the contract by \$19,401.68 to include the purchase of additional essential software, support and maintenance as per Quote #1061419-1; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of \$19,401.68 pursuant to CAF #18-07984, to be charged against budget line item 8-01-20-140-001-20370.

**WHEREAS**, Optiv Security, Inc. is the value added reseller of the proprietary products and support which are currently in operation by the County and therefore, is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5(dd); and

**WHEREAS**, all other terms and provisions of the original contract which are not inconsistent with this amendment shall remain in full force and effect.

**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 is hereby authorized to attest to, an Amendment to the aforesaid contract and any other documents necessary to increase the contract by \$19,401.68, for a total amount of \$46,912.57 through July 15, 2019.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**AMENDMENT TO CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
OPTIV SECURITY, INC.**

**THIS** is an amendment to a Contract which was entered into on the **6<sup>th</sup>** day of **June, 2018**, by and between the **COUNTY OF GLOUCESTER**, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **OPTIV SECURITY, INC.** of 1125 17<sup>th</sup> Street, Suite #1700, Denver, CO 80202, hereinafter referred to as "**Vendor**".

**NOW, THEREFORE**, in further consideration for the mutual promises made by and between County and Vendor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

This Amendment shall increase the Contract by \$19,401.68, for a total contract amount not to exceed \$46,912.57 through July 15, 2019 for additional software and maintenance as per Vendor's quote no. 1061419-1 dated August 23, 2018.

**ALL OTHER TERMS** and provisions of the contract and the conditions set forth therein which are not inconsistent with this Amendment shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the **3<sup>rd</sup>** day of **October, 2018**.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

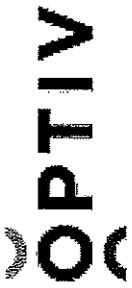
\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
DIRECTOR**

**ATTEST:**

**OPTIV SECURITY**

\_\_\_\_\_

\_\_\_\_\_  
**By:**  
**Title:**



Quote#: 1061419-1  
 Payment Terms: Net 30  
 Federal ID Number: 43-1806449

Date: 8/23/2018  
 Expiration: 9/22/2018

To:  
 County of Gloucester  
 George Grasso  
 IT Director  
 254 County House Road  
 Clarksboro, NJ 08020  
 856-853-3374  
 ggrasso@co.gloucester.nj.us

From:  
 David Barnes  
 (856) 397-9310  
 david.barnes@optiv.com

Inside Sales:  
 Heather Ruscitto  
 (610) 889-1728  
 heather.ruscitlo@optiv.com

Remit Payment:  
 PO Box 28216 Network Place  
 Chicago, IL 60673-1282

Line #	Product Description	QTY	Customer Price	Customer Extended Price
1	CommVault Complete Backup & Recovery - Per Front-End TB, Perpetual	4	USD 4,056.93	USD 16,235.72
2	CommVault : Notification of software updates, product fixes and related enhancements. hour access to the Technical Assistance Center (including holidays). Quarterly reports.	1	USD 3,165.96	USD 3,165.96

Subtotal: USD 19,401.68  
 Estimated Tax: USD 0.00  
 Estimated Shipping: USD 0.00  
 Grand Total: USD 19,401.68

Sales Quote Terms and Conditions  
 This sales quote, and the hardware, appliances, equipment, software, support, maintenance, services, and other products set forth in this sales quote, are subject to, and will be governed by, the terms and conditions available at <http://www.optiv.com/agreements>

This sales quote, and the hardware, appliances, equipment, software, support, maintenance, services, and other products set forth in this sales quote, are subject to, and will be governed by, the terms and conditions available at <http://www.optiv.com/agreements>

A-2

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**  
THIS NUMBER MUST APPEAR ON ALL INVOICES  
**NO.** 18-07984

Pg 1

**S H I P T O**  
GLOUC. CO I.T DEPARTMENT  
2 SOUTH BROAD STREET  
WOODBURY, NJ 08096  
ATTN: AMY GREGG

**V E N D O R**  
OPTIV SECURITY, INC.  
ATTN: LEGAL DEPARTMENT  
1144 15TH STREET, SUITE #2900  
DENVER, CO 80202

VENDOR #: OPTIV005

ORDER DATE: 09/18/18  
REQUISITION NO: R8-08394  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
4.00	COMMVault COMPLETE BACKUP & RECOVERY - PER FRONT-END TB, PERPETUAL	8-01-20-140-001-20370	4,058.9300	16,235.72
1.00	COMMVault: NOTIFICATION OF SOFTWARE UPDATES, PRODUCT FIXES AND RELATED ENHANCEMENTS. HOUR ACCESS TO THE TECHNICAL ASSISTANCE CENTER (INCLUDING HOLIDAYS). QUARTERLY REPORTS.	8-01-20-140-001-20370	3,165.9600	3,165.96
	AS PER QUOTE# 1061419-1 PROPRIETARY CONTRACT AMENDMENT APPROVED 10/3/2018			
			TOTAL	19,401.68

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE \_\_\_\_\_ DATE \_\_\_\_\_

TAX ID NO. OR SOCIAL SECURITY NO. \_\_\_\_\_ DATE \_\_\_\_\_

**MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS**

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

*Nancy Hunder*  
TREASURER / CFO

*[Signature]*  
PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION REVISING THE SPEED LIMITS ON COUNTY ROUTE 551 IN THE TOWNSHIPS OF WOOLWICH, EAST GREENWICH, WEST DEPTFORD, THE BOROUGH OF SWEDESBORO AND THE CITY OF WOODBURY**

**WHEREAS**, the speed limits along County Route 551 (Auburn Road/Kings Highway/Salem Avenue) in the Townships of Woolwich, East Greenwich, West Deptford, the Borough of Swedesboro and City of Woodbury in the County of Gloucester have been studied by the County Engineer, resulting in the recommendation that the speed limits be reduced in certain areas in the interest of safety and traffic efficiency; and

**WHEREAS**, pursuant to N.J.S.A. 39:4-8(b)(2) this action is consistent with the current standards prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways, and does not require approval by the Commissioner of the New Jersey Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the speed limits for traffic along County Route 551 (Auburn Road/Kings Highway/Salem Avenue) in the Townships of Woolwich, East Greenwich, West Deptford, the Borough of Swedesboro and City of Woodbury, shall hereby be designated as set forth on Schedule A annexed hereto, and incorporated as if fully set forth herein; and

**BE IT FURTHER RESOLVED**, that regulatory and warning signs shall be erected and maintained to effect the above designated speed zone limits as recommended by the County Engineer.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**SCHEDULE A**

**RE: CR 551, AUBURN ROAD/KINGS HIGHWAY/SALEM AVENUE  
DESIGNED SPEED LIMITS IN BOTH DIRECTIONS**

- ZONE 1:** 50 MPH between the southernmost Woolwich Township line (Salem County-Gloucester County line at Oldman's Creek) to the center of Center Square Road (County Route 620).
- ZONE 2:** 45 MPH between the center of Center Square Road (County Route 620) to 300 feet south of the roundabout at the center of High Hill Road (County Route 662).
- ZONE 3:** 35 MPH between 300 feet south of the roundabout at the center of High Hill Road (County Route 662) to the center of Grant Avenue and County Route 694 except 25 MPH when passing through the Walter Hill and Margaret Clifford School Zones during recess and when the presence of children is clearly visible from the roadway, or while children are going to or leaving school during opening or closing hours.
- ZONE 4:** 25 MPH between the center of Grant Avenue and County Route 694 to the northerly Swedesboro-Woolwich Township line (Raccoon Creek).
- ZONE 5:** 40 MPH between the northerly Swedesboro-Woolwich Township line (Raccoon Creek) to 725 feet north of the center of the Paulsboro-Swedesboro Road (County Route 653).
- ZONE 6:** 50 MPH between 725 feet north of the center of Paulsboro-Swedesboro Road (County Route 653) to the bridge over Rattling Run in East Greenwich Township.
- ZONE 7:** 45 MPH between the bridge over Rattling Run in East Greenwich Township to 2,340 feet south of the center at Quaker Road.
- ZONE 8:** 35 MPH between 2,340 feet south of the center of Quaker Road to the center of Ogden Road, except 25 MPH when passing through the East Greenwich School Zone during recess and when the presence of children is clearly visible from the roadway, or while children are going to or leaving school during opening or closing hours.
- ZONE 9:** 45 MPH between the center of Ogden Road to the Bridge over Matthews Branch Creek.
- ZONE 10:** 35 MPH between the bridge over Matthews Branch Creek to Mahley Avenue.
- ZONE 11:** 30 MPH between Mahley Avenue to State Route 45.

