

AGENDA

12:00 p.m. Thursday, December 27 2018.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular and closed meeting minutes from December 19, 2018.

PROCLAMATIONS

P-1 In recognition of Andrew Mitchell distinguished himself by earning the **“Rank of Eagle Scout”**, the highest award offered by the Boy Scouts of America. (to be presented at a later date 12/30/18) (Chila)

P-2 In of Recognition Jacob Mitchell distinguished himself by earning the **“Rank of Eagle Scout”**, the highest award offered by the Boy Scouts of America. (to be presented at a later date 12/30/18) (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 AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

This Resolution cancels remaining balances of grant appropriations and grant receivable balances which will not be spent or received. Grant balances cancelled are mostly due to the program coming in under budget. The grants being cancelled either have strict time periods in which the grants must be expended or conditions which limits what the funds can be used for causing balances to remain and ultimately cancelled.

A-2 RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS.

This Resolution is needed to cancel the balance of the amounts authorized for capital and the amount actually bonded.

A-3 RESOLUTION AUTHORIZING 2018 BUDGET TRANSFERS.

This Resolution is needed to transfer funds from department to department where needed.

A-4 RESOLUTION APPOINTING A TAX ASSESSOR FOR THE COUNTY OF GLOUCESTER.

This Resolution will authorize the appointment of A. Craig Black as County Tax Assessor for a period of five years from January 1, 2019 to December 31, 2023 pursuant to N.J.S.A. 54:1-89 and N.J.A.C. 18:17A-1.2

A-5 RESOLUTION AUTHORIZING THE APPOINTING AUTHORITY TO EXPLORE AND NEGOTIATE ALTERNATIVES FOR A REDUCTION IN ACCRUAL TIME AND RETIREMENT ALLOWANCES.

As per recent legislation, the County has an interest in addressing the issue of accrued leave time and the desire to end the practice of a sick time retirement allowances. This Resolution will authorize the negotiation of saving alternatives by the County Administrator as the Appointing Authority in an effort to reduce payout of accrual time and allowances and other related matters.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$1,314,202.00

This Resolution authorizes and approves the application and resulting agreement between the State of New Jersey and the County of Gloucester for the FY 2019 Local Bridges Funding. The NJDOT provides funds for the improvement of county jurisdiction bridges. As part of its Statewide Capital Investment Strategy, the NJDOT is focusing on preventive maintenance, rehabilitation and selective replacement of bridges. This Resolution will accept the County's allocation in the amount of \$1,314,202.00, to be used for the LBFN-2019 Gloucester County Bridge Rehabilitation Project.

C-2 RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$7,522,862.00

This Resolution authorizes and approves the application and resulting grant agreement between the State of New Jersey and the County of Gloucester regarding FY 2019 State Aid to Counties. The NJDOT annually announces the availability of grant funds to counties, which are funded through the Transportation Trust Fund. It provides 100% State funding. The Resolution will accept the County's annual allocation from the Fund, in the amount of \$7,522,862.00.

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 GERALDINE C. MANCINI FOR \$784,975.00

This Resolution authorizes the purchase of the development rights on properties in the Township of Elk, known as Block 51, Lot 5 and the Township of Franklin, known as Block 2501, Lot 2, consisting of 92.35 acres, owned by Geraldine C. Mancini, 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 January 2019. The acquisition of the said development rights is based on a value of \$8,500.00 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 \$2,500.00 for T.W. Sheehan Associates and \$3,000.00 for R.W. Frankenfield. The property is contiguous and/or in close proximity to more than 1,000-acres of previously preserved farmland. C.A.F. #18-11080 has been obtained to certify funds.

E-2 RESOLUTION AUTHORIZING CONTRACT WITH GOLF CAR SPECIALTIES, LLC AND APPLICABLE LEASE AGREEMENTS FROM JANUARY 1, 2019 TO DECEMBER 31, 2021 IN AN AMOUNT NOT TO EXCEED \$76,500.00 PER CONTRACT YEAR.

This Resolution will authorize a contract with Golf Car Specialties, LLC for golf carts and utility vehicles as per PD-018-065, and the applicable lease agreements with Yamaha Financial Services. The golf carts and utility vehicles will be used at the Pitman Golf Course and the Veterans Memorial Cemetery from January 1, 2019 to December 31, 2021, for an amount not to exceed \$76,500.00 per contract year.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A CONTRACT AND MAINTENANCE AGREEMENT WITH CSI TECHNOLOGY GROUP FROM JANUARY 1, 2019 TO DECEMBER 31, 2019 IN AN AMOUNT NOT TO EXCEED \$51,051.41.

This Resolution authorizes a contract and maintenance agreement with CSI Technology Group for cloud hosting services and maintenance regarding the Microsoft Azure Government Cloud used by the County Prosecutor's office from January 1, 2019 to December 31, 2019 in an amount not to exceed \$51,051.41.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, December 19, 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 December 5, 2018.

	Motion	Second	AYE	NAY	Abstain	Absent
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

PROCLAMATIONS

51528 Proclamation in recognition of Gloucester County Certified Gardeners 2018 Presidential Volunteer Service Award, Gold - 1,000+ hours. (DiMarco) (presented)

51529 Proclamation recognizing Austin Leconey "The Backpack Buddy" for his kindness and commitment to the Gloucester County Community. (Jefferson) (presented)

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

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
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	AYE	NAY	Abstain	Absent
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

51530 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED CASSEL ELLIS v. GLOUCESTER COUNTY AND WILLIAM BREWER v. GLOUCESTER COUNTY

	Motion	Second	AYE	NAY	Abstain	Absent
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

MOTION TO RETURN FROM CLOSE SESSION

	Motion	Second	AYE	NAY	Abstain	Absent
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

51531 RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR THE ANNUAL REORGANIZATION MEETING ON JANUARY 4, 2019 AT 6:00 P.M., IN THE CEREMONIAL COURTROOM.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51532 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	AYE	NAY	Abstain	Absent
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

51533 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER, 2018.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director Chila	X		X			
Freeholder Barnes			X		18-09974	
Freeholder Christy			X			
Freeholder DiMarco			X			
Freeholder Jefferson			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51534 RESOLUTION AUTHORIZING A MODIFICATION OF COUNTY FEES FOR 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51535 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MANTUA FOR FLEET SERVICES.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51536 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN FOR A 2018 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET SEQ.

	Motion	Second	AYE	NAY	Abstain	Absent
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**

51537 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE BOROUGH OF WESTVILLE.

	Motion	Second	AYE	NAY	Abstain	Absent
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 ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51538 RESOLUTION AUTHORIZING A CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR \$498,398.92.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51539 RESOLUTION AUTHORIZING PURCHASES AND MAINTENANCE SERVICES FROM CUMBERLAND TIRE CENTER, INC. AND FIRESTONE STORE THROUGH STATE CONTRACTS FROM DECEMBER 7, 2018 TO DECEMBER 6, 2019 IN AN AMOUNT NOT TO EXCEED \$80,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51540 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2019 LOCAL FREIGHT IMPACT FUND FOR THE ROUTE 44 TRUCK BYPASS AND DUPONT PORT-00038 PROJECT.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51541 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH THE NJ DEPARTMENT OF TRANSPORTATION REGARDING THE 2019 LOCAL AID INFRASTRUCTURE FUND FOR THE ROWAN UNIVERSITY FOSSIL PARK ENTRANCE ROAD INTERSECTION IMPROVEMENT AT WOODBURY GLASSBORO ROAD (CR553) PROJECT.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51542 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51543 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH IH ENGINEERS, P.C.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51544 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY.

	Motion	Second	AYE	NAY	Abstain	Absent
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**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

51545 RESOLUTION TO ACCEPT FUNDING FROM THE UNITED STATES SECRET SERVICE FOR THE ELECTRONIC CRIMES TASK FORCE FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 FOR \$15,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51546 RESOLUTION ACCEPTING FUNDS REGARDING THE FFY17 STOP VIOLENCE AGAINST WOMEN ACT GRANT IN THE AMOUNT OF \$41,450.00 WITH A REQUIRED MINIMUM 25% IN-KIND MATCH, FOR GRANT PERIOD JUNE 1, 2018 TO MAY 31, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51547 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS WITH CAMDEN BAG & PAPER CO., LLC, W.B. MASON COMPANY, INC., AND GENERAL CHEMICAL & SUPPLY, INC. FROM DECEMBER 19, 2018 TO DECEMBER 18, 2020 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER VENDOR PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51548 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS WITH COOPER ELECTRIC SUPPLY CO., INC., IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR; GRAYBAR ELECTRIC CO. INC. AND BILLOWS ELECTRIC SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR, PER VENDOR FROM DECEMBER 19, 2018 TO DECEMBER 18, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
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**

51549 RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE NEW JERSEY DIVISION OF DISABILITY SERVICES FOR THE 2019 TITLE XX GRANT IN THE AMOUNT OF \$60,733.00, WITH AN IN KIND MATCH OF \$5,384.00, TOTALING \$66,117.00.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51550 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES, FOR THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FOR \$513,000.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51551 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR THE 2019 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT, IN THE AMOUNT OF \$567,019.00 WITH A CASH MATCH OF \$82,775.00 TOTALING \$649,794.00.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51552 RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT WITH TRI-COUNTY COMMUNITY ACTION AGENCY, INC. n/k/a GATEWAY COMMUNITY ACTION PARTNERSHIP.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51553 RESOLUTION AUTHORIZING A CONTRACT WITH THE ABILITIES CENTER OF SOUTHERN NJ, INC. d/b/a ABILITIES SOLUTIONS FROM JANUARY 1, 2019 TO DECEMBER 31, 2021, IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51554 RESOLUTION AUTHORIZING CONTRACTS WITH GLASSBORO CHILD DEVELOPMENT CENTERS, INC., IN AN AMOUNT NOT TO EXCEED \$24,991.00 AND REPAUNO PRESCHOOL DAYCARE, INC., IN AN AMOUNT NOT TO EXCEED \$14,891.00.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51555 RESOLUTION AUTHORIZING A CONTRACT WITH NEW POINT BEHAVIORAL HEALTH CARE INC., IN A TOTAL AMOUNT NOT TO EXCEED \$213,500.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51556 RESOLUTION AUTHORIZING TWO CONTRACTS WITH THE ARC GLOUCESTER FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51557 RESOLUTION AUTHORIZING TWO CONTRACTS WITH CENTER FOR FAMILY SERVICES, INC. FROM JANUARY 1, 2019 TO DECEMBER 31, 2021.

