

AGENDA

6:00 p.m. Wednesday, March 6, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from February 20, 2019.

PROCLAMATIONS

P-1 Proclamation Recognizing March 2019 as Developmental Disabilities Awareness Month (Jefferson) **to be presented**

P-2 Proclamation in honor of the 2018 Kingsway Regional High School Marching Band on being named Tournament of Bands Group IV Atlantic Coast Champions. (DiMarco) **(to be presented)**

P-3 Proclamation recognizing the Stigma-Free Campaign in Gloucester County (Jefferson) (to be presented at a later date)

P-4 Proclamation honoring Charles Gallagher for his outstanding service to the community. Gloucester County Chamber of Commerce Community Service Award 2019 (Simmons) (previously presented)

P-5 Proclamation honoring Nick Allen Gloucester County Chamber of Commerce Benjamin Griffith Young Executive Award 2019 (Simmons) (previously presented)

P-6 Proclamation honoring Michele L. Vallone Gloucester County Chamber of Commerce Community Service Award-Chamber Member of the Year 2019 (Simmons) (previously presented)

P-7 Proclamation honoring JR's Angels Gloucester County Chamber of Commerce Community Service Award-Non-profit of the year, 2019 (Simmons) (previously presented)

P-8 Proclamation honoring Marcy A. Bliss Gloucester County Chamber of Commerce Community Service Award-Business Person of the Year, 2019 (Simmons) (previously presented)

P-9 Proclamation honoring Kristi Howell Gloucester County Chamber of Commerce Community Service Award- Business Person of the Year, 2019(Simmons) (previously presented)

PUBLIC HEARING AND ADOPTION

PUBLIC HEARING AUTHORIZING THE ADOPTION OF AMENDMENTS TO THE OFFICIAL COUNTY MAP.

The preliminary 2019 Update of the Official Map is on file in the Gloucester County Department of Public Works, Planning Division, 1200 North Delsea Drive, Clayton, New Jersey 08312 and is available for inspection, during the hours of 8:30 a.m. to 4:30 p.m. Any interested party may comment therein prior to adoption of plan.

The County of Gloucester has jurisdiction of over 400 miles of highway. Due to the vastness of the county highway system, the Gloucester County Board of Freeholders adopted a master plan for the county in 1961, known today as the "Official Map." That map and updates establish right-of-way, roadway widths and specific function classifications for all county highways. Since the last adoption in 2009, there have been changes in Gloucester County's character and the county road network need to reflect current and future roadway functions and classifications. The map allows Gloucester County to define our expectations of county-owned roads. This update to the Gloucester County Official map will reflect not only the changes to the county highway system but will demonstrate the growth and success of Gloucester County.

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

DEPARTMENT OF ADMINISTRATION**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO****A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.**

The Plaintiff, SSN Ruchi Swedesboro, LLC v. Logan Township, Docket Numbers 002788-2017, 002282-2018, represented by Archer and Greiner, P.C., filed state tax appeals contesting the assessment on the subject property known as Block 2309, Lot 13; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-2 RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR \$36,190.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

The Gloucester County Office of Assessment has a need for licensing of digital aerial imaging software services known as ChangeFindr. The Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 25 Methodist Hill Drive, Rochester, NY 14623, from January 1, 2019 to December 31, 2019 for \$36,190.00. C.A.F. #19-01630 has been obtained to certify partial funds.

A-3 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION REGARDING THE ESTABLISHMENT AND MAINTENANCE OF THE GLOUCESTER COUNTY LIBRARY SYSTEM FOR THE YEAR 2019.

This Resolution will set forth the annual appropriation for the maintenance and upkeep of the County Library for the year 2019. In accordance with N.J.S.A. 40:33-9, the Board of Chosen Freeholders determines a sum sufficient for the establishment and, annually thereafter, for maintenance of the Library, with the sum certified by the Board of Chosen Freeholders to the County Board of Taxation. A tax amount is then apportioned among the municipalities receiving the benefits, and assessed, levied and collected in the manner provided by law for the maintenance of the Library.