**RESOLUTION AUTHORIZING EXECUTION OF COST REIMBURSEMENT AGREEMENT NO. 18-DT-BLA-771 WITH THE NJ DEPARTMENT OF TRANSPORTATION FOR THE WASHINGTON/MONROE TOWNSHIP BICYCLE CONNECTOR PROJECT**

**WHEREAS**, the Gloucester County Engineer has applied for project eligibility funding from the NJ Department of Transportation, Division of Local Aid and Economic Development; and

**WHEREAS**, funds to be received in the amount of \$2,421,117.00 will be used by the County for the Washington and Monroe Townships Bicycle Connector, known as Engineering Project #13-08 and Federal Project No. TAP-D00S(024) (hereinafter "Project"); and

**WHEREAS**, the Project will connect James Atkinson Park and Washington Lake Park in Washington Township with the existing County multi-purpose trail in Monroe Township and will include bike lanes in both directions on Holly Dell Drive, Greentree Road (CR 689) and Fries Mill Road (CR 655) for 5.75 miles, as well as other applicable updates and improvements.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to Cost Reimbursement Agreement No. 18-DT-BLA-771 for \$2,421,117.00 to be used for the Project as set forth herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

Agreement No. 18-DT-BLA-771

Contract ID: 19 70939

Recipient's DUNS No.: 957362247

CFDA Name and Number: Catalog of Federal Domestic Assistance 20.205

Contact Name and Phone Number: David Cihocki; (856) 486-6618

**FEDERAL AID AGREEMENT**

Project: 2018-GC-RTAP-Washington & Monroe Twps. Bikeway  
(Fed. Proj. No.: TAP-D00S(024)) FAP-2016-Gloucester County-02658  
Municipality: Washington & Monroe Twps.  
County: Gloucester

This Cost Reimbursement Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between the \_\_\_\_\_, having its offices at 1200 N. Delsea Drive, Clayton, NJ 08321-1000 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project – Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of this agreement (date written above). All such work shall be completed by 12/31/2020, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient

shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.

4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

## 5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

- (a) General Comprehensive Liability Insurance in the minimum amount of \$1,000,000 combined single limit plus \$1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.
- (b) Automobile Liability Insurance in the minimum amount of \$1,000,000.
- (c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of \$1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or

otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.

6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed , with an approved budget as follows:

Federal Project #	Project Sponsor	Contract	Sponsor In-House	Total	Date Authorized	Date for Completion
TAP-D00S(024)	Gloucester County	\$2,421,117.00	\$0.00	\$2,421,117.00	8/22/2018	12/31/2020

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87  
Cost Principles for Nonprofit Organizations - OMB Circular A-122  
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102  
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of  
Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

## 7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, "Contracts with Commercial Organizations." The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 This agreement may be funded in whole or in part with funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA). The Recipient is responsible for complying with the applicable provisions of the ARRA which are incorporated herein by reference.

Section 902 of ARRA requires that the U.S. Comptroller General has the authority to:

1. Examine records of the Recipient or its subconsultant, or State or local government agency administering such contract that directly pertain to, and involve transactions relating to, the Contract or subcontract.
2. Interview officers or employees of the Recipient or its subconsultant, or of State or local government agency administering the Contract, regarding such transactions.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the U.S. Comptroller General.

Section 1515(a) of the ARRA requires that the Inspector General has the authority to:

1. Examine records of the Recipient or its subconsultants
2. Interview the Recipient's or its subconsultants's employees or officers working on this Contract.

Nothing in this section is to be interpreted to limit or restrict the existing authority of the Inspector General.

7.4 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.

(a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the {Recipient} hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

## 8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and

records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color,

national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this Agreement in whole or in part;
- (b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and
- (c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

- (a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- (b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.
- (c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:

- (a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.
- (b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted

contracts."

15. No Oral Modifications

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Laine Rankin  
Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

**District 1 –**  
Roxbury Corporate Center  
200 Stierli Court  
Mount Arlington, NJ 07856  
Phone: (973) 770-5070/5068  
Fax: (973) 770-5172  
Morris, Passaic,  
Sussex and Warren

**District 2 –**  
153 Halsey Street - 5th floor  
Newark, NJ 07102  
Phone: (973) 877-1500  
Fax: (973) 877-1556  
Bergen, Essex, Hudson,  
and Union

**District 3 -**  
1035 Parkway Avenue  
Trenton, NJ 08625  
Phone: (609) 530-5271  
Fax (609)530-8044  
Hunterdon, Middlesex, Mercer,  
Monmouth, Ocean and Somerset

**District 4 –**  
1 Executive Campus  
Route 70 West, 3rd Floor  
Cherry Hill, NJ 08002  
Phone: (856) 486-6618  
Fax (856) 486-6771  
Atlantic, Burlington, Camden, CapeMay,  
Cumberland, Gloucester, and Salem

Excepting Legal Notices  
Telephone: (856) 486-6618  
Fax: (856) 486-6771

If to Recipient:

**Vincent M. Voltaggio**  
*(Engineer)*  
**Gloucester County**  
**Clayton Complex Offices of Governemnt Services**  
**1200 N. Delsea Drive**  
**Clayton, NJ 08321-1000**

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for "influencing or attempting to influence" Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding \$100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation  
Manager Professional Services  
Procurement Division  
1035 Parkway Avenue  
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.
24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.
25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.
27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.
28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.
29. APPENDIX I – Project Scope of Work
30. APPENDIX J – Project Cost Estimate
31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: 2018-GC-RTAP-Washington & Monroe Twps. Bikeway

Municipality: Washington & Monroe Twps.

County: Gloucester

Fed. Proj. No.: TAP-D00S(024)

Agreement No.: 18-DT-BLA-771

ATTEST/WITNESSED/AFFIX SEAL:

RECIPIENT:

Name: LAURIE J. BURNS  
Title: CLERK OF THE BOARD

Date

By:

Name: ROBERT M. DAMMINGER  
Title: FREEHOLDER DIRECTOR

Date

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF  
TRANSPORTATION

Anika James, Department Secretary,  
New Jersey Department of Transportation

Date

By:

Laine Rankin  
Director,  
Division of Local Aid & Economic  
Development

Date

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY

Gurbir Grewal

By: Deputy Attorney General  
Brad Reiter, DAG

Date

## APPENDIX A

### **NONDISCRIMINATION**

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.
4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
  - (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.

(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

**APPENDIX B**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR  
(Name and Title of Grantee Official)

hereby certify on behalf of RECIPIENT, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

By:

ROBERT M. DAMMINGER  
FREEHOLDER DIRECTOR  
(Signature and Title of Authorized Official)

**APPENDIX C**

**CERTIFICATION OF RECIPIENT**

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.
- 2, agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX D**

**CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION**

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.

**APPENDIX E**

**NJDOT CODE OF ETHICS FOR VENDORS**

1. No vendor\* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition , employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

---

Adopted on the 16th day of December, 1987

**APPENDIX F**

**CERTIFICATION OF RECIPIENT ELIGIBILITY**

I ROBERT M. DAMMINGER hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

RECIPIENT

Name/Title LAURIE J. BURNS  
Date: CLERK OF THE BOARD

Name/Title  
ROBERT M. DAMMINGER  
FREEHOLDER DIRECTOR

## **APPENDIX G**

### **AMERICANS WITH DISABILITIES ACT**

#### **Equal Opportunity For Individuals With Disabilities.**

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**APPENDIX H**

**STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA**

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NISA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

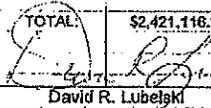
- a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation's Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation's Compliance Officer, advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.

# Sponsors Statement of Work

This project connects James Atkinson Park and Washington Lake Park in Washington Township with the existing Gloucester County Multi-purpose Trail in Monroe Township. Construction will include bike lanes in both directions on Holly Dell Drive, Greentree Road (CR 651), Pitman Downer Road (CR 658), Glassboro-Cross Key Road (CR 689), and Fries Mill Road (CR 655) for a total of about 5.75 miles. Bike lanes will generally be painted and signed in existing bicycle lane compatible shoulders, though some widening and resurfacing will occur along Pitman Downer Road (CR 658) and Fries Mill Road (CR 655). On-road facilities will be supplemented with a new off-road trail link within and between James Atkinson Park, Washington Lake Park and the adjacent Washington Township football facility and fire house, the Bunker Hill Middle School, and the newly acquired Fred Smith Tract. Three rapid flashing beacons will be installed: one at the entrance of Washington Lake Park on Greentree Road (CR 651), one at the Fred Smith Tract on Pitman Downer Road (CR 658), and one at the existing multi-use trail crossing of Fries Mill Road (CR 655) by the Gloucester County Multi-Purpose Trail. A flashing 4-way stop sign will be installed at the intersection of Holly Dell Drive, East Holly Avenue, and the firehouse driveway to facilitate crossing of East Holly Avenue.