	Motion	Second	AYE	NAY	Abstain	Absent
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

51558 RESOLUTION AUTHORIZING AMENDMENT TO A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF SALEM FOR THE EXTENSION OF HEALTH OFFICER SERVICES.

	Motion	Second	AYE	NAY	Abstain	Absent
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	AYE	NAY	Abstain	Absent
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	AYE	NAY	Abstain	Absent
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	AYE	NAY	Abstain	Absent
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

Time: 7:16

**RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE
AND RESERVE BALANCES**

WHEREAS, upon review of various grant accounts by the County Treasurer's Office, it has been determined that grant receivables and grant reserves exist which are required to be canceled by resolution, and that further, if necessary, the receivable balance and offsetting appropriation balance must also be formally cancelled.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester hereby authorizes cancellation of the following grant receivable and reserve balances:

Project Number	Project Title	Receivable	Reserve
14-016	2014 State Aid Bridge Projects	41,259.00	41,259.00
15-014	2015 Federal Guide Rail Improvement Program	42,836.17	42,836.17
15-073	Auburn Rd/High Hill Roundabout	85,865.80	85,865.80
16-014	2016 Federal Guide Rail Improvement Program	38,325.29	38,325.29
16-081	WIOA - Adult	4,746.00	4,746.00
16-081	WIOA - Dislocated Worker	26.00	26.00
16-243	2016 Victims of Crime Act	41,850.24	41,850.24
16-266	Mental Health Diversionary Program	75,000.00	75,000.00
16-417	Social Services for the Homeless	16,803.00	16,803.00
16-418	Social Services for the Homeless-TANF	7,186.00	7,186.00
16-421	Social Services for the Homeless-ICM	14,106.00	14,106.00
16-461	Sr Citizens & Disabled Resident Transportation	34,570.56	34,570.56
16-465	Job Access and Reverse Commute	79,114.13	79,114.13
17-077	Guiderail Replacement Project	133,257.87	133,257.87
17-084	Workfirst New Jersey-TANF	10,342.00	10,342.00
17-084	Workfirst New Jersey-GA/SNAP	2,171.00	2,171.00
17-084	Workfirst New Jersey-SNAP	1,783.00	1,783.00
17-222	Child Passenger Safety Seat Program	1,197.48	1,197.48
17-241	Sexual Assault Response Team	21,257.77	21,257.77
17-242	Insurance Fraud Investigation	51,578.84	51,578.84
17-243	2017 Victims of Crime Act	3,307.68	3,307.68
17-247	Traffic Safety Program	9,758.90	9,758.90
17-248	DUI Sobriety Checkpoint & Saturation	15,597.50	15,597.50
17-257	Victim Witness Supplemental Grant	112,373.35	112,373.35
17-261	Narcotics Task Force	73.74	73.74
17-264	Click It or Ticket Grant	1,141.46	1,141.46
17-268	Distracted Driving Crackdown	1,082.50	1,082.50
17-386	Alcohol and Drug Abuse Program	60,646.00	60,646.00
17-402	Abused and Missing Children	327.00	327.00
17-404	Family Court Program	18,013.54	18,013.54
17-409	State Community Program	3,736.00	3,736.00
17-420	Juvenile Detention Alternative	593.18	593.18
17-461	Sr Citizen & Disabled Resident Transportation	3,770.93	3,770.93
17-465	Job Access and Reverse Commute	40,000.00	40,000.00
17-501	Area Planning Grant	2,094.00	2,094.00
18-260	Violence Against Women Act	1,117.24	1,117.24
18-264	Click It or Ticket Grant	920.00	920.00
18-268	Distracted Driving Crackdown	1,622.50	1,622.50

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

**RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS
IMPROVEMENT AUTHORIZATIONS**

WHEREAS, certain General Capital Improvement Authorization balances remain dedicated to projects now completed; and

WHEREAS, it is necessary to formally cancel said unexpended balances so that they may be transferred, as appropriate, to the Reserve for Debt Service, Capital Improvement Fund or Deferred Charges Unfunded.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the following unexpended and dedicated balances of General Capital Improvement Authorizations be canceled and transferred as follows:

<u>Ordinance</u>	<u>Purpose</u>	<u>Transferred To</u>	<u>Amount</u>
51059-7C	Reconstruction and/or Renovations to various County Parks	Deferred Charges – Unfunded	\$ 375.00
51059-7D	Reconstruction and/or Renovation to various County Buildings	Deferred Charges – Unfunded	\$ 400.00
51059-7E	Construction, Reconstruction and/or Repair to various County Roadways	Deferred Charges – Unfunded	\$ 41.00

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING 2018 BUDGET TRANSFERS

WHEREAS, the Treasurer of the County of Gloucester has recommended that there be 2018 budget transfers; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2018 Budget is hereby authorized:

TRANSFER FROM

Senior Services – S&W	100,000.00
Information Technology – S&W	20,300.00
Superintendent of Schools – S&W	20,000.00
Human Services – S&W	<u>65,000.00</u>
	\$ 205,300.00

TRANSFER TO

Prosecutor – S&W	125,000.00
Contractual Obligation Logan Twp – OE	60,000.00
Animal Shelter – OE	20,000.00
Construction Board of Appeals – OE	<u>300.00</u>
	\$ 205,300.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Thursday, December 27, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

**RESOLUTION APPOINTING A TAX ASSESSOR
FOR THE COUNTY OF GLOUCESTER**

WHEREAS, the County of Gloucester has a position of County Assessor for the County of Gloucester and wishes to fill the position with a qualified and capable individual; and

WHEREAS, A. Craig Black satisfies the qualifications of the position of County Assessor as set forth in N.J.S.A. 54:1-89; and

WHEREAS, it is in the best interest of the County to appoint A. Craig Black as the County Assessor, pursuant to N.J.S.A. 54:1-89 and N.J.A.C. 18:17A-1.2.

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

1. That A. Craig Black be and is hereby appointed as the Gloucester County Tax Assessor, pursuant to the Property Tax Assessment Reform Act.
2. That A. Craig Black shall serve as County Tax Assessor commencing January 1, 2019, which term expires December 31, 2023, pursuant to N.J.S.A. 54:1-89 and N.J.A.C. 18:17A-1.2.
3. That for performing the services of County Tax Assessor, A. Craig Black shall be paid a salary established by the Board of Chosen Freeholders of the County of Gloucester and modified from time to time as employees' salaries are considered.
4. That A. Craig Black shall perform the duties as described in and subject to the terms and conditions of the Property Tax Assessment Reform Act.

ADOPTED at meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A. CRAIG BLACK

POSITION

2013 – Present

Deputy County Assessor under the Property Tax Assessment Reform Act, Pilot County (Gloucester County) the holder of a certified property assessor certificate who is employed by the Office of the County Assessor within the Pilot County and assigned to perform duties and responsibilities for the assessment of property for purposes of taxation under the supervision of the County Assessor.