A-4 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND OTHER APPLICABLE LAW, AUTHORIZING AND APPROVING THE ISSUANCE BY THE MONTGOMERY COUNTY HIGHER EDUCATION AND HEALTH AUTHORITY OF NOT MORE THAN \$550,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS REVENUE BONDS TO FINANCE A PROJECT UNDERTAKEN ON BEHALF OF THOMAS JEFFERSON UNIVERSITY, A PORTION OF WHICH IS LOCATED IN THE COUNTY; AND, AUTHORIZING AND APPROVING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

Thomas Jefferson University ("TJU") has made application to the Montgomery County Higher Education and Health Authority ("Authority") requesting they undertake a project and the Authority has authorized the issuance and sale of not-to-exceed \$550,000,000 aggregate principal amount of its tax-exempt or taxable revenue bonds ("Bonds"), pursuant to one or more trust indentures, to finance the costs of the project. A portion of the proceeds of the Bonds will be allocated to portions of the Project located within the geographic boundaries of Gloucester County. Pursuant to Section 147(f)(2)(E)(1) of the U.S. Code, in order for the Authority to issue its Bonds an "applicable elected representative" must approve the issuance of the Bonds, however the Authority does not have an "applicable elected representative" and does not have elected officials or officers and is not located in Gloucester County. Washington Township is the host community, and the County Freeholder Board is the next highest elected governmental body having jurisdiction, therefore constituting the "applicable elected representative" for purposes of obtaining approval of the Bonds pursuant to Section 147(f) of the Code. Adoption of this Resolution will provide said approval. The undertaking of this refinancing through the issuance of the Bonds will not be in any way a debt or liability to the County of Gloucester.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES****FREEHOLDER DIMARCO
FREEHOLDER LAVENDER****B-1 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT TO REFLECT CHANGE OF COMPANY NAME.**

This Resolution is authorizing an amendment to contract to reflect change of company name. On January 20, 2015, the County authorized a contract in an amount not to exceed \$300,000.00, from January 1, 2016 to December 31, 2020 with ACS Enterprise Solutions, Inc. The County received correspondence from the Conduent Account Team stating the company, ACS Enterprise Solutions, Inc., is now known as Conduent Inc., also known as Conduent Enterprise Solutions, LLC. On June 7, 2017, the County authorized an amendment to the contract to reflect a change of company name, the legal company name is Conduent Enterprise Solutions, LLC. On January 29, 2019, the County received correspondence from Avenu Insights & Analytics, LLC stating the company acquired Conduent Enterprise Solutions, LLC. It is necessary to amend the contract to reflect the legal name of the company, Avenu Insights & Analytics, LLC.

B-2 RESOLUTION ACCEPTING FUNDS REGARDING THE CHILD ADVOCACY DEVELOPMENT GRANT IN THE AMOUNT OF \$262,883.00.

This Resolution authorizes acceptance of the Child Advocacy Center Development Grant for capital funding in the amount of \$262,883.00, to be used to extend the lease on the existing Child Advocacy Center (47 Cooper Street, 1st Floor) by 18 months at \$3,000 per month, and to allow for expansion of services via lease of office space on the upper floor (45 Cooper Street). This will be a five (5) year lease at \$2,000 per month, with the intention of extending the lease on the 1st floor by 18 months so that both leases would run concurrent. The new Special Victims Unit of the Gloucester County Prosecutor's Office would be housed at the expanded location, which would significantly affect the services provided to children and their families by creating a physically and psychologically safe environment.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CME ASSOCIATES, CONSULTING AND MUNICIPAL ENGINEERS.

This Resolution authorizes an amendment to the contract with CME Associates, Consulting and Municipal Engineers to increase the contract in an amount not to exceed \$4,340.86, resulting in a total contract amount not to exceed \$53,311.56. This increase is necessary due to additional services for resurfacing and safety improvements to Coles Mill Road (CR 538) from Williamstown Road (CR 612) to the Black Horse Pike (Route US 322) in the Townships of Franklin and Monroe, known as Engineering Project #17-03SA.

C-2 RESOLUTION REVISING THE SPEED LIMIT ON COUNTY ROUTE 555, TUCKAHOE/MAIN ROAD IN THE TOWNSHIPS OF FRANKLIN, MONROE, AND WASHINGTON.

This Resolution will establish the speed limit on County Route 555 in the Townships of Franklin, Monroe, and Washington, in the interest of safety. The speed limit is revised as a result of a study by the County Office of Engineering to include a school speed zone at Our Lady of Mercy Academy near Catawba Avenue in Franklin Township.

**DEPARTMENT OF PUBLIC SAFETY &
VETERANS AFFAIRS**

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2019 TO FEBRUARY 28, 2020, IN AN AMOUNT NOT TO EXCEED \$60,000.00.

As part of the regional EMS services program the County is required to have a medical director. RFP# 019-024 was prepared and it is recommended the contract be awarded to Cooper University Hospital, Division of EMS/Disaster Medicine with an address of 1 Cooper Plaza, Keleman 152, Camden, New Jersey 08103. This contract is for an amount not to exceed \$60,000.00, from March 1, 2019 to February 28, 2020.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT WITH CUMBERLAND COUNTY JITNEY, LLC.