Specification No. ENGRG 13-08FA  
Proposed Resurfacing and Safety Improvements  
Monroe/Washington Townships Bicycle Connector

ENGINEER'S ESTIMATE						8/8/2018
PAY ITEM NO.	Contract QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST	
1	1	L.S.	Construction Layout	\$25,000.00	\$25,000.00	
2	1	L.S.	Clearing Site	\$100,000.00	\$100,000.00	
3	3,230	C.Y.	Excavation, Unclassified	\$25.00	\$80,750.00	
4-70	-	-	No Item	-	-	
11	9,510	S.Y.	Geotextile Fabric	\$4.00	\$38,040.00	
12	48,000	S.Y.	HMA Milling, 3" or Less	\$4.00	\$184,000.00	
13	600	Ton	Hot Mix Asphalt 9.5H94 Leveling Course	\$70.00	\$35,000.00	
14	6,900	Gal	Tack Coat	\$1.00	\$6,900.00	
15	2,330	S.Y.	Dense-Graded Aggregate Base Course, 6" Thick	\$10.00	\$23,300.00	
16	100	Ton	Hot Mix Asphalt 19M54 Base Course, 4" Thick	\$66.00	\$6,600.00	
17	8,320	Ton	Hot Mix Asphalt 12.5ME Surface Course, 3" Thick	\$68.00	\$565,760.00	
18	1,190	Ton	Open-Graded 9.6MM Fritton Course, 2-1/2" Thick	\$100.00	\$119,000.00	
19	9,510	S.Y.	Coarse Aggregate, No. 57 Stone, 8" Thick	\$27.50	\$261,525.00	
20	85	S.Y.	Detectable Warning Surface	\$270.00	\$22,950.00	
21	400	S.Y.	Hot Mix Asphalt Driveway, 2" Thick	\$25.00	\$10,000.00	
22	90	S.Y.	Concrete Island Reinforced, 8" Thick	\$90.00	\$8,100.00	
23	1,280	S.Y.	Concrete Sidewalk, 4" Thick	\$70.00	\$89,600.00	
24	15	Unit	Curb Piece	\$300.00	\$4,410.00	
25	3	Unit	Reconstructed Inlet, Type B, Using Existing Casting	\$2,560.00	\$7,680.00	
26	3,900	L.F.	9" x 18" Concrete Vertical Curb	\$30.00	\$117,000.00	
27	110,000	L.F.	Traffic Stripes, Long-Life, Epoxy Resin, 4"	\$0.50	\$55,000.00	
28	19,885	S.F.	Traffic Markings, Thermoplastic	\$3.00	\$59,655.00	
29	17,300	S.F.	MMA Bike Lane Treatment	\$5.00	\$86,500.00	
30	75	S.Y.	Concrete Driveway Reinforced, 6" Thick	\$90.00	\$6,750.00	
31	-	-	No Item	-	-	
32	16	L.F.	18" Corrugated Metal Pipe	\$150.00	\$2,400.00	
33	460	L.F.	Beam Guide Rail Element	\$25.00	\$11,500.00	
34	15	Unit	Bicycle Safe Grate	\$305.00	\$4,575.00	
35	-	-	No Item	-	-	
36	690	S.F.	Regulatory Warning and Guide Sign	\$30.00	\$20,700.00	
37	140	Unit	Reflective "U" Post Inserts	\$40.00	\$5,600.00	
38	2	Unit	RPM, Bi-Directional, Blue Lens	\$25.00	\$50.00	
39	15	Unit	RPM, Bi-Directional, Red / White Lens	\$26.00	\$375.00	
40	110	Unit	RPM, Bi-Directional, Amber Lens	\$25.00	\$2,750.00	
41	5	Unit	Reset Existing Casting	\$350.00	\$1,750.00	
42	10	Unit	Reset Valve	\$20.00	\$200.00	
43-54	-	-	No Item	-	-	
55	380	L.F.	Chain-Link Fence, Black PVC-Coated Steel, 6' High	\$45.00	\$17,100.00	
56	1,670	L.F.	Split Rail Fence, PVC Coated Aluminum	\$60.00	\$100,170.00	
57	1	L.S.	Landscaping Retaining Wall, Location 1	\$50,000.00	\$50,000.00	
58	1	L.S.	Landscaping Retaining Wall, Location 2	\$26,000.00	\$26,000.00	
59	110	Unit	Deciduous Shrub, 4' to 5' High	\$115.00	\$12,675.00	
60	25	Unit	Small Deciduous Tree, 6 to 8' High	\$500.00	\$12,500.00	
61	15	Unit	Perennial, #1 Container	\$20.00	\$300.00	
62-69	-	-	No Item	-	-	
70	1,000	M.H.	Police Traffic Directors	\$60.00	\$60,000.00	
71	4	Unit	Flashing Arrow Board, 4' x 8'	\$300.00	\$1,200.00	
72	4	Unit	Traffic Control Truck with Mounted Crash Cushion	\$1,800.00	\$7,200.00	
73	200	S.F.	Construction Signs	\$12.00	\$2,400.00	
74	250	Unit	Drum	\$8.00	\$2,000.00	
75	250	Unit	Traffic Cone	\$5.00	\$1,250.00	
76	30	Unit	Breakaway Barricade	\$15.00	\$450.00	
77	28,100	L.F.	Turf Repair Strip	\$1.00	\$28,100.00	
78	100	S.Y.	Topsell Stabilization Mat	\$1.00	\$100.00	
79	630	S.Y.	Topselling, 4" Thick	\$10.00	\$6,300.00	
80	630	S.Y.	Fertilizing and Seeding, Type A-3	\$1.00	\$630.00	
81	100	S.Y.	Straw Mulching	\$1.00	\$100.00	
82	1	L.S.	Asphalt Price Adjustment	\$22,700.00	\$22,700.00	
83	1	L.S.	Fuel Price Adjustment	\$18,000.00	\$18,000.00	
84	3,900	L.F.	Heavy Duty Silt Fence	\$5.00	\$19,500.00	
85	5	Unit	Inlet Protection	\$120.00	\$600.00	
86-99	-	-	No Item	-	-	
100	2	Unit	Foundation, Type SPF	\$800.00	\$1,600.00	
101	4	Unit	Foundation, Type SFT	\$1,700.00	\$6,800.00	
102	2	Unit	Pedestrian Signal Standard	\$375.00	\$750.00	
103	4	Unit	Traffic Signal Standard, Aluminum Type T	\$2,400.00	\$9,600.00	
104	20	Unit	Pedestrian Push Button Assembly w/ R10-3e	\$460.00	\$9,200.00	
105	4	Unit	Rapid Flashing Beacons	\$8,000.00	\$32,000.00	
106	2	Unit	Bollard	\$1,200.00	\$2,400.00	
				TOTAL	\$2,421,116.25	
				 David R. Lubelski Assistant County Engineer		

**RESOLUTION AUTHORIZING A CONTRACT WITH T&M ASSOCIATES  
FOR \$287,456.00**

**WHEREAS**, the County of Gloucester (hereinafter "County") has the need for engineering design services for the construction of Rowan/Ellis Mill Road/Route 322 Connector Road, CR Spur in Harrison Township and Borough of Glassboro, known as Engineering Project #18-15 (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals via RFP-018-042 from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that T&M Associates of 200 Century Parkway, Suite B, Mount Laurel, NJ 08054, made the most advantageous proposal and was qualified to provide said services for \$287,456.00; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

**WHEREAS**, the County Treasurer has certified the availability of funds in the amount of \$287,456.00 pursuant to CAF #18-08073, which amount shall be charged against budget line item C-04-17-019-315-19211.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, a contract with T&M Associates for the hereinabove Project for \$287,456.00, commencing October 3, 2018 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9); and

**BE IT FURTHER RESOLVED**, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 3, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
T&M ASSOCIATES**

**THIS CONTRACT** is made this 3<sup>rd</sup> day of **October, 2018**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “**County**”, and **T&M ASSOCIATES** with offices at 200 Century Parkway, Suite B, Mount Laurel, NJ 08054, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, there exists a need by the County to contract for professional engineering design services as per RFP-018-042 for the construction of the Rowan/Ellis Mill Road/Route 322 Connector Road, CR Spur in Harrison Township and Borough of Glassboro, known as Engineering Project #18-15 (hereinafter the “**Project**”).

**WHEREAS**, Contractor represents that it is qualified to perform the said required services for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

**WHEREAS**, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

**TERMS OF AGREEMENT**

1. **TERM OF SERVICES**. This Contract shall commence on October 3, 2018 and conclude upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. **COMPENSATION**. Contractor shall be compensated in the total amount of \$287,456.00 for the Contract term, pursuant to the prices set forth in and subject to all terms and provisions of the Contractor’s proposal dated September 12, 2018 and fee schedule submitted in response to the County’s Request for Proposal, **RFP-018-042**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for engineering design services for the construction of the Rowan/Ellis Mill Road/Route 322 Connector Road, CR Spur in Harrison Township and Borough of Glassboro as set forth in **RFP-018-042**, and Contractor's Proposal dated September 12, 2018 which is incorporated by reference in its entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all requirements set out in **RFP-018-042**.