EDUCATION

B.S., Food Marketing – 1983 Saint Joseph's University Philadelphia, Pennsylvania

COURSEWORK

Successfully completed the following real estate and real estate appraisal courses at these institutions – Bryn Mawr College, Rosemont College, Penn State University and Rutgers University:

- Introduction to Appraising Real Property – Society of Real Estate Appraisers
- Real Estate Appraisal Principles – Appraisal Institute
- Residential Valuation – Appraisal Institute
- Basic Valuation Procedures – Appraisal Institute
- Capitalization Theory and Techniques – Parts A & B – Appraisal Institute
- Case Studies in Real Estate Valuation – Appraisal Institute
- Report Writing and Valuation Analysis – Appraisal Institute
- Standards of Professional Practice – Appraisal Institute
- Real Estate Salesperson Course
- Property Tax Administration
- Highest and Best Use and Market Analysis – Appraisal Institute
- Advanced Sales Comparison and Cost Approaches – Appraisal Institute

LICENSES/CERTIFICATIONS

New Jersey Certified Tax Assessor – Certificate No. 1581

New Jersey Certified Board of Real Estate Appraisers as a General Appraiser - License No. RG 00926

PROFESSIONAL AFFILIATIONS

Appraisal Institute - Awarded SCGREA designation November, 1989; Senior Residential Appraiser
- A. Craig Black, SCGREA, is currently certified under the Continuing Education Program of the Appraisal Institute through December of 2021

Appraisal Institute, Southern New Jersey Chapter

- President – 2011
- Vice- President - 2010
- Treasurer - 2009
- Member, Board of Directors (1990 - 1998) (2002 - 2005) (2007-2009)
- President – 1997
- First Vice President - 1996
- Second Vice President - 1995

Experience

<u>TODD AND BLACK, INC.</u> - Real Estate Appraiser and Consultant	2001 - 2013 1985 - 1997
Performed full range of appraisal and consulting services involving primarily commercial and industrial properties: Concentration in litigated matters, including taxation, eminent domain – including full and partial takings and easements, contamination, zoning, highest and best use studies, feasibility studies, and acquisition and disposition consulting	
<u>BOROUGH OF CLAYTON, GLOUCESTER COUNTY</u> – Tax Assessor	2005 - 2008
Responsible for all real estate taxation – Valuing properties, maintain records, manage tax assessment office.	
<u>VLASIC FOODS INTERNATIONAL</u> – Manager – Real Estate and Purchasing	1997 – 2001
Responsible for overseeing all real estate, both domestic and international. <ul style="list-style-type: none">- Properties located throughout the continental United States; international facilities in Canada, United Kingdom, Germany and Argentina- Coordinated leasing of fourteen sales offices across the US and Canada- Oversaw disposition of manufacturing facility in Michigan and land in Arkansas. Coordinated real estate-related aspects of the sale of nine mushroom farms throughout the United States- Other responsibilities included: facility management; capital spending review; purchase of all non-ingredients (i.e., capital equipment to office equipment and supplies); purchases of dairy and pasta products; asset recovery; purchased energy for all facilities (domestic only); real estate taxes and appeals; physical damage insurance claims- Coordinated the \$7 Million fit-out of a 100,000-square-foot world headquarters in Cherry Hill, New Jersey. This included both office and state-of-the-art research and development laboratories	
<u>MOORESTOWN, MT. LAUREL, LUMBERTON TOWNSHIPS, BURLINGTON COUNTY, NJ</u> – Field Inspector	1985 - 1990
<ul style="list-style-type: none">- Inspected both residential and commercial properties.- Responsibilities included inspection, description and valuation	
<u>R. J. REYNOLDS</u> – Area Sales Representative	1984 – 1985
<ul style="list-style-type: none">- Handled all phases of retail and wholesale sales of tobacco products.- Responsibilities included wholesale supplying, merchandising and advertising contracts	
<u>FRITO LAY and LEVER BROTHERS</u> – Sales Representative	1983 – 1984
<ul style="list-style-type: none">- Handled all sales and merchandising of complete product line on the retail level	

**RESOLUTION AUTHORIZING THE APPOINTING AUTHORITY TO EXPLORE
AND NEGOTIATE ALTERNATIVES FOR A REDUCTION IN ACCRUAL TIME
AND RETIREMENT ALLOWANCES**

WHEREAS, the County has a fiduciary responsibility to review past and current practices for future cost saving alternatives; and

WHEREAS, the County therefore has an interest to reduce accrued leave time balances, and the desire to end the practice of a sick time retirement allowance; and

WHEREAS, the County has determined that it is financially more costly to pay out leave time balances and retirement allowances in the future versus current present day value; and

WHEREAS, in that regard the County desires to authorize the Appointing Authority to individually offer certain conditions to its non-union employees and to negotiate same with its collective bargaining units.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Administrator, as Appointing Authority, is hereby authorized and directed to explore and negotiate all issues pertaining to saving alternatives for non-union and union employees as to leave time accrual, retirement allowances, and other relative matters.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2018 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$1,314,202.00

WHEREAS, the Office of the County Engineer has requested authority to submit an application to the New Jersey Department of Transportation relative to Fiscal Year 2019 Local Bridges Future Needs (“LBFN”) funding, and to enter into an Agreement regarding said funding; and

WHEREAS, the anticipated funding in the amount of \$1,314,202.00 to be received by the County will be used for the 2019 Gloucester County Bridge Rehabilitation Project; and

WHEREAS, the Office of the County Engineer has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review and the Treasurer has approved said application; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester the application and Grant Agreement for the FY 2019 Local Bridges Future Needs grant in the amount of \$1,314,202.00 is hereby authorized, and the County hereby accepts said funding to be used for the Project referenced hereinabove; and, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, the grant agreement and other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that execution of the Grant Agreement by the County constitutes acceptance of the terms and conditions of the grant agreement, and that the County Engineering Department shall be responsible for grant implementation in compliance with the regulations of the granting authority.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 2018 at Woodbury, New Jersey.

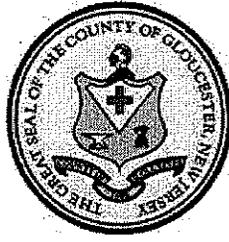


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



County of Gloucester

***RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
FOR \$1,314,202.00***

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 27th day of **December, 2018**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, (3) that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2018.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

RESOLUTION AUTHORIZING A GRANT APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$7,522,862.00

WHEREAS, the Gloucester County Engineer has requested authority to submit an application to the New Jersey Department of Transportation for the Grant Agreement for Fiscal Year 2018 State Aid to Counties (hereinafter "State Aid") pursuant to the New Jersey Department of Transportation Trust Fund Authority Act; and

WHEREAS, the anticipated State Aid in the amount of \$7,522,862.00 to be received by the County will be used for the construction of roadway projects throughout Gloucester County as outlined in Exhibit A attached hereto; and

WHEREAS, the County acknowledges that the funds to be received will be utilized in compliance with all terms and conditions of the Grant Agreement and rules set forth in N.J.A.C. 16:20A and 16:20B.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the application and Grant Agreement for Fiscal Year 2018 State Aid to Counties in the amount of \$7,522,862.00 is hereby authorized, and the County hereby accepts said funding to be used for the Project referenced hereinabove; and, that the Director of the Board is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the Grant Agreement and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED that execution of the Grant Agreement with by the County constitutes acceptance of the terms and conditions of said Agreement and the rules set forth in N.J.A.C. 16:20A and 16:20B.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 27, 2018 at Woodbury, New Jersey.

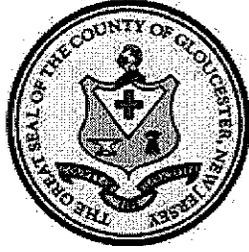


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



County of Gloucester

***RESOLUTION AUTHORIZING A GRANT APPLICATION AND
AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION FOR \$7,522,862.00***

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **27th** day of **December, 2018**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and, (3) that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2018.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

**GRANT AGREEMENT FOR FISCAL YEAR
2019 STATE AID TO COUNTIES**

Name of GRANTEE: Gloucester County

Mailing Address: Gloucester County
2 South Broad Street
Woodbury, New Jersey 08096-4604

E-mail Address: rdammniger@co.gloucester.nj.us

Federal Tax Identification Number: 216000660

The total distance of 1656.01 miles or a portion thereof may be approved by the Commissioner of Transportation. The total cost estimate for this County ATP is \$18,524,000.00. The GRANTEE requests \$7,522,862.00 in State funds.

BE IT RESOLVED, that this grant agreement is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of (see attached County ATP):

NOTE: For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.

AND BE IT FURTHER RESOLVED that if this application is approved and accepted by the New Jersey Department of Transportation ("the Department"), the GRANTEE agrees that:

Terms and conditions of the GRANT AGREEMENT FOR STATE AID TO COUNTIES must be complied with by the GRANTEE. The Terms and conditions of the GRANT are available at the NJDOT Local Aid website at: http://www.state.nj.us/transportation/business/localaid/pdf/terms_and_conditions.pdf

N.J.A.C. 16:20A governs the rules on Local Aid to Counties. The rules establish guidelines and procedures to be followed by Counties when administering contracts. In addition, the rules provide the requirements for preparing plans and specifications, contracts administration, contract completion and payment, state participation in cost as well as audit requirements. GRANTEE is required to comply with these rules and all provisions contained in the N.J.A.C. 16:20A. The rules are available at the NJDOT Local Aid website at: http://www.state.nj.us/transportation/business/localaid/pdf/county_rule.pdf and

By signing the GRANT AGREEMENT FOR STATE AID TO COUNTIES the GRANTEE reviewed and understands the current terms and conditions listed on our web site at: http://www.state.nj.us/transportation/business/localaid/pdf/terms_and_conditions.pdf and agrees to comply with the current terms and conditions of the GRANT AGREEMENT FOR STATE AID TO COUNTIES and N.J.A.C. 16:20A and N.J.A.C. 16:20B.

AND further certifies that the Freeholder Director and Clerk are authorized to execute and attest this Agreement as evidenced by the resolution attached hereto.