The County awarded a two year contract to Cumberland County Jitney, LLC on January 23, 2019, per RFP #18-070, for bus transportation of eligible residents to and from dialysis treatment. The County and Cumberland County Jitney, LLC subsequently came to an agreement to terminate the contract because the Contractor is unable to fulfill all of the requirements set forth in the specifications.

F-2 RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY SOFTWARE FROM APRIL 1, 2019 TO MARCH 31, 2020 FOR \$79,179.43.

This Resolution authorizes execution of a license maintenance agreement with Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, NJ 08869, to provide service and maintenance of proprietary software for the Division of Social Services (i.e., ABACUS, AOSS Card Registration) in the total amount of \$79,179.43 from April 1, 2019 to March 31, 2020. This is proprietary software as per N.J.S.A. 40A:11-5(1)(dd). CAF#19-01387 has been obtained to certify funds.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY WARD E. EACHUS FOR \$1,319,763.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of South Harrison, known as Block 56, Lot 5, consisting of 95.635 acres, owned by Ward Eachus, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$13,800.00.00 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 \$3,000.00 for Mark Hanson Organization and \$3,100.00 for Steven Bartelt. The property is contiguous to more than 100-acres of previously preserved farmland and is in close proximity to more than 1,000-acres of previously preserved farmland and open space. CAF #19-01490 has been obtained to certify funds.

Old Business

New Business

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

Adjournment

Time:

MINUTES

6:00 p.m. Wednesday, February 20, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

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

Changes to the Agenda

Approval of the regular meeting minutes from February 6, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

51697 Proclamation in honor of the 2018 Kingsway Regional High School Marching Band on being named Tournament of Bands Group IV Atlantic Coast Champions. (DiMarco) (Postponed due to weather)

51698 Proclamation in recognition of Brett Dolgos Private First Class United States Army. (Christy) (previously presented).

PUBLIC HEARING AND ADOPTION

51699 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

Final adoption of this Resolution will allow the County to use 3.5% in calculating its budget cap, and allow the County to "bank" or use in future years any amounts not needed in 2019. This was introduced at the February 6, 2019 Freeholder Meeting.

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

ADOPT

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

INTRODUCTION OF 2019 BUDGET

51700 RESOLUTION FOR THE INTRODUCTION OF THE ANNUAL BUDGET OF THE COUNTY OF GLOUCESTER FOR FISCAL YEAR 2019.

This Resolution introduces the 2019 County budget, and schedules a public hearing on the budget for Wednesday, March 20, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

INTRODUCTION OF BOND ORDINANCE

51701 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$48,450,719 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$36,992,972; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

Introduction of this Bond Ordinance authorizes the issuance of \$36,992,972 in bonds or bond anticipation notes to finance the acquisition of various capital equipment, and the completion of various capital improvements. A public hearing on the bond ordinance is scheduled for Wednesday, March 20, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

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 DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

51702 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51703 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51704 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR RELEASE OF COLLATERAL WITH PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51705 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND ADMINISTRATIVE CODE SECTION PER-6.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51706 RESOLUTION APPOINTING A FIRE MARSHAL FOR THE COUNTY OF GLOUCESTER.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51707 RESOLUTION APPOINTING A MEMBER TO THE NEW JERSEY PINELANDS COMMISSION.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51708 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, WILLIAM BREWER, CLAIM PETITION #2010-6744.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

51709 RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE WITH AP PLUMBING & HEATING SUPPLY, LLC FROM MARCH 4, 2019 TO MARCH 3, 2021 IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51710 RESOLUTION AUTHORIZING A CONTRACT WITH PATRIOT ROOFING, INC. FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2021 IN AN AMOUNT NOT TO EXCEED \$400,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51711 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51712 RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE WITH FLEET ANALYTICS, LLC FROM FEBRUARY 2, 2019 TO FEBRUARY 1, 2021 IN AN AMOUNT NOT TO EXCEED \$43,200.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51713 RESOLUTION AUTHORIZING A CONTRACT WITH DEER CARCASS REMOVAL SERVICE, LLC FROM FEBRUARY 4, 2019 TO FEBRUARY 3, 2021 IN AN AMOUNT NOT TO EXCEED \$31,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51714 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH PENNONI ASSOCIATES, INC.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy		X	X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51715 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH ALIANO BROTHERS GENERAL CONTRACTORS, INC.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy					X	
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

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

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

51716 RESOLUTION AUTHORIZING THE RENEWAL OF SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE CITY OF WOODBURY.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51717 RESOLUTION AUTHORIZING A CONTRACT WITH VALUE ADDED VOICE SOLUTIONS, LLC, FROM JANUARY 1, 2019 TO DECEMBER 31, 2019, FOR \$43,396.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: _____