**4. FURTHER OBLIGATIONS OF THE CONTRACTOR.** During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

**5. LICENSING.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

**6. TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, as the case may be, which are specifically referred to an incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

**7. NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

**8. INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**9. INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

**10. SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**11. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER**. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. **PARTIAL INVALIDITY**. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. **NOTICES**. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **COMPLIANCE WITH APPLICABLE LAW**. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. **INDEPENDENT CONTRACTOR STATUS**. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. **BINDING EFFECT**. This Contract shall be binding on the undersigned, and their successors and assigns.

18. **GOVERNING LAW, JURISDICTION AND VENUE**. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS**. The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST**. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-018-042** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-018-042**, this Contract shall prevail. Should there occur a conflict between this Contract or **RFP-018-042**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 3<sup>rd</sup> day of **October, 2018.**

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**T&M ASSOCIATES**

\_\_\_\_\_  
**By: EDWIN J. STECK, P.E., CME  
Title: Vice President**

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-08073

**NO.**

ORDER DATE: 09/20/18  
REQUISITION NO: R8-08547  
DELIVERY DATE:  
STATE CONTRACT: RFP-18-042  
ACCOUNT NUM:

Pg 1

**S  
H  
I  
P  
T  
O**

GLOUC. CO ENGINEERING DEPT.  
1200 N. DELSEA DR. BLDG A  
CLAYTON, NJ 08312  
856-307-6600

VENDOR #: TMASS010

**V  
E  
N  
D  
O  
R**

T&M ASSOCIATES  
200 CENTURY PARKWAY, SUITE B  
MT. LAUREL, NJ 08054

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	<p>18-15 PROFESSIONAL SERVICES ENGINEERING DESIGN SERVICES FOR THE CONSTRUCTION OF ROWAN/ELLIS MILL ROAD/ROUTE 322 CONNECTOR ROAD, CR641 SPUR IN HARRISON TWP AND GLASSBORO</p> <p>RFP-18-042</p> <p>ENGINEERING PROJECT #: 18-15</p> <p>PASSED BY RESOLUTION: OCTOBER 3, 2018</p> <p>** TO BE TAKEN IN PARTIALS **</p>	<p>C-04-17-019-315-19211 Other Engineering</p>	287,456.0000	287,456.00
			TOTAL	287,456.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO  
*[Signature]*  
PURCHASING DIRECTOR

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT



YOUR GOALS. OUR MISSION.

GLOU-17023

September 12, 2018

Peter Mercanti  
Director, Purchasing Department  
Gloucester County  
Two South Broad Street  
Woodbury, NJ 08096

RE: ENGINEERING DESIGN SERVICES FOR THE CONSTRUCTION OF ROWAN/ELLIS MILL ROAD/ROUTE US 322  
CONNECTOR ROAD, CR 641 SPUR IN THE TOWNSHIP OF HARRISON AND BOROUGH OF GLASSBORO  
RFP #18-042

Dear Mr. Mercanti:

T&M Associates (T&M) is very excited for the opportunity to provide engineering services for the design of the Rowan/Ellis Mill Road/ Route 322 Connector Road, CR 641 spur. For more than five decades, we have provided similar services to counties and agencies across the region. The experience we have garnered over the years will help ensure that this design is developed on time, within budget and in accordance with the guidelines and requirements of the Gloucester County Engineering department and the NJDOT. We believe we are uniquely positioned to maximize the design effort based on our working relationships with both Inspira and Rowan University on land development work at the northern terminus of the design area.

T&M is well positioned to prepare these roadway engineering plans for Gloucester County. We prepared the Mullica Hill bypass plans years ago and more recently we completed the South Broadway Avenue relocation plan in Camden City. Our traffic consultant is equally versed in the local issues having completed the traffic engineering studies for the Inspira project. Few of our competitors can match this level of experience.

Our team will be led by our proposed Project Manager, Paul Cinko, PE, who brings over 31 years of transportation experience to the project. He will be supported by a strong team of professional planners who are readily available to work on this design.

We thank you for the opportunity to submit our proposal and look forward to working with Gloucester County on this important project. Please do not hesitate to contact me if you have any questions or need any additional information. I can be reached in our Mount Laurel office at 856.722.6700 or via email at [ESteck@tandmassociates.com](mailto:ESteck@tandmassociates.com).

Very truly yours,

Edwin J. Steck, PE, CME  
Senior Vice President





**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2019 CHEVROLET CARGO VAN FROM MALL CHEVROLET, INC. THROUGH STATE CONTRACT FOR \$22,015.00**

**WHEREAS**, the County of Gloucester has a need to purchase one (1) 2019 Chevrolet Express 2500 Cargo Van, with UOH radio, VLW bulkhead divider w/door, and Z82 Trailing equipment for the Division of Fleet Management; 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 of Gloucester can purchase said vehicle through State Contract #A88213 from Mall Chevrolet, Inc., 75 Haddonfield Road, Cherry Hill, NJ 08002 for \$22,015.00; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of \$17,999.00 pursuant to CAF #18-07772 to be charged against budget line item 8-01-26-315-001-20672.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) 2019 Chevrolet Express 2500 Cargo Van from Mall Chevrolet, Inc. for \$22,015.00 through State Contract #A88213 is hereby authorized; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-07772

**NO.**

ORDER DATE: 09/10/18  
REQUISITION NO: R8-08097  
DELIVERY DATE:  
STATE CONTRACT: A88213  
ACCOUNT NUM:

Pg 1

**SHIP TO**

GLOUC.CO.FLEET MANAGEMENT  
1200 N.DELSEA DRIVE  
CLAYTON, NJ 08312  
PHONE 856-307-6440

VENDOR #: MALLC010

**VENDOR**

MALL CHEVROLET, INC.  
75 HADDONFIELD ROAD  
CHERRY HILL, NJ 08002

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	2019 CHEVROLET EXPRESS 2500 CARGO VAN, CLASS 2, AS SPECIFIED IN THE RFP (SECTION 4, T-2103) MANUFACTURER'S BODY CODE: CG23405 W/ 1WT PACKAGE. LV1 (4.3L V6 ENGINE), M5U (8 SPEED AUTOMATIC TRANSMISSION) COLOR: SUMMIT WHITE.	8-01-26-315-001-20672 Pick-Up Trucks	21,010.0000	21,010.00
1.00	UOH RADIO	8-01-26-315-001-20672 Pick-Up Trucks	100.0000	100.00
1.00	VLW BULKHEAD DIVIDER W/ DOOR	8-01-26-315-001-20672 Pick-Up Trucks	625.0000	625.00
1.00	Z82 TRAILERING EQUIPMENT	8-01-26-315-001-20672 Pick-Up Trucks	280.0000	280.00
	PASSED BY RESOLUTION : OCTOBER 3, 2018		TOTAL	22,015.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

DATE

TAX ID NO. OR SOCIAL SECURITY NO.

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD

DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

*Tracy L. Gindoff*  
TREASURER / CFO  
*[Signature]*  
PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2018  
DODGE JOURNEY FROM HERTRICH FLEET SERVICES, INC.  
THROUGH STATE CONTRACT FOR \$17,999.99**

**WHEREAS**, the County of Gloucester has a need to purchase one (1) 2018 Dodge Journey SE, FWD, manufacturer's body code JCDH49 with 22F package for the Division of Fleet Management; 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 of Gloucester can purchase said vehicles through State Contract #A86922 from Hertrich Fleet Services, Inc. of 1427 Bay Road, Milford, DE, 19963 for \$17,999.99; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of \$17,999.00 pursuant to CAF #18-07882 to be charged against budget line item 8-01-26-315-001-20672.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) 2018 Dodge Journey SE from Hertrich Fleet Services, Inc. for \$17,999.99 through State Contract #A86922 is hereby authorized; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 18-07882

ORDER DATE: 09/12/18  
 REQUISITION NO: R8-08225  
 DELIVERY DATE:  
 STATE CONTRACT: A86922  
 ACCOUNT NUM:

Pg

**S  
H  
I  
P  
T  
O**

GLOUC. CO. FLEET MANAGEMENT  
 1200 N. DELSEA DRIVE  
 CLAYTON, NJ 08312  
 PHONE 856-307-6440

**V  
E  
N  
D  
O  
R**

HERTRICH FLEET SERV INC.  
 1427 BAY ROAD  
 MICHAEL WRIGHT  
 MILFORD, DE 19963

VENDOR #: HERTR018

QTY/UNIT	SALES TAX ID # 21-608669	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00		PURCHASE OF 2018 DODGE JOURNEY SE FWD. MANUFACTURER'S BODY CODE:JCDH49 WITH 22F PACKAGE (INCLUDES AIR CONDITIONING AND ANTI-LOCK BRAKE SYSTEM)  COLOR: WHITE  PASSED BY RESOLUTION: OCTOBER 3,2018	8-01-26-315-001-20672 Pick-Up Trucks	17,999.0000	17,999.00
				TOTAL	17,999.00