**GRANT AGREEMENT FOR FISCAL YEAR
2019 STATE AID TO COUNTIES
FOR THE GRANTEE**

ATTEST and AFFIX SEAL

Name and Title _____ (Clerk) _____ Date

Freeholder Director _____ Date

FOR THE DEPARTMENT OF TRANSPORTATION

Fiscal Year/Funds: _____

Job Number: _____

Account: _____

State Funds: _____

FAO Number _____

Certification of Funds _____ Date By _____
Director, Division of Accounting and Auditing

APPROVED: _____ Date
Laine Rankin
Director, Division of Local Aid and Economic Development

ATTEST and SEAL

It is hereby certified that the foregoing allocation of funds and this Agreement were approved by the Commissioner of Transportation or Designee on _____.

Anika James
Secretary, Department of Transportation

Approval as to Form by Certification Process.

**GRANT AGREEMENT FOR FISCAL YEAR
2019 STATE AID TO COUNTIES
2019 Gloucester County ATP**

Project Name	From	To	Distance (Miles)	Municipality	Cost Estimate
2019 Intersection Improvements to CR610 & CR612	Tuckahoe Road, CR 555	Corkery Lane, CR612	1.50	Monroe Township, Monroe Township	\$2,000,000.00
2019 Resurfacing and Safety Improvements to Blue Bell Road, County Route 633	CR659	CR612	2.61	Monroe Township, Monroe Township	\$824,000.00
2019 Concrete Replacement & Pedestrian Facilities Upgrade Proj Various Locations, Gloucester County	Various locations throughout Gloucester County	Various locations throughout Gloucester County	410.00	Various Municipalities	\$200,000.00
2019 Construction of CR 641 Spur	State Highway 322	County Route 641	3.50	Glassboro Borough, Harrison Township	\$8,500,000.00
2019 Countywide Drainage Improvement Project	Countywide	Countywide	410.00	Various Municipalities	\$300,000.00
2019 Countywide Sign Replacement Project	Countywide - All County Routes	Countywide - All County Routes	410.00	Various Municipalities	\$200,000.00
2019 Countywide State Aid Roadway Safety Project	Various locations throughout the Entire County	Various locations throughout the Entire County	410.00	Various Municipalities	\$300,000.00
2019 Reconstruction of County Bridges 5-B-5, Oldmans Creek Rd CR 602	CR602 over Indian Run	CR602 over Indian Run	0.25	Woolwich Township	\$500,000.00
2019 Resurfacing and Safety Improvements to CR 538	From State Highway Rt 45	To State Highway Route 77	3.25	Elk Township, South Harrison Township	\$1,700,000.00
2019 Resurfacing and Safety Improvements to CR 603 Blackwood Barnsboro Road	CR 630	CR621	1.80	Deptford Township, Washington Township	\$500,000.00
2019 Resurfacing and Safety Improvements to CR 655 Fries Mill Road	State Highway 47	CR 612	1.00	Franklin Township	\$1,000,000.00
2019 Resurfacing and Safety Improvements to Hurfville Grenloch Road CR 635	Hurfville Cross Keys CR 654	Egg Harbor Road, CR630	1.10	Washington Township	\$1,000,000.00
2019 Resurfacing and Safety Improvements to Main Street, CR 654	From US Rt. 322	Lake Street	1.00	Monroe Township	\$1,500,000.00

E-1

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS
EASEMENT FOR FARM PROPERTY OWNED BY GERALDINE C. MANCINI FOR
\$784,975.00**

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, **Geraldine C. Mancini**, having presented herself as the owner of the land and premises located in the **Township of Elk** (hereinafter "Elk"), and known as **Block 51, Lot 5**, on the Official Tax Map of the **Township of Elk** and the **Township of Franklin** (hereinafter "Franklin"), and known as **Block 2501, Lot 2**, on the Official Tax Map of the **Township of Franklin** (hereinafter collectively the "Property"), which consists of approximately **92.35 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Geraldine C. Mancini**, as the owner of the Property, has 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 **\$784,975.00** 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 **\$784,975.00**, pursuant to CAF# 18-11080, 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 **Geraldine C. Mancini**, in the **Township of Elk** and the **Township of Franklin**, County of Gloucester, State of New Jersey for **\$784,975.00**; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Geraldine C. Mancini**, in regard to the County's purchase of development easements in the farm premises known as **Block 51, Lot 5**, in the **Township of Elk** and **Block 2501, Lot 2**, in the **Township of Franklin**, 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 Thursday, December 27, 2018, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

R. W. Frankenfield Associates

521 Middle Road
Hammonton, New Jersey 08037
Phone: 609-457-9570
Fax: 609-704-8665

March 9, 2018

Mr. Kenneth Atkinson, Director
Farmland Preservation Program
Gloucester County
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: **Appraisal Report of Mancini Property**
Elk Road, Block 51, Lot 5, Elk Twp.
Block 2501, Lot 2, Franklin Township
Gloucester County, New Jersey

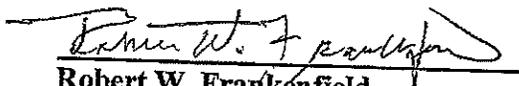
Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of February 27, 2018, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$18,000.	\$1,710,000.
Estimate of Property Value, After:	\$ 3,500.	\$ 332,500
Estimate of Development Easement Value:	\$14,500.	\$1,377,500.

Respectfully Submitted,


Robert W. Frankenfield
SCGRE 42RG00061300

EXECUTIVE SUMMARY

PROPERTY: Mancini Farm Property
95± Net Acres to preserved
Elk and Willow Grove Roads
Block 51 Lot p/o 5 - Elk Township
Block 2501 Lot 2 - Franklin Township
Gloucester County, New Jersey 08343

INSPECTED BY: Timothy W. Sheehan

INSPECTION DATE: January 24, 2018

OWNERSHIP: Ms. Geraldine Mancini

IMPROVEMENTS: None.

PROPERTY RIGHTS APPRAISED: Fee Simple Interest and
Fee Simple Interest, Subject to Restrictions

EFFECTIVE DATE OF APPRAISAL: January 24, 2018

TYPE OF VALUE ESTIMATES: Market Values, Before and After the Development
Easement. Value of Development Easement

LAND AREA: 33.24± Acres - Elk Township
62.94± Acres - Franklin Township
96.18± gross acres - combined total
1.0 acre, planned non-severable exception
95± net acres to be preserved - (rounded, A.O. checklist)

DWELLING OPPORTUNITY(S): One dwelling opportunity via planned exception.

EXCEPTION(S): "Non-severable" 1-acre exception area for future dwelling.

ZONING: RE, Rural Environmental - Elk Township (35%)
RA, Residential Agriculture - Franklin Township (65%)

HIGHEST AND BEST USE:
Before, Unrestricted Continuation of agriculture use, with potential future
residential development, as market conditions warrant.
After, Restricted Agricultural Use with one dwelling opportunity.

APPRAISED VALUES:

	<u>Values</u>	<u>Unit Rate</u>
Before Value, Unrestricted	\$1,069,000	\$11,250/Acre
<u>After Value: Restricted Land:</u>	<u>\$333,000</u>	<u>\$3,500/Acre</u>
Development Easement Value	\$736,000	\$7,750/Acre

LEGEND OF ACQUISITION

PREPARED OWNER
 GERALDINE MANCINI
 22 PLINSTEAD ROAD
 SEWELL, NJ 08080

PROJECT NAME
 GERALDINE MANCINI PROPERTY
 18147

FEDERICI & AKIN PA JOB NO.
 18147

MUNICIPALITY
 TOWNSHIP OF FRANKLIN
 BLDG: 2501

LOT
 2

MUNICIPALITY
 TOWNSHIP OF ELK
 BLDG: 51

BLDG
 51

LOTS
 5

INTEREST
 100 %

ACRES PER DEED
 96.62 ACRES

SUBJECT TO
 1.00 ACRES

ACRES IN ROAD
 3.27 ACRES

ACRES UNDER WATER
 0.00 ACRES

COUNTY
 GLOUCESTER COUNTY

AREA SUMMARY
 TOTAL ACRES ACQUIRING: 96.62 ACRES
 TOTAL EASEMENT AREA TO BE OBTAINED: 36.35 ACRES
 TOTAL AREA IN ROAD: 3.27 ACRES
 TOTAL AREA UNDER WATER: 0.00 ACRES
 TOTAL FARMED AREA: 54.3 ACRES
 TOTAL WOODLANDS AREA: 37.5 ACRES
 TOTAL WARD AREA: 0.5 ACRES
 TOTAL AREA N.J. CLAIM: 0.00 ACRES
 TOTAL AREA OVERLAP: 0.00 ACRES
 TOTAL AREA CLOUDED TITLE: 0.00 ACRES
 TOTAL EXCEPTION AREA: 1.00 ACRES

96.62 ACRES
 36.35 ACRES
 3.27 ACRES
 0.00 ACRES
 54.3 ACRES
 37.5 ACRES
 0.5 ACRES
 0.00 ACRES
 0.00 ACRES
 0.00 ACRES

Final Survey

ELK TOWNSHIP

MUNICIPALITY
 BLDG: 1

INTEREST
 100 %

ACRES
 32.51 ACRES

SUBJECT TO
 ACRES UNDER WATER: 0.00 ACRES
 EASEMENT AREA TO BE OBTAINED: 29.88 ACRES

COUNTY
 GLOUCESTER COUNTY

FRANKLIN TOWNSHIP

MUNICIPALITY
 BLDG: 2

INTEREST
 100 %

ACRES
 64.11 ACRES

SUBJECT TO
 ACRES UNDER WATER: 0.00 ACRES
 ACRES IN ROAD: 1.62 ACRES
 ACRES UNDER WATER: 0.00 ACRES
 EASEMENT AREA TO BE OBTAINED: 62.49 ACRES

COUNTY
 GLOUCESTER COUNTY

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FILE

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
18-11080

NO.