<b>CLAIMANT'S CERTIFICATION &amp; DECLARATION</b>		<b>RECEIVER'S CERTIFICATION</b>	<b>APPROVAL TO PURCHASE</b>
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<p><b>DO NOT ACCEPT THIS ORDER                  UNLESS IT IS SIGNED BELOW</b></p> <p><i>Joseph H. Gundersen</i>                  TREASURER / CFO</p> <p><i>[Signature]</i>                  PURCHASING DIRECTOR</p>
X VENDOR SIGN HERE	DATE	DEPARTMENT HEAD	
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	<b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b>	

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE)  
WITH KANE COMMUNICATIONS**

**WHEREAS**, the County of Gloucester (hereinafter "County") received public bids on February 28, 2018 for traffic signalization of Center Square Road (C.R. 620) and Commerce Boulevard and Sharptown Road in Logan Township, known as Engineering Project #18-01 (hereinafter the "Project"); and

**WHEREAS**, by Resolution adopted on March 21, 2018 a contract for the Project was awarded to Kane Communications of 572 Whitehead Road, Suite 201, Trenton, NJ 08619-4804 for \$234,923.00; and

**WHEREAS**, the County Engineer has recommended Change Order #01 Final to decrease the contract for the Project by \$15,149.09, which is necessary due to adjustments in the contract quantities to meet the actual constructed field quantities, resulting in a new total contract amount of \$219,773.91.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01-Final to decrease the contract with Kane Communications by \$15,149.09, resulting in a new total contract amount of \$219,773.91 for the Project is hereby approved; and, that the Director of the Board and the County Engineer are authorized and directed to execute, and the Clerk of the Board to attest to said Change Order and any other documents necessary and proper to carry out the objectives of this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

C-6

Project: 18-01

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

1. Name & Address of Vendor: Kane Communications  
572 Whitehead Rd. Ste. 201  
Trenton, NJ 08619  
P. 609-586-8800 F. 609-586-8555

2. Description of Project or Contract: 18-01 Traffic Signalization of Center Square Road, County Route 620 with Commerce Blvd and Sharptown Road

3. Date of Original Contract: March 28, 2018

4. P.O. Number: 18-01888

5. Amount of Original Contract: \$234,923.00

6. Amount of Previously Authorized Change Order:

7. Amount of this Change Order No. 1 - Final: -\$15,149.09

8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$219,773.91

9. Need or Purpose of this Change Order: The reductions, extras and supplemental items are adjustments in the contract quantities to meet the actual constructed field quantities.

This change order requested by [Signature] on 9-17-18  
(Department Head) (Date)

Accepted by [Signature] on 9-6-18  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Laurie J. Burns  
Clerk of the Board

By: \_\_\_\_\_  
Robert M. Damminger, Director

**To All Vendors:**  
*This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.*

Form SA-1

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID PROJECT  
CHANGE ORDER NUMBER 1 & FINAL  
STATE AID PROJECT**

<b>PROJECT</b>	18-01 Traffic Signalization of Center Square Road, County Route 620 with Commerce Blvd and Sharptown Road
<b>MUNICIPALITY</b>	Logan
<b>COUNTY</b>	Gloucester
<b>CONTRACTOR</b>	Kane Communications

In accordance with the project Supplementary Specification the following are changes in the contract. The reductions, extras and supplemental items are adjustments in the contract quantities to meet the actual constructed field quantities.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
<b>REDUCTIONS</b>				
3	9" x 18" Concrete Vertical Curb	13.50	\$24.20	\$326.70
4	Concrete Sidewalk, 4" Thick	24.78	\$50.50	\$1,251.39
5	Detectable Warning Surface	4.66	\$600.00	\$2,796.00
8	Traffic Markings, Long Life, Symbols Thermoplastic	28	\$6.30	\$176.40
10	Regulatory Warning and Guide Signs	11.25	\$50.00	\$562.50
12	Removal of Traffic Stripes and Markings	416	\$2.10	\$873.60
17	Foundation, Type SFK	1	\$1,800.00	\$1,800.00
18	Foundation, Type SFT	1	\$1,250.00	\$1,250.00
21	Traffic Signal Standard, Aluminum	1	\$1,550.00	\$1,550.00
23	Traffic Signal Assemblies, Type MK	1	\$2,060.00	\$2,060.00
24	Traffic Signal Assemblies, Type M	1	\$1,000.00	\$1,000.00
27	18" x 36" Junction Box	1	\$2,100.00	\$2,100.00
30	2 1/2" Rigid Metallic Conduit	5	\$26.00	\$130.00
32	Traffic Signal Cable, 10 Conductor	360	\$2.00	\$720.00
33	Traffic Signal Cable, 5 Conductor	304	\$2.35	\$714.40
34	Service Wire, No.: 6	30	\$3.00	\$90.00
39	Breakaway Barricade	12	\$50.00	\$600.00
42	Construction Signs	210	\$7.75	\$1,627.50
44	Traffic Control Truck with Mounted Crash Cushion	1	\$500.00	\$500.00
45	Portable Variable Message Sign	1	\$500.00	\$500.00
46	Police Traffic Directors	73.50	\$60.00	\$4,410.00

Total Reductions **\$25,038.49**

<b>EXTRAS</b>				
7	Traffic Stripes, Long-Life, Epoxy Resin 4"	190	\$1.60	\$304.00
9	Traffic Markings, Long Life, Lines Thermoplastic	1674	\$1.10	\$1,841.40
31	3" Rigid Metallic Conduit	57	\$42.00	\$2,394.00

Total Extras **\$4,539.40**

<b>Supplemental</b>				
S1	Modified SFK Foundation	1	\$2,575.00	\$2,575.00
S2	30' K Pole Mast Arm	1	\$2,775.00	\$2,775.00

Total Supplemental **\$5,350.00**

Amount of Original Contract	\$234,923.00	Extras	\$4,539.40
Amount of Original Contract + Change Order No. 1	\$219,773.91	Supplemental	\$5,350.00
		Reduction	\$25,038.49
		<b>Total Change</b>	<b>-\$15,149.09</b>

% Change in Contract **-6.4485% Decrease**

*Vincent M. Voltaggio* 9-17-18  
 Vincent M. Voltaggio, P.E. Date  
 Gloucester County Engineer

Approved: \_\_\_\_\_  
 (District Engineer) Date  
 (Local Highway Design)

*Robert M. Damming* 8-6-18  
 Robert M. Damming Date  
 Freeholder Director  
 (Contractor) Date

E-1

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY ROGER E. ENNIS AND KARIN M. ENNIS FOR \$104,139.00**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS**, **Roger E. Ennis and Karin M. Ennis**, having presented themselves as the owners of the land and premises located in the **Borough of Newfield** (hereinafter "Newfield"), and known as **Block 700, Lot 5**, on the Official Tax Map of the **Borough of Newfield** (hereinafter collectively the "Property"), which consists of approximately **16.53 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **Roger E. Ennis and Karin M. Ennis**, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$104,139.00** which is the total purchase price for same; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of **\$104,139.00**, pursuant to CAF# 18-08121, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Roger E. Ennis and Karin M. Ennis**, in the **Borough of Newfield**, County of Gloucester, State of New Jersey for **\$104,139.00**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Roger E. Ennis and Karin M. Ennis**, in regard to the County's purchase of development easements in the farm premises known as **Block 700, Lot 5**, in the **Borough of Newfield**, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

---

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

---

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

6

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

ROGER E. ENNIS AND KARIN M. ENNIS

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

**TABLE OF CONTENTS**

1.0. Definitions .....

2.0. Buyer's and Seller's Commitments .....

2.1. Form of Deed .....

2.2. Documents Required for Sale from Seller ...

2.2.1. Buyer's Documents Required for Sale.....

2.3. Seller's Conditional .....

2.4. Like Kind Exchange .....

2.5. Like Kind Exchange Election .....

2.6. Seller's Costs to Perform.....

2.7. Notice of County Disclaimer of  
Responsibility and Liability.....

2.7.1. No Assurances as to Tax Consequences .....

2.7.2. No Reliance on Buyer .....

2.8. Seller's Title and Right of Access.....

2.8.1. Subordination of Claims .....

2.9. Seller's Covenants as to Use.....

2.10. Seller's Actions Prior to Closing .....

2.11. Seller's Commitment to Cooperate .....

2.12. Assignment of Right of Offer to Sell .....

2.13. Hazardous Substances on the Property .....

2.13.1. Industrial Site Recovery Act/Environmental  
Cleanup Responsibility Act .....

2.14. Septic system Use .....

2.15. Condemnation Proceedings .....

2.16. Exclusive Agreement.....

2.17. No Litigation or Violations Pending .....

3.0. Compensation to Seller.....

3.1. Computation of Purchase Price.....

3.2. Payment of Purchase Price.....

3.3. Easement Effective at Closing .....

4.0. Title Insurance .....

4.1. Evidence of Seller's Title .....

4.2. Actions Necessary to Prove Seller's  
Title .....

4.3. Extension of Commitment Period .....

4.4. Encumbrances on Title/Property's Size.....

4.5. Seller's Performance Required  
Notwithstanding Title Dispute .....

5.0. Survey of Property .....

6.0. Inspections of the Property .....

7.0. Risk of Loss .....

7.1. Conditions of the Property.....

8.0. Indemnification of Buyer for Hazardous  
Condition of the Property.....

---

8.1.	Indemnification of Buyer for Use of the Property .....
8.2.	Indemnification of Seller.....
9.0.	Reduction of Property's Value .....
10.0.	Use of Property After Sale .....
10.1.	No Relief from Restrictions .....
11.	Default by Seller .....
12.	Buyer's Rights on Seller's Default.....
13.	Enforcement of Agreement and Easement.....
14.	Assignment of Agreement/Transfer of Property .....
15.	Review of Agreement by Seller's Attorney .....
16.	Complete Agreement .....
17.	Location of Closing.....
18.	Time for Closing.....
18.1.	Delay in Closing by Seller.....
19.	No Collusion .....
20.	Notices.....
21.	Survivability of Covenants .....
22.	Waiver of Breach.....
23.	Governing Law.....
24.	Persons Bound.....
25.	Seller Entity.....
26.	Counterparts .....
27.	Captions .....
28.	Number and Gender .....



**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE,** in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

**1.0. Definitions.**

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

---

**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.**

In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

---

commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
-

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

---

**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

---

provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

---

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

---

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

**15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

**16. COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

**17. LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

**18.1. DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

**19. NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

---

**26. COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**27. CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

**28. NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

**SELLER:**

**BUYER:**

**COUNTY OF GLOUCESTER**

BY: \_\_\_\_\_  
ROGER E. ENNIS

BY: \_\_\_\_\_  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

\_\_\_\_\_  
Social Security Number

BY: \_\_\_\_\_  
KARIN M. ENNIS

\_\_\_\_\_  
Social Security Number



**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

**ATTACHMENT C - FUEL TANK DISCLOSURE**

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

**Use additional sheet(s) if more than three tanks are on the Property.**

All property owners must sign:

BY: \_\_\_\_\_  
ROGER E. ENNIS

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
KARIN M. ENNIS

DATE: \_\_\_\_\_

---

# Molinari & Associates, P.C.

Harrison Professional Building  
14 Harrison Street, Suite 202  
Woodbury, NJ 08096

Phone: (856) 853-7622  
Fax: (856) 853-7627  
www.Molinari.us

April 6, 2018

The County of Gloucester  
Office of Land Preservation  
Ken Atkinson, Director  
1200 N. Delsea Drive, Building "A"  
Clayton, NJ 08312

Re: Appraisal of the Roger & Karin Ennis Farm  
307 Madison Avenue  
Block 700 Lot 5  
Newfield Borough  
Gloucester County, New Jersey

Dear Mr. Atkinson:

In accordance with your request, for an appraisal of the above referenced property, I respectfully submit the attached appraisal report. Based on our analysis, along with the assumptions and limiting conditions contained herein, it is our opinion that the market value of the Ennis Farm, land only as described herein, as of April 2, 2018, is as follows:

	<u>Per Acre</u>	<u>Total</u>
Before Easement	\$10,800	\$189,000
After Easement	\$ 4,700	\$ 82,250
Development Easement	\$ 6,100	\$106,750

The value reported above and herein reflects 17.5 acres of land only, as instructed by the SADC Appraisal Order Checklist. I thank you for the opportunity to provide this service to you. If you have any questions or requests, please do not hesitate to contact me.

Sincerely,

  
Edward T. Molinari

attachment

**CERTIFICATION**

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

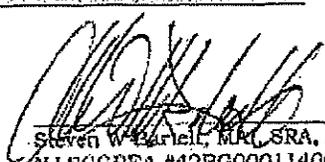
The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 18 +/- Net Acres
Before Easement	\$10,000	\$180,000
After Easement	\$3,500	\$63,000
Value of Development Easement	\$6,500	\$117,000

  
Steven W. Bartelt, MAI, SRA, AI-GRS  
NJ SCGRE #42RG00011400

26 March 2018

LEGEND OF ACQUISITION

OWNER:	ROGER E. & KARIN 307 MADISON AVENUE NEWFIELD, NJ 083
OWNER, PA:	ROGER ENNIS PROPRIETOR JOB NO. 18130
	BOROUGH OF NEWFIELD 700 5
	100 % 16.59 ACRES
EXCEPTIONS:	0.00 ACRES
ROAD:	0.06 ACRES
UNDER WATER:	0.0 ACRES
	GLoucester COUNTY
ACRES ACQUIRING:	<del>16.59 ACRES</del>
NET AREA TO BE OBTAINED:	<u>16.53 ACRES</u>
AREA IN ROAD:	0.03 ACRES
AREA IN NJ CLAIM:	0.00 ACRES
AREA OF OVERLAP:	0.00 ACRES
AREA UNDER WATER:	0.0 ACRES±
AREA OF CLOUDED TITLE:	0.00 ACRES
AREA OF EASEMENT:	0.00 ACRES
AREA OF UNDEVELOPED AREA:	13.4 ACRES±
AREA OF UNDEVELOPED AREA:	1.8 ACRES±
AREA OF UNDEVELOPED AREA:	1.3 ACRES±
AREA OF UNDEVELOPED AREA:	0.00 ACRES

Final surveyed  
acres  
Ennis

EASEMENT FOR  
STOPPAGE



**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-08121

**NO.**

ORDER DATE: 09/21/18  
REQUISITION NO: R8-08516  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

Pg 1

**SHIP TO**

GLOUC. CO LAND PRESERVATION  
1200 N. DELSEA DR.  
CLAYTON, NJ 08312  
856-307-6451

VENDOR #: WESTJ010

**VENDOR**

WEST JERSEY TITLE AGENCY  
OF SALEM COUNTY, INC  
15 SOUTH MAIN STREET  
WOODSTOWN, NJ 08098

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	This is a CAF Resolution authorizing the acquisition of a Development Right Easement and signing of an Agreement of Sale and other documents necessary for the closing on the farm property of Roger E. Ennis and Karin M. Ennis in the Borough of Newfield, Block 700, Lot 5 consisting of 16.53 acres valued at \$6,300.00 per acre for a total price of \$104,139.00 for Farmland Preservation.	T-03-08-509-372-20548 Farmland Preservation	104,139.0000	104,139.00
			TOTAL	104,139.00

<p><b>CLAIMANT'S CERTIFICATION &amp; DECLARATION</b></p> <p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></p>	<p><b>RECEIVER'S CERTIFICATION</b></p> <p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p><b>APPROVAL TO PURCHASE</b></p> <p><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p><i>[Signature]</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>
---	--	---

**VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT**

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS  
EASEMENT FOR FARM PROPERTY OWNED BY MELISSA LESHAY GILMORE,  
JONATHON GILMORE, SAMUEL P. LESHAY AND CAROLE V. LESHAY, FOR  
\$166,720.00**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS, Melissa Leshay Gilmore, Jonathon Gilmore, Samuel P. Leshay and Carole V. Leshay**, having presented themselves as the owners of the land and premises located in the **Borough of Newfield** (hereinafter "Newfield"), and known as **Block 700, Lot 15.01, 16 and 17**, on the Official Tax Map of the **Borough of Newfield** (hereinafter collectively the "Property"), which consists of approximately **26.05 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS, Melissa Leshay Gilmore, Jonathon Gilmore, Samuel P. Leshay and Carole V. Leshay**, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$166,720.00** which is the total purchase price for same; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of **\$166,720.00**, pursuant to CAF# 18-08122, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Melissa Leshay Gilmore, Jonathon Gilmore, Samuel P. Leshay and Carole V. Leshay**, in the **Borough of Newfield**, County of Gloucester, State of New Jersey for **\$166,720.00**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Melissa Leshay Gilmore, Jonathon Gilmore, Samuel P. Leshay and Carole V. Leshay**, in regard to the County's purchase of development easements in the farm premises known as **Block 700, Lot 15.01, 16 and 17**, in the **Borough of Newfield**, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

MELISSA LESHAY GILMORE AND JONATHON GILMORE, husband and wife,  
and SAMUEL P. LESHAY AND CAROLE V. LESHAY, husband and wife