ORDER DATE: 12/12/18
REQUISITION NO: R8-11561
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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

VENDOR #: WESTJ010

**V
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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 Geraldine C. Mancini, Block 51, Lot 5 in the Township of Elk, and Block 2501, Lot 2 in the Township of Franklin valued at \$8,500.00 per acre and consisting of 92.35 acres for a total price of \$784,975.00 for Farmland Preservation.	T-03-08-509-372-20548 Farmland Preservation	784,975.0000	784,975.00
			TOTAL	784,975.00

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**

Joseph Gordon
TREASURER / CFO

PURCHASING DIRECTOR

RECEIVED BY: _____

CONTRACT TO SELL DEVELOPMENT EASEMENT

GERALDINE C. MANCINI

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **GERALDINE C. MANCINI**, having an address of 22 Plumstead Road, Sewell, NJ, 08080
(hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: **Lot 5, Block 51, in the Township of Elk, County of Gloucester, and State of New Jersey**
Lots 2, Block 2501, in the Township of Franklin, County of Gloucester, and State of New Jersey
(hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **\$8,500.00** ASSUMED ACREAGE: **Approximately 92.35 acres**

ESTIMATED GROSS SALES PRICE: **\$784,975.00**

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE**

OF EXCEPTION AREAS: **1 / 1 acre non-severable exception**

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
 B - Conditions on Excepted Land - **no**
 C - Fuel Tank Disclosure - **yes**

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 (6th) 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: _____

GERALDINE C. MANCINI

BY: _____

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

Social Security Number

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 201__, **GERALDINE C. MANCINI**, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He/She is named in, and personally signed the foregoing agreement: and
- (b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,
- (c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

**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: _____
GERALDINE C. MANCINI

_____ Date

**RESOLUTION AUTHORIZING CONTRACT WITH GOLF CAR SPECIALTIES, LLC
AND APPLICABLE LEASE AGREEMENTS FROM JANUARY 1, 2019 TO
DECEMBER 31, 2021 IN AN AMOUNT NOT TO EXCEED \$76,500.00
PER CONTRACT YEAR**

WHEREAS, the County of Gloucester has a need for the provision of golf carts and utility vehicles for use at the Pitman Golf Course and Veterans Memorial Cemetery, as well as the service and maintenance on said vehicles; and

WHEREAS, after due notice and advertisement, the County received sealed bids which were publicly opened on November 20, 2018, and it was determined that Golf Car Specialties, LLC of 136 Washington Street, Gloucester City, NJ 08030 was the lowest responsive and responsible bidder to provide said goods and services, as set forth in bid specifications PD-018-065, with Yamaha Financial Services providing the leases; and

WHEREAS, the contract term shall be for a period of three (3) years, from January 1, 2019 to December 31, 2021, in an amount not to exceed \$76,500.00 per contract year, with the County having the option to extend the contract for one (1) two-year period, or two (2) one-year periods; and

WHEREAS, the contract is open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of the contract beyond December, 2019 is conditioned upon approval of the 2020 and 2021 final County budgets.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract with Golf Car Specialties, LLC and the applicable lease agreements annexed thereto, for the provision of golf carts and utility vehicles as per PD-018-065, in an amount not to exceed \$76,500.00 per contract year, from January 1, 2019 to December 31, 2021, with the County having the option to extend the contract for one (1) two-year period, or two (2) one-year periods; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 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
GOLF CAR SPECIALTIES, LLC.**

THIS CONTRACT is made effective the 27th day of December, 2018, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 hereinafter referred to as "**County**", and **GOLF CAR SPECIALTIES, LLC**, with offices at 136 Washington Street, Gloucester City, New Jersey 08030, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need to lease golf carts and utility vehicles for use at the Pitman Golf Course and Veterans Memorial Cemetery; and

WHEREAS, after notice and advertising, the County received sealed bids on November 20, 2018, where it was determined that Contractor was the lowest responsive and responsible bidder as per bid specifications PD-018-065 to provide the vehicles as well as service and maintenance on the vehicles for the term of the lease; and

WHEREAS, Contractor represents that it is qualified to provide said goods and services and desires to so perform pursuant to the terms and provisions of this Contract.

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**. Contractor will provide, through Yamaha Motor Finance Corporation, golf carts and utility vehicles from January 1, 2019 to December 31, 2021 consistent with the specifications identified as PD-018-065, which are incorporated into and made a part of the contract and subject to the necessary budgetary approvals described in Paragraph 2 below.
2. **COMPENSATION**. This contract shall be for an amount not to exceed \$76,500.00 per contract year, inclusive of any delivery charges or costs, pursuant to the subject to all terms and provisions of the specifications identified as PD-018-065.

Continuation of the contract after December 31, 2019 is specifically conditioned upon approval of the 2020 Gloucester County Budget. Continuation of the contract beyond December 2020 is contingent upon approval of 2021 Budget.

It is agreed and understood that acceptance and final payment to Contractor shall be

considered a release in full of all claims against the County for the product or service delivered.

Payments shall be made in accordance with the Yamaha Lease Agreement and Yamatrack Service Agreement upon receipt of an invoice and properly executed voucher. After approval by county, the payment voucher shall be placed in line for prompt payment.

3. DUTIES OF CONTRACTOR. The Contractor will supply and deliver 62 electric powered golf carts with canopy tops, one (1) gas powered golf cart with canopy top, six (6) gas utility vehicles and one (1) electric utility vehicle for use at the Pitman Golf Course and the Veterans Memorial Cemetery, which are identified in the specifications set forth in the Bid Summary for PD-018-065, the Yamaha Lease Agreement, and the Service Agreement and are incorporated by reference 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 this Contract to comply with, all of the requirements set forth in the specifications identified as PD-018-065 and the Lease and Service Agreement which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

a. The Contractor 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.

b. The Contractor 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.

c. The Contractor 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.

d. The Contractor 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.

e. The Contractor 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 AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity 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 County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits 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 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.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-018-065 which are specifically referred to and 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 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, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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 the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Contractor where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify the County of Gloucester 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 disabilities, 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. The Contractor's liability under this agreement shall continue after the termination of this agreement 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, builder's insurance, and Workers' Compensation insurance in amounts and with carriers deemed satisfactory by the County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that 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 service that 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 expense 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. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **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.

14. **PARTIAL INVALIDITY.** In the event that any provision 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 provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **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.

17. **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.

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

19. **CONFIDENTIALITY**. Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS**. This Contract consists of:

- this Contract document,
- the specifications identified as PD-018-065,
- the Service Agreement, attached hereto as Schedule A,
- the Municipal Master Lease Agreement with Yamaha Commercial Finance, and
- the Yamatrack Service Agreement

which are referred to and incorporated herein. Should there occur a conflict between the provisions of this Contract document and the specifications identified as PD-018-065, the specifications shall prevail. Should there occur a conflict between this Contract and the Service Agreement, this Contract shall prevail.

THIS CONTRACT is dated this 27th day of December, 2018.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

GOLF CAR SPECIALITIES, LLC

JOHN T. MYERS, PRESIDENT

SCHEDULE A

Service Agreement

Subject to the terms and conditions of this Agreement the Parties agrees to the following:

CONTRACTOR'S MAINTENANCE RESPONSIBILITIES

- a. The vehicles must be maintained in A-1 operating condition and shall include a weekly inspection by a qualified mechanic including full maintenance and watering of batteries. The weekly vehicle maintenance should be done during the main golfing season from April to October, and on as required basis during the November to March time frame.
- b. Unless otherwise authorized, the weekly inspections shall be performed in the middle of the week. All necessary repairs and replacement of parts will be made at the contractor's expense.
- c. Battery maintenance: a weekly inspection by a qualified mechanic will include the full maintenance and watering of batteries. It will be understood that all electric powered cart batteries will be guaranteed for a minimum "36 hole performance" each day during the lease. A battery analysis should be completed after years 2 and 3 of the lease to show total battery amp hour usage.
- d. The Contractor shall be responsible for all repairs and costs, maintenance and servicing of all vehicles. It will be understood there will be no additional charges for these services. This will include seats, seat cushions, battery chargers, floor mats, etc. Normal wear and tear will be expected and no additional charges will be incurred by County during, and at the end of the lease.
- e. Perform winterization at the end of the season.

VEHICLES - The Contractor hereby agrees to maintain the following vehicles in good repair and operating condition subject to the terms and conditions of this agreement:

- a. Sixty-two (62) Yamaha DR2E electric golf cars.
- b. One (1) Yamaha DR2A gasoline golf car.
- c. Five (5) YU2A gasoline maintenance utility vehicles.
- d. One (1) YU2E electric maintenance utility vehicle.
- e. One (1) YU1A range picker gasoline utility vehicle

LOCATION – Vehicles shall be exclusively located at the addresses listed in the bid specifications and the Contractor shall endeavor to service them at these locations. Contractor reserves the right to transport the vehicles to an alternate maintenance location if major repairs are required.

SERVICE SCHEDULE AND PERSONNEL – Contractor agrees to service and maintain the vehicles on a weekly basis during all months the County normally operates. Contractor warrants that service personnel will be qualified golf car mechanics. Contractor shall maintain workman's compensation coverage on their employees.

BATTERIES - Contractor will provide all replacement batteries as needed after the warranty period has expired.

DAMAGE - It is expressly agreed to by the County that the County is responsible herein for the cost to repair damages caused by or due to abuse, vandalism, accident, negligence, act of God, or failure by the County to perform the County's maintenance responsibilities stated herein.

PARTS DISPOSITION - It is expressly agreed to by the County that the Contractor shall be given title to and shall retain for the Contractor's use or disposition all parts and batteries replaced under this agreement.

WARRANTY - The County hereby agrees to and acknowledges that the new car and battery manufacturer's warranties remain in effect. County shall not receive a reduction in monthly payments listed herein for any warranty work provided or arranged by the Contractor under this agreement.

COUNTY'S DUTIES AND RESPONSIBILITIES

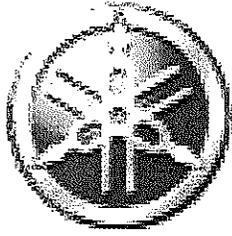
- a. Gasoline. County agrees to provide all gasoline necessary to operate vehicles. County is also responsible for keeping the vehicles and batteries clean.
- b. Electric. County agrees to perform basic duties associated with the day to day operation including keeping the vehicles properly charged and cleaned.
- c. County is responsible for providing basic vehicle operation instruction to employees or any other individual that will be using the vehicles.
- d. County is responsible for securing the vehicles when not in use.
- e. County shall rotate the rental of vehicles daily whenever possible.

SPECIAL CONDITIONS

Provided that County is not in default under any of the provisions of the Lease Agreement and the County's account is paid in full the following special condition(s) will apply:

1. Contractor will provide and maintain six (6) spare tires at the County's Pitman Golf Course location to serve as replacements as damages occur.
 2. Contractor shall provide to County two (2) keys for each leased units at no additional charge.
 3. Contractor will provide battery chargers with all electric powered units including up to 18 chargers with extended cords.
-

4. If a leased unit malfunctions and cannot be restored to operating condition within one (1) week, Contractor will replace the unit at no additional charge. If a leased unit sustains damage by an employee, patron, etc. and cannot be restored to operating condition, County will be responsible for the replacement cost or repair of the leased unit and Contractor will provide the replacement unit.
5. Contractor will replace up to ten (10) broken or cracked windshields, ten (10) sand/seed bottles and ten (10) information holders per year at the Contractor's expense within a reasonable amount of time defined as ten (10) business days from notice.



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated December 10, 2018, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **COUNTY OF GLOUCESTER** having its principal office at 2 S. BROAD ST., WOODBURY, NJ 08096 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "**Equipment**"), on the terms and conditions of this Lease; the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("**Rent**") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("**RFP**")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "**Dealer**"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. **Location, and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

COUNTY OF GLOUCESTER

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____

By: _____

Print Name: _____

Print Name: Jeff Young

Title: _____

Title: President

EXHIBIT A
EQUIPMENT SCHEDULE # 120916
Dated 12/10/2018

1. This Schedule covers the following property ("Equipment")
62 DR2E,1 DR2A, 5 YU2A,1 YU2E,1 YU1A
2. Location of Equipment:
PITMAN GOLF COURSE
501 PITMAN RD
SEWELL, NJ 08080
3. The Lease term for the Equipment described herein shall commence on January 01, 2019 and shall consist of 36 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
18 MONTHLY PAYMENTS IN THE AMOUNT OF \$12,736.83 (APPLICABLE TAXES TO BE BILLED).
STARTING MAY 2019 AND ENDING OCTOBER 2021. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:
- | | | |
|--------------------|--------------------|--------------------|
| May-19 \$12,736.83 | May-20 \$12,736.83 | May-21 \$12,736.83 |
| Jun-19 \$12,736.83 | Jun-20 \$12,736.83 | Jun-21 \$12,736.83 |
| Jul-19 \$12,736.83 | Jul-20 \$12,736.83 | Jul-21 \$12,736.83 |
| Aug-19 \$12,736.83 | Aug-20 \$12,736.83 | Aug-21 \$12,736.83 |
| Sep-19 \$12,736.83 | Sep-20 \$12,736.83 | Sep-21 \$12,736.83 |
| Oct-19 \$12,736.83 | Oct-20 \$12,736.83 | Oct-21 \$12,736.83 |

5. Interest Factor: 4.8 %
6. Other Terms:
Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 12/10/2018 between the parties (the "Lease").
Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: COUNTY OF GLOUCESTER LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

X By: _____ By: _____
Signature Name: Jeff Young

X Name: _____ Name: _____
Type or Print Title: President

X Title: _____ Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 120916
dated December 10, 2018 to the Master Lease Agreement dated
December 10, 2018 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and COUNTY OF GLOUCESTER
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
62 DR2E,1 DR2A, 5 YU2A,1 YU2E,1 Y		See Attachment	NEW	PITMAN GOLF COURSE 501 PITMAN RD SEWELL, NJ 08080

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

COUNTY OF GLOUCESTER

as Lessee

A By: _____
SC Name: _____
Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 120916

Date Prepared: 12/10/2018

COUNTY OF GLOUCESTER
2 S. BROAD ST.
WOODBURY, NJ 08096

YAMAHA MOTOR FINANCE CORP. IS A FINANCIAL INSTITUTION. THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT. THE LEASEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND FEES. THE LEASEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THE VEHICLE. THE LEASEE SHALL BE RESPONSIBLE FOR THE INSURANCE OF THE VEHICLE. THE LEASEE SHALL BE RESPONSIBLE FOR THE REGISTRATION AND TITLE OF THE VEHICLE. THE LEASEE SHALL BE RESPONSIBLE FOR THE STORAGE AND TOWING OF THE VEHICLE. THE LEASEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE VEHICLE FROM THE LEASE AREA. THE LEASEE SHALL BE RESPONSIBLE FOR THE RETURN OF THE VEHICLE IN GOOD CONDITION. THE LEASEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FINANCIAL OBLIGATIONS. THE LEASEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FINANCIAL OBLIGATIONS. THE LEASEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FINANCIAL OBLIGATIONS.

Due Date	Quote No	Description	Amount Due
05/1/2019	120916	62 DR2E,1 DR2A, 5 YU2A,1 YU2E,1 YU1A for Municipal Lease Cars located at: PITMAN GOLF COURSE	
		Payment	\$12,736.83
		Payment Tax	\$0.00

YOUR ACCOUNT BALANCE IS ----- \$12,736.83

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 120916

Date Prepared: 12/10/2018

Payment for:

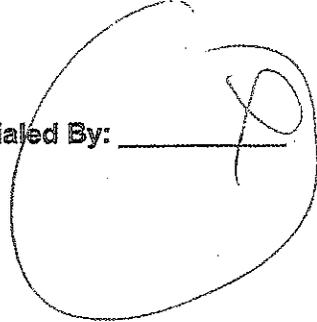
COUNTY OF GLOUCESTER
2 S. BROAD ST.
WOODBURY, NJ 08096

120916	1ber	_____	_____	# _____
		Amount Paid	Date Paid	Check Number



Gloucester County

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: Gloucester County
EQUIPMENT SCHEDULE # 120916

Initialed By: 

Yield: 4.800%

Mon #	Due Date	Payment	Interest
1	01/01/19	0.00	1,248.61
2	02/01/19	0.00	1,253.41
3	03/01/19	0.00	1,258.23
4	04/01/19	0.00	1,263.07
5	05/01/19	12,736.83	1,267.92
6	06/01/19	12,736.83	1,225.46
7	07/01/19	12,736.83	1,182.82
8	08/01/19	12,736.83	1,140.03
9	09/01/19	12,736.83	1,097.07
10	10/01/19	12,736.83	1,053.95
11	11/01/19	0.00	1,010.66
12	12/01/19	0.00	1,014.54
13	01/01/20	0.00	1,018.44
14	02/01/20	0.00	1,022.36
15	03/01/20	0.00	1,026.29
16	04/01/20	0.00	1,030.23
17	05/01/20	12,736.83	1,034.19
18	06/01/20	12,736.83	990.82
19	07/01/20	12,736.83	947.29
20	08/01/20	12,736.83	903.59
21	09/01/20	12,736.83	859.72
22	10/01/20	12,736.83	815.69
23	11/01/20	0.00	771.48
24	12/01/20	0.00	774.45
25	01/01/21	0.00	777.42
26	02/01/21	0.00	780.41
27	03/01/21	0.00	783.41
28	04/01/21	0.00	786.42
29	05/01/21	12,736.83	789.45
30	06/01/21	12,736.83	745.14
31	07/01/21	12,736.83	700.66
32	08/01/21	12,736.83	656.01
33	09/01/21	12,736.83	611.19
34	10/01/21	12,736.83	566.20
35	11/01/21	0.00	521.04
36	12/01/21	0.00	523.04
Totals:		229,262.94	33,450.73