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

TABLE OF CONTENTS

1.0.	Definitions .....
2.0.	Buyer's and Seller's Commitments .....
2.1.	Form of Deed .....
2.2.	Documents Required for Sale from Seller ...
2.2.1.	Buyer's Documents Required for Sale.....
2.3.	Seller's Conditional .....
2.4.	Like Kind Exchange .....
2.5.	Like Kind Exchange Election .....
2.6.	Seller's Costs to Perform.....
2.7.	Notice of County Disclaimer of Responsibility and Liability.....
2.7.1.	No Assurances as to Tax Consequences .....
2.7.2.	No Reliance on Buyer .....
2.8.	Seller's Title and Right of Access.....
2.8.1.	Subordination of Claims .....
2.9.	Seller's Covenants as to Use.....
2.10.	Seller's Actions Prior to Closing .....
2.11.	Seller's Commitment to Cooperate .....
2.12.	Assignment of Right of Offer to Sell .....
2.13.	Hazardous Substances on the Property .....
2.13.1.	Industrial Site Recovery Act/Environmental Cleanup Responsibility Act .....
2.14.	Septic system Use .....
2.15.	Condemnation Proceedings .....
2.16.	Exclusive Agreement.....
2.17.	No Litigation or Violations Pending .....
3.0.	Compensation to Seller.....
3.1.	Computation of Purchase Price.....
3.2.	Payment of Purchase Price.....
3.3.	Easement Effective at Closing .....
4.0.	Title Insurance .....
4.1.	Evidence of Seller's Title .....
4.2.	Actions Necessary to Prove Seller's Title .....
4.3.	Extension of Commitment Period .....
4.4.	Encumbrances on Title/Property's Size.....
4.5.	Seller's Performance Required Notwithstanding Title Dispute .....
5.0.	Survey of Property .....
6.0.	Inspections of the Property .....
7.0.	Risk of Loss .....
7.1	Conditions of the Property.....
8.0.	Indemnification of Buyer for Hazardous Condition of the Property.....

8.1.	Indemnification of Buyer for Use of the Property .....
8.2.	Indemnification of Seller.....
9.0.	Reduction of Property's Value .....
10.0.	Use of Property After Sale .....
10.1.	No Relief from Restrictions .....
11.	Default by Seller .....
12.	Buyer's Rights on Seller's Default.....
13.	Enforcement of Agreement and Easement.....
14.	Assignment of Agreement/Transfer of Property .....
15.	Review of Agreement by Seller's Attorney .....
16.	Complete Agreement .....
17.	Location of Closing.....
18.	Time for Closing.....
18.1.	Delay in Closing by Seller.....
19.	No Collusion .....
20.	Notices.....
21.	Survivability of Covenants .....
22.	Waiver of Breach.....
23.	Governing Law.....
24.	Persons Bound.....
25.	Seller Entity.....
26.	Counterparts .....
27.	Captions .....
28.	Number and Gender .....

---



**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE**, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

**1.0. Definitions.**

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

---

accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.** In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisers -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
-

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

---

**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

---

provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

---

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

---

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

---

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

**15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

**16. COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

**17. LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

**18.1. DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

**19. NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

---

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

---

**26. COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**27. CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

**28. NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

**SELLER:**

**BUYER:**

**COUNTY OF GLOUCESTER**

BY: \_\_\_\_\_  
MELISSA LESHAY GILMORE

BY: \_\_\_\_\_  
ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR

\_\_\_\_\_  
Social Security Number

BY: \_\_\_\_\_  
JONATHON GILMORE

\_\_\_\_\_  
Social Security Number

BY: \_\_\_\_\_  
SAMUEL P. LESHAY

\_\_\_\_\_  
Social Security Number

BY: \_\_\_\_\_  
CAROLE V. LESHAY

\_\_\_\_\_  
Social Security Number



**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

**ATTACHMENT C - FUEL TANK DISCLOSURE**

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

**Use additional sheet(s) if more than three tanks are on the Property.**

---

All property owners must sign:

BY: \_\_\_\_\_  
MELISSA LESHAY GILMORE

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
JONATHON GILMORE

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
SAMUEL P. LESHAY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
CAROLE V. LESHAY

DATE: \_\_\_\_\_

# Molinari & Associates, P.C.

Harrison Professional Building  
14 Harrison Street, Suite 202  
Woodbury, NJ 08096

Phone: (856) 853-7622  
Fax: (856) 853-7627  
www.Molinari.us

May 12, 2018

The County of Gloucester  
Office of Land Preservation  
Ken Atkinson, Director  
1200 N. Delsea Drive, Building "A"  
Clayton, NJ 08312

Re: Appraisal of the Leshay/Gilmore Farm  
314 & 328 Catawba Avenue  
Block 700 Lots 15.01, 16, 17  
Newfield Borough  
Gloucester County, New Jersey

Dear Mr. Atkinson:

In accordance with your request, for an appraisal of the above referenced property, I respectfully submit the attached appraisal report. Based on our analysis, along with the assumptions and limiting conditions contained herein, it is our opinion that the market value of the Ennis Farm, land only as described herein, as of May 5, 2018, is as follows:

	<u>Per Acre</u>	<u>Total</u>
Before Easement	\$11,000	\$286,000
After Easement	\$ 5,000	\$130,000
Development Easement	\$ 6,000	\$156,000

The value reported above and herein reflects 26 net acres of land only, as instructed by the SADC Appraisal Order Checklist. I thank you for the opportunity to provide this service to you. If you have any questions or requests, please do not hesitate to contact me.

Sincerely,

  
Edward T. Molinari

attachment

File #18177

**CERTIFICATION**

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 26+/- Net Acres
Before Easement	\$11,000	\$286,000
After Easement	\$4,200	\$109,200
Value of Development Easement	\$6,800	\$176,800

  
Steven W. Bartelt, MAI, SRA, AI-GRS  
NJ SCGRE #42RG00011400

4 May 2018

LOT 17  
N/F SAMUEL P & CAROLE V LESHAY  
DEED BOOK 1532, PAGE 45

1320.00'

5" W

LOT 17

ACRES ACQUIRING:  
EASEMENT AREA: 10.03 ACRES  
AREA IN ROAD: 8.30 ACRES  
C-1 EXCEPTION AREA: 0.19 ACRES  
C-2 EXCEPTION AREA: 1.00 ACRES  
0.54 ACRES

LOT 16

ACRES ACQUIRING:  
EASEMENT AREA: 8.86 ACRES  
AREA IN ROAD: 8.86 ACRES  
EXCEPTION AREA: 0.00 ACRES  
0.00 ACRES

LOT 16  
N/F MELISSA LESHAY GILMORE  
& JONATHAN GILMORE  
DEED BOOK 5364, PAGE 59

LOT 15.01, 16 & 17

ACRES ACQUIRING:  
EASEMENT AREA: 27.81 ACRES  
AREA IN ROAD: 26.05 ACRES  
C-1 EXCEPTION AREA: 1.00 ACRES  
C-2 EXCEPTION AREA: 0.54 ACRES

APPROX. LOCATION OF 10' WIDE  
SOUTH JERSEY GAS COMPANY  
EASEMENT  
PER EXHIBIT "A"  
DEED BOOK 5133, PAGE 82

LOT 15.01  
N/F MELISSA LESHAY GILMORE  
& JONATHAN GILMORE  
DEED BOOK 5084, PAGE 295

LOT 15.01

ACRES ACQUIRING:  
EASEMENT AREA: 8.92 ACRES  
AREA IN ROAD: 8.89 ACRES  
EXCEPTION AREA: 0.03 ACRES  
0.00 ACRES

1,142.00'

15706.05" W

Final  
Surveyed  
acres

Leshay - Gilmore

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-08122

**NO.**

ORDER DATE: 09/21/18  
REQUISITION NO: R8-08520  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

Pg 1

**S  
H  
I  
P  
T  
O**

GLOUC. CO LAND PRESERVATION  
1200 N. DELSEA DR.  
CLAYTON, NJ 08312  
856-307-6451

VENDOR #: WESTJ010

**V  
E  
N  
D  
O  
R**

WEST JERSEY TITLE AGENCY  
OF SALEM COUNTY, INC  
15 SOUTH MAIN STREET  
WOODSTOWN, NJ 08098

~~SALES TAX ID # 21-0000660~~

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	This is a CAF Resolution authorizing the acquisition of a Development Right Easement and signing of an Agreement of Sale and other documents necessary for the closing on the farm property of Melissa Leshay Gilmore, Jonathon Gilmore, Samuel P. Leshay and Carole V. Leshay, in the Borough of Newfield, Block 700, Lots 15.01, 16 and 17 consisting of 26.05 acres valued at \$6,400 per acre for a total value of \$166,720.00	T-03-08-509-372-20548 Farmland Preservation	166,720.0000	166,720.00
			TOTAL	166,720.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

*Michael B. ...*

TREASURER / CFO

*[Signature]*

PURCHASING DIRECTOR

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE  
RELATED MAINTENANCE SERVICES FROM SOFTWARE HOUSE  
INTERNATIONAL CORP. THROUGH STATE CONTRACT FOR \$59,750.00  
EFFECTIVE JANUARY 1, 2018 TO DECEMBER 31, 2018**