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

December 14, 2018

COUNTY OF GLOUCESTER
2 SOUTH BROAD ST.
WOODBURY, NJ 08096

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 62 YAMATRACK GPS SYSTEMS Yamaha golf cars. The documents enclosed in the package include the following:

Equipment Schedule #120941
Request for Insurance
Certificate of Acceptance
Invoice For First Payment

OTHER Municipal Amortization

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your business and look forward to the opportunity to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey
Yamaha Motor Finance Corporation

EXHIBIT A
EQUIPMENT SCHEDULE # 120941
Dated 12/10/2018

1. This Schedule covers the following property ("Equipment")
62 YAMATRACK GPS SYSTEMS

2. Location of Equipment:
PITMAN GOLF COURSE
501 PITMAN RD
SEWELL, NJ 08080

3. The Lease term for the Equipment described herein shall commence on April 01, 2019 and shall consist of 33 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
33 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,418.00 (APPLICABLE TAXES TO BE BILLED).
STARTING APRIL 2019 AND ENDING DECEMBER 2021. DUE THE 1ST DAY OF
THE MONTH AS FOLLOWS:

Apr-19 \$2,418.00	Jan-20 \$2,418.00	Jan-21 \$2,418.00
May-19 \$2,418.00	Feb-20 \$2,418.00	Feb-21 \$2,418.00
Jun-19 \$2,418.00	Mar-20 \$2,418.00	Mar-21 \$2,418.00
Jul-19 \$2,418.00	Apr-20 \$2,418.00	Apr-21 \$2,418.00
Aug-19 \$2,418.00	May-20 \$2,418.00	May-21 \$2,418.00
Sep-19 \$2,418.00	Jun-20 \$2,418.00	Jun-21 \$2,418.00
Oct-19 \$2,418.00	Jul-20 \$2,418.00	Jul-21 \$2,418.00
Nov-19 \$2,418.00	Aug-20 \$2,418.00	Aug-21 \$2,418.00
Dec-19 \$2,418.00	Sep-20 \$2,418.00	Sep-21 \$2,418.00
	Oct-20 \$2,418.00	Oct-21 \$2,418.00
	Nov-20 \$2,418.00	Nov-21 \$2,418.00
	Dec-20 \$2,418.00	Dec-21 \$2,418.00

5. Interest Factor: 6.85 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 12/10/2018 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: COUNTY OF GLOUCESTER

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

<p>By: _____ Signature</p> <p>Name: _____ Type or Print</p> <p>Title: _____</p>	<p>By: _____</p> <p>Name: <u>Jeff Young</u></p> <p>Title: <u>President</u></p>
---	--

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: YMFUS_CFinsurance@yamaha-motor.

NAME OF INSURANCE AGENT:

December 14, 2018

ADDRESS:

Please Reference our Quote# 120941

PHONE:

FAX:

RE: PITMAN GOLF COURSE

(Customer) Account # _____

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than **\$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated

Very Truly Yours,

Equipment Covered:

62 YAMATRACK GPS SYSTEMS

COUNTY OF GLOUCESTER

(Customer)

Equipment Location:

501 PITMAN RD

✓

By: _____

(Signature of Authorized Officer)

SEWELL, NJ 08080

✓

Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 120941
dated December 10, 2018 to the Master Lease Agreement dated
December 10, 2018 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and COUNTY OF GLOUCESTER
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above

Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
62	YAMATRACK GPS SYSTEMS	See Attachment	NEW	PITMAN GOLF COURSE 501 PITMAN RD SEWELL, NJ 08080

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

COUNTY OF GLOUCESTER

as Lessee

By: _____

Name: _____

Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 120941

Date Prepared: 12/10/2018

COUNTY OF GLOUCESTER
2 S. BROAD ST.
WOODBURY, NJ 08096

Due Date	Quote No	Description	Amount Due
----------	----------	-------------	------------

120941	62 YAMATRACK GPS SYSTEMS for Municipal Lease Cars located at: PITMAN GOLF COURSE		
--------	---	--	--

04/1/2019	Payment	\$2,418.00
	Payment Tax	\$0.00

YOUR ACCOUNT BALANCE IS _____ **\$2,418.00**

Please return the bottom portion with your remittance. Include the lease number on your check. **FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.**



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 120941

Date Prepared: 12/10/2018

Payment for:

COUNTY OF GLOUCESTER
2 S. BROAD ST.
WOODBURY, NJ 08096

120941 1ber

Amount Paid

Date Paid

Check Number



County of Gloucester

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: County of Gloucester
EQUIPMENT SCHEDULE # 120941**

Initialed By:

Yield: 6.850%

Mon #	Due Date	Payment	Interest
1	04/01/19	2,418.00	271.09
2	05/01/19	2,418.00	263.56
3	06/01/19	2,418.00	256.00
4	07/01/19	2,418.00	248.40
5	08/01/19	2,418.00	240.76
6	09/01/19	2,418.00	233.07
7	10/01/19	2,418.00	225.34
8	11/01/19	2,418.00	217.58
9	12/01/19	2,418.00	209.77
10	01/01/20	2,418.00	201.92
11	02/01/20	2,418.00	194.02
12	03/01/20	2,418.00	186.09
13	04/01/20	2,418.00	178.11
14	05/01/20	2,418.00	170.09
15	06/01/20	2,418.00	162.03
16	07/01/20	2,418.00	153.92
17	08/01/20	2,418.00	145.77
18	09/01/20	2,418.00	137.57
19	10/01/20	2,418.00	129.34
20	11/01/20	2,418.00	121.05
21	12/01/20	2,418.00	112.73
22	01/01/21	2,418.00	104.36
23	02/01/21	2,418.00	95.94
24	03/01/21	2,418.00	87.48
25	04/01/21	2,418.00	78.97
26	05/01/21	2,418.00	70.42
27	06/01/21	2,418.00	61.82
28	07/01/21	2,418.00	53.18
29	08/01/21	2,418.00	44.49
30	09/01/21	2,418.00	35.75
31	10/01/21	2,418.00	26.97
32	11/01/21	2,418.00	18.14
33	12/01/21	2,418.00	9.26
	Totals:	79,794.00	4,744.97

**RESOLUTION AUTHORIZING A CONTRACT AND MAINTENANCE AGREEMENT
WITH CSI TECHNOLOGY GROUP FROM JANUARY 1, 2019 TO DECEMBER 31,
2019 IN AN AMOUNT NOT TO EXCEED \$51,051.41**

WHEREAS, the County of Gloucester (hereinafter "County") has the need for cloud hosting services and related server maintenance pertaining to proprietary InfoShare applications licensed to the County Prosecutor's office, and 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; and

WHEREAS, the County can obtain said cloud hosting services and server maintenance from CSI Technology Group of 330 Mac Lane, Keasbey, NJ 08832, from January 1, 2019 to December 31, 2019, in an amount not to exceed \$51,051.41 (comprised of \$21,051.41 allocated for Microsoft Azure cloud hosting services, and \$30,000.00 allocated for CSI server maintenance on the Microsoft Azure Government Cloud); and

WHEREAS, the contract is open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, a contract and relative documents between the County and CSI Technology Group for the hereinabove purpose, from January 1, 2019 to December 31, 2019 in a total amount not to exceed \$51,051.41; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 27, 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
CSI TECHNOLOGY GROUP**

THIS CONTRACT is made effective the 1st day of **January, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **CSI TECHNOLOGY GROUP**, with offices at 330 Mac Lane, Keasbey, NJ 08832, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has a need for cloud hosting services and maintenance services pertaining to proprietary InfoShare applications licensed to the County Prosecutor's Office, and 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; and

WHEREAS, the contract is being awarded consistent with provisions of the Gloucester County Administrative Code and N.J.S.A. 19:44A-20.4 et seq., with this Contractor having certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

TERMS OF AGREEMENT

1. **TERM**. The contract shall be for the period of one (1) year from January 1, 2019 to December 31, 2019.
2. **COMPENSATION**. Contract shall be for a total amount not to exceed \$51,051.41 (comprised of \$21,051.41 allocated for Microsoft Azure cloud hosting services, and \$30,000.00 allocated for CSI server maintenance on the Microsoft Azure Government Cloud) as per Contractor's estimate attached hereto as Schedule A.

Contractor shall be paid in accordance with this Contract document within 30 days upon date of an invoice and a properly executed voucher. After approval by 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.

3. **DUTIES.** The specific duties of the Contractor shall be for cloud hosting services and server maintenance pertaining to the proprietary InfoShare applications licensed to the County Prosecutor's Office, as set forth in the 2019 Cloud Hosting and Maintenance Agreement submitted by the Contractor dated October 22, 2018, which is attached hereto as Schedule A, and incorporated herein and made a part of this Contract.

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

a. The Contractor 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.

b. The Contractor 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.

c. The Contractor 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.

d. The Contractor 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.

e. The Contractor 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 AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity 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 County a copy of its current license and permits required to operate in

the State of New Jersey, which license and permits 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 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.

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 the assignee shall arise, unless the County shall elect to accept and to 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 of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense

(specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County.

If Contractor is a member of a profession that 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.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party 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 provision 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 provision of this Contract.
14. **CHANGES.** This Contract may be modified by change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
15. **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.
16. **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.
17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
18. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
20. **CONTRACT PARTS.** This Contract consists of this Contract document, and the 2019 Cloud Hosting and Maintenance Agreement submitted by the Contractor dated October 22, 2018, which is attached hereto as Schedule A and incorporated herein. Should there occur a conflict as to in the documents identified above, then this Contract shall prevail.

THIS CONTRACT is effective as of the 1st day of January, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Board Clerk, pursuant to a Resolution of the said party of the first part 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:

CSI TECHNOLOGY GROUP

By: (print)
Title:



CSI TECHNOLOGY GROUP

Premier Software Solutions for eGovernment

**2019 Cloud Hosting & Maintenance
Agreement
Microsoft Azure Cloud**

Prepared By: Richard Norcross, Executive Vice President
Account Manager: James Parent, Project Specialist
Last Update: October 22nd, 2018

Gloucester County Prosecutor's Office



10/22/2018
CSI Technology Group
330 Mac Lane, Keasbey, N.J. 08832
(732)346-0200

Cloud Hosting & Maintenance Agreement

Agreement between the Gloucester County Prosecutor's Office and CSI Technology Group for the acquisition of Cloud Hosting Services and Maintenance associated with those Cloud Hosting Services for the InfoShare™ applications licensed to the Gloucester County Prosecutor's Office and provided by CSI Technology Group.

1. The Gloucester County Prosecutor's Office (GCPO) authorizes CSI Technology Group (CSI) to lease and manage space on the Microsoft Azure Government Cloud (Cloud) for the purposes of deploying the InfoShare™ Base Engine and the following modules licensed to the Gloucester County Prosecutor's Office -
 - a. eProsecution Module
 - b. Investigation Module
 - c. Internal Affairs Module
 - d. Forfeiture Module
 - e. Domestic Violence Module
 - f. Intelligence Module
 - g. Evidence Module
 - h. Crime Scene Module
2. Additionally, the GCPO authorizes CSI to create outward facing portals (for public use) via the Microsoft Azure Government Cloud, to wit:
 - a. eDiscovery Portal
 - b. Victim Witness Portal
3. CSI Technology Group will contract directly with the Microsoft Azure Government Cloud Services and will be responsible for the following via the Microsoft Azure Government Cloud –
 - a. CSI will work with Microsoft Azure Government Cloud to ensure that adequate RAM and CORES are assigned to the project
 - b. Ensure that adequate space is reserved to coincide with the volume of Documents and other attached files for records management and eDiscovery that is provided by the GCPO.
 - c. Contract with Microsoft Azure Government Cloud Services for snapshot backups of the entire InfoShare™ System.
4. CSI will be contracted by the Gloucester County Prosecutor's Office for the maintenance of the Microsoft Azure Government Cloud Services for the maintenance of the servers on the Azure Cloud.
 - a. These services will be billed along with the annual maintenance and these services do NOT fall under the self-imposed maintenance cap put into effect by CSI Technology Group.

Cloud Hosting & Maintenance Agreement

- b. These maintenance services include –
 - i. Updates
 - 1. System (OS) level updates – windows patches, windows updates, windows security updates
 - 2. New package updates be installed within/in the last months.
 - 3. Other applications have been updated within/in the last months.
 - ii. Backups
 - 1. Daily SQL data backup
 - 2. Daily case documents backup
 - 3. Daily application backup
 - 4. Backups and restores be tested and confirmed to be working.
 - iii. Security
 - 1. Server access reviewed within the last months.
 - 2. Firewall rules reviewed in the last months.
 - 3. Confirm that server users must change passwords.
 - iv. Virus Protection
 - 1. Virus protection from application access and file/document upload
 - 2. Virus protection solution/software is up to date
 - 3. Virus definition file(s) updated daily
 - 4. Virus log checking
 - v. Monitoring
 - 1. Monitoring has been checked and confirmed as working correctly.
 - 2. Server performance monitoring
 - 3. CPU, Memory and Disk usage monitoring
 - 4. Hardware errors be checked in the last week.
 - vi. File system maintenance
 - 1. Unused applications have been removed in the last month.
 - 2. Disk integrity checked in the last month.
 - 3. Disk optimize checked
 - vii. SQL Server Maintenance
 - 1. Database integrity checking weekly
 - 2. Database Indexes rebuild monthly
 - 3. Transaction logs/databases shrinking
 - viii. Other general tasks
 - 1. Event logs and statistics be monitored daily or weekly.
 - 2. Check server reliability every week.
 - c. Maintenance Fees –
 - i. The cost for these maintenance services will be billed at \$2,500 per month (\$125 x 20 hours per month).
 - ii. In the unlikely event that there is a need to exceed the allotted time/amount, CSI will not do any work without the prior authorization of the GCPO and CSI will bill the County \$125 per hour.
 - d. CSI will provide the SSL Certificate for the Cloud hosted solutions.
5. CSI Technology Group will work with the GCPO Information Technology Department and/or their authorized representative to –

Cloud Hosting & Maintenance Agreement

- a. Transfer the Microsoft SQL licenses from the current Gloucester County infrastructure to the Microsoft Azure Cloud.
 - b. Create secure routes from the InfoShare™ Servers located on the Microsoft Azure Government Cloud to a County owned server located within the Information Technology infrastructure operated by the County of Gloucester for connecting to the NJSP CJIS Router for the purposes of connecting the Intelligence Module to the New Jersey Intelligence System. CSI recommends an intermediate switch/server be set up by the Gloucester County IT Department for this purpose as opposed to a direct connection to the CJIS Router.
 - c. Provide a site to site VPN connection to allow the InfoScan scanners on premises at the Gloucester County Prosecutor's Office to allow connectivity to InfoShare servers on the Microsoft Azure Cloud.
 - d. Provide a site to site VPN connection to allow for InfoShare to access the FTP Site on the Gloucester County Network where the New Jersey Administrative Office of the Courts delivers the Promis Gavel Interface data, ECDR data and FACTS¹ data.
6. Cost for the 2019 Cloud Services is attached in Schedule A.
- a. The total for the services listed above will be as follows (See Schedule A as well for further details):
 - i. \$21,051.41 for the Microsoft Azure Cloud Services
 - ii. \$30,000.00 for the CSI Technology Group Server Maintenance on the Microsoft Azure Cloud.
 - iii. **\$51,051.41 is the total amount** due for services provided in 2019.
 - iv. The term for these services is January 1st, 2019 to December 31st, 2019.
 - b. Gloucester County will issue Purchase Orders for invoicing on a quarterly basis for the invoicing/payment of the services contained in this agreement.
 - c. Gloucester County acknowledges that CSI Technology has no control over the prices that Microsoft charges for the Azure Storage.
 - d. Gloucester County further acknowledges that additional costs may be incurred by the County in the future if additional 'Azure' products are needed and/or the pricing offered by Microsoft changes.
 - i. The County agrees to incur these costs completely.
 - ii. Nothing additional will be contracted by CSI without prior authorization by the Gloucester County Prosecutor's Office.

¹ FACTS service is not in service as of this date.

Cloud Hosting & Maintenance Agreement

This Cloud Services Agreement is agreed to by –

Robert M. Damminger, Freeholder Director
County of Gloucester

Date: _____

William Yeh, President & CEO
CSI Technology Group

Date: _____

SCHEDULE A

Microsoft Azure Estimate

**Computer Square, Inc.**

330 MAC LANE, KEASBEY, NJ 08832 USA

TEL: (732)346-0200 FAX: (732)346-0209
<http://www.csitech.com>**ESTIMATE**

Date	Version #
10/18/2018	v1

Attention To
Office Manager Patricia Reid Gloucester County Prosecutor's Office P.O. BOX 623 Criminal Justice Complex WOODBURY, NJ 08096 Email: preid@co.gloucester.nj.us

From
Joe Britt CSI Technology Group 330 Mac Ln Keasbey, NJ 08832 Phone: (732) 346-0200

RE: Gloucester County Microsot Azure Services & CSI Server Maintenance Services

Line Item	Item	Description	QTY	Unit Price	Extension
01	Cloud Hosting Services	Cloud Hosting Services Prosecutor's Office Record Management Cloud Hosting Services - Cloud Hosting on Microsoft Azure Government Cloud For Period: 01/01/2019 - 12/31/2019	1	\$21,051.41	\$21,051.41
02	Maintenance-1	Annual Server Maintenance on Microsft Azure Cloud CSI to provide maintenices services as spelled out in the Scope of Work for the GCPO servers on the Microsoft Azure Government Cloud. This does not include maintenance of any servers on the physical Gloucester County network (if applicable)	1	\$30,000.00	\$30,000.00

Note:	Subtotal	\$51,051.41
	Sales Tax (0.0%)	\$0.00
	Total	\$51,051.41

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Computer Square Inc. dba CSE Technology Group
Signed: Joseph Britt Title: SR. Vice President
Print Name: Joseph Britt Date: 12/21/2018

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Computer Square, Inc. dba CSI Technology Group
Signed: Joseph Britt Title: Sr. Vice President
Print Name: Joseph Britt Date: 12/21/2018

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.