**WHEREAS**, the County of Gloucester has a need to purchase specific law enforcement computer software related maintenance services for use by the County Prosecutor's Office; and

**WHEREAS**, it has been determined that the County can purchase said software related maintenance and support services from Software House International Corp. of 290 Davidson Avenue, Somerset, NJ 08873, for \$59,750.00 through State Contract #ITS58/Subcontract #89851 without the need for public bidding as per N.J.S.A. 40A:11-12; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of \$59,750.00 pursuant to CAF #18-07985 to be charged against budget line item 8-01-25-275-001-20370.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of computer software related maintenance and support services is hereby authorized from Software House International Corp. for \$59,750.00 through State Contract #ITS58/Subcontract #89851, effective January 1, 2018 to December 31, 2018.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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



F-1

Pricing Proposal  
Quotation #: 14570635  
Created On: 12/12/2017  
Valid Until: 1/31/2018

**GLOUCESTER COUNTY**

**Inside Sales Account  
Manager**

**Patti Reid**  
PO BOX 623  
70 HUNTER ST. , 3RD FLOOR  
West Deptford, NJ 08096  
United States  
Phone: 8568533412  
Fax:  
Email: preid@co.gloucester.nj.us;alombardi@co.gloucester.nj.us

**Nirav Patel**  
290 Davidson Avenue  
Somerset, NJ 08873  
United States  
Phone: 888-744-4084  
Fax: 888-896-8860  
Email: Nirav\_Patel@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
<b>1 SOFTWARE MAINTENANCE</b> Computer Square, Inc. - Part#: NPN-COMSQ-SOFMA-1 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2018 – 12/31/2018 Note: SHI Cost: \$49,019.61 Markup: 2% - Tier 1	1	\$50,000.00	\$50,000.00
<b>2 DISCOVERY COMPONENT</b> Computer Square, Inc. - Part#: npn-csi-disco-1 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2018 – 12/31/2018 Note: SHI Cost: \$4,411.77 Markup: 2% - Tier 1	1	\$4,500.00	\$4,500.00
<b>3 INTERNAL AFFAIRS MODULE</b> Computer Square, Inc. - Part#: npn-csi-inter-m Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2018 – 12/31/2018 Note: SHI Cost: \$5,147.06 Markup: 2% - Tier 1	1	\$5,250.00	\$5,250.00
<b>Total</b>			<b>\$59,750.00</b>

**Additional Comments**

NJ Software State Contract 89851  
INFOSHARE CASE & DOCUMENT SYSTEM  
\* INFOSHARE SELECT BASE SYSTEM  
\* CRIME SCENE MODULE  
\* INVESTIGATION MODULE  
\* SCREENING, GRAND JURY AND TRIAL

- \* INDICTMENT ACCUSATION TEMPLATES
- \* INTELLIGENCE MODULE
- \* AOC-INFOSHARE INTERFACE FEATURE
- \* EVIDENCE MODULE
- \* FORFEITURE MODULE

MAINTENANCE SERVICES INCLUDE:

- \* Unlimited telephone consultation on application administration/operations
- \* Direct dial-in/VPN connection for error correction & problem resolution
- \* Any application failure to be addressed immediately. Problem analysis within 8 hours; resolutions deployed at same time or set scheduled date
- \* Application updates to current version modules
- \* Periodic on-site visits for administrator consultations

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company. SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: [NJGOV@shi.com](mailto:NJGOV@shi.com)

---

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

18-07985

**NO.**

ORDER DATE: 09/18/18  
REQUISITION NO: R8-08090  
DELIVERY DATE:  
STATE CONTRACT: ITS58 - A89851  
ACCOUNT NUM:

Pg 1

**S  
H  
I  
P  
T  
O**

GLOUC. CO PROSECUTORS OFFICE  
PO BOX 623, 70 HUNTER ST.  
WOODBURY, NJ 08096 (3RD FLOOR)  
856-384-5500/JUSTICE COMPLEX

VENDOR #: SOFTW003

**V  
E  
N  
D  
O  
R**

SOFTWARE HOUSE INTERNATIONAL  
290 DAVIDSON AVENUE  
SOMERSET, NJ 08873

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	SOFTWARE MAINTENANCE Computer Square, Inc. - Part #: NPN-COMSQ-SOFMA-1 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/18-12/31/18	8-01-25-275-001-20370 Equipment Svc Maintenance Agreements	50,000.0000	50,000.00
1.00	DISCOVERY COMPONENT Computer Square, Inc. - Part #: npr-csi-disco-1 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/18-12/31/18	8-01-25-275-001-20370 Equipment Svc Maintenance Agreements	4,500.0000	4,500.00
1.00	INTERNAL AFFAIRS MODULE Computer Square, Inc. - Part #: npr-csi-inter-m Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/18-12/31/18	8-01-25-275-001-20370 Equipment Svc Maintenance Agreements	5,250.0000	5,250.00
			TOTAL	59,750.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

*Marcy H. Gindem*  
TREASURER / CFO  
*[Signature]*  
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE RADON AWARENESS PROGRAM GRANT FOR THE REIMBURSEMENT AMOUNT OF \$2,000.00 FROM OCTOBER 1, 2018 TO JUNE 30, 2019**

**WHEREAS**, the County, through its Department of Health and Human Services, is eligible to receive grant funding from the New Jersey Department of Environmental Protection under its Radon Awareness Program (RAP); and

**WHEREAS**, the grant provides reimbursement to the County for the purchase of radon test kits for distribution to Gloucester County residents under the supervision of the Department of Health and Human Services; and

**WHEREAS**, the amount of the grant is \$2,000.00 for the grant allowance period July 1, 2018 to June 30, 2019; and

**WHEREAS**, the County's Department of Health and Human Services has reviewed all data supplied or to be supplied for grant acceptance and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained therein is true and correct.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the any and all documents necessary for acceptance of the Department of Environmental Protection's Radon Awareness Program (RAP) grant, as described herein, in the amount of \$2,000.00, from October 1, 2018 to June 30, 2019; and

**BE IT FURTHER RESOLVED**, that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required; and

**BE IT FURTHER RESOLVED**, that the Gloucester County Department of Health and Human Services shall be responsible for grant implementation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2018, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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

New Jersey Department of Environmental Protection

APPLICATION
RADON AWARENESS PROGRAM (RAP) GRANT

Return SIGNED form to: NJDEP Radon Section
Mail Code 25-01, PO Box 420, Trenton, NJ 08625 or Fax: (609) 984-5595
Phone: (800) 648-0394 www.nlrادon.org

Form with sections: Affiliation (Circle One), Official Contact Person, Organization Information, Applicant Certification. Includes fields for Name, Street, City, State, Zip, Phone, and E-mail Address.

FOR DEP USE ONLY

Approved: \_\_\_\_\_ (Print) : \_\_\_\_\_ (Signature) : \_\_\_\_\_ (Date)

# *New Jersey Department of Environmental Protection*

## **GUIDANCE DOCUMENT RADON AWARENESS PROGRAM (RAP) GRANT**

DEP Radon Section, Mail Code 25-01, PO Box 420, Trenton, NJ 08625-0420  
Phone: (800) 648-0394 [www.njradon.org](http://www.njradon.org)

The Radon Awareness Program (RAP) Grant is available to all municipalities, counties, county cancer coalitions, schools, and any non-profit agencies involved in the Department of Community Affairs low-income weatherization program. The New Jersey Department of Environmental Protection, Radon Section, will reimburse up to \$2,000 for the purchase of radon test kits. A limited number of grants are available and they are awarded on a first come, first served basis.

To participate in the RAP program, the agency, organization or school must follow these requirements:

1. Submit a RAP application to the Radon Section.
2. Begin the purchasing process after an approval letter is received from the Radon Section.
3. Obtain written or documented telephone quotes from a New Jersey certified radon measurement businesses which can be found at [www.njradon.org](http://www.njradon.org).
4. Purchase radon test kits from one of the certified businesses, ensuring that all reference numbers for the kits purchased are listed on the business' invoice.
5. Counties, municipalities, and county cancer coalitions ONLY:
  - a. Issue a press release, send an email blast, or post information on the website to announce the availability of test kits to residents.
  - b. Distribute FREE test kits.
  - c. Distribute test kits to only New Jersey residents.
  - d. Distribute test kits at your agency location and use coupons at health fairs, exhibits, presentations, etc. The resident may then use the coupon to pick up the test kit later at the agency.
  - e. Maintain name, address, telephone and email address information for all residents that receive a test kit.
  - f. Contact residents that do not return their test kit to encourage them to complete the test.
  - g. Submit to the Radon Section with the reimbursement form the percentage of kits handed out and the percentage of test kits returned for analysis.

March 2017