51718 RESOLUTION AUTHORIZING A CONTRACT WITH PROPHOENIX CORPORATION, FOR \$190,221.41.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51719 RESOLUTION AUTHORIZING A CONTRACT WITH EVERBRIDGE, INC., FOR A TOTAL CONTRACT AMOUNT OF \$49,012.00, FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51720 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ACTION UNIFORM CO., LLC, FROM FEBRUARY 3, 2019 TO FEBRUARY 2, 2022, IN AN AMOUNT NOT TO EXCEED \$180,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

51721 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender					X	
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51722 RESOLUTION AUTHORIZING A PROJECT AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE CORIELL INSTITUTE FOR MEDICAL RESEARCH.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons					X	
Director Damminger			X			

Comments: N/A

51723 RESOLUTION AMENDING THE CONTRACT WITH THE WOUNDED HEALER, INC. D/B/A MY FRIEND'S HOUSE TO DECREASE THE CONTRACT BY \$10,000.00, RESULTING IN A TOTAL AMOUNT NOT TO EXCEED \$18,100.00, THROUGH DECEMBER 31, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51724 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION GRANT FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 IN THE AMOUNT OF \$8,799.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender					X	
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51725 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA ADMINISTRATION GRANT FOR THE PROGRAM YEAR 2019 FOR \$5,626.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy			X			
Freeholder Jefferson	X		X			
Freeholder Lavender					X	
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

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

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy			X			
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Time: 6:17

Gloucester County

Board of Chosen Freeholders Proclamation

~RECOGNIZING~

March 2019

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Gloucester County, NJ

WHEREAS, all Americans are entitled to have access to community services, individualized supports and other forms of assistance that promote self-determination, independence, productivity and inclusion; and

WHEREAS, it is estimated that 4.8 million people in the U.S. are living with intellectual or developmental disabilities and approximately 200,000 of these individuals live and work in the state of New Jersey; and

WHEREAS, the observance of Developmental Disabilities Awareness Month has been recognized nationally since 1987 when the American people were encouraged to build understanding and provide new opportunities for individuals in the U.S. living with intellectual or developmental disabilities; and

WHEREAS, individuals with developmental disabilities are capable and creative and every person, regardless of ability, has valuable strengths, infinite capacity to learn and the potential to make important contributions within their communities; and

WHEREAS, public awareness and education enhance a community's understanding of the issues affecting people with developmental disabilities; and

WHEREAS, the Board of Chosen Freeholders recognizes and appreciates the organizations such as The Arc Gloucester in their focus on community inclusion for individuals with intellectual and other developmental disabilities. It is through their day habilitation and work programs, including community employment, that individuals with disabilities can live happy and productive lives; and

WHEREAS, we honor The Arc Gloucester, celebrating over 60 years of service to the residents of Gloucester County, dedicated to making a difference and improving the quality of life for individuals with intellectual and developmental disabilities and their families in Gloucester County.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize March 2019 as Developmental Disabilities Awareness Month in Gloucester County and encourage the citizens of Gloucester County to give their full support to the efforts empowering people with developmental disabilities to live full and productive lives of inclusion in our communities.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 6th day of March, 2019.

Robert M. Damming
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie Burns Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

Kingsway Regional High School Marching Band
2018 Atlantic Coast Champions ~ Tournament of Bands Group IV A Class
October 27, 2018

WHEREAS, the Tournament of Bands is one of the largest competitive band organizations in the country, founded in 1972 by the National Judges Association. The Tournament has over 400 active schools and organizations; and

WHEREAS, the Kingsway Regional High School Marching Band is the largest band in the school's history with 97 members, due in part to the inclusion of eighth graders. The band size this year placed Kingsway in Group IV, the largest size in the Tournament of Bands circuit and the only band in the South Jersey region within this group; and

WHEREAS, the Tournament of Bands dictates that all bands must attend a minimum of two local competitions to qualify for the Regional Championships. After their performance at Regionals, the band qualified to compete in the Atlantic Coast Championships; and

WHEREAS, on October 27, 2018, the Kingsway Regional High School Marching Band attended the Atlantic Coast Championships with top bands from a nine state region and placed first to become the 2018 Atlantic Coast Champions, Tournament Of Bands Group IV A Class; and

WHEREAS, the Kingsway Regional High School Marching Bands' production entitled "The Bride of Frankenstein" was a huge success. The band took first place of the four bands competing in this largest group size, with a season high score of 91.365. The band also won awards for Best Music, Best Percussion and Best Color Guard under the guidance of Joe Henderson, the Band Director.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize and congratulate the Kingsway Regional High School Marching Band on winning the 2018 Atlantic Coast Championship, Tournament of Bands Group IV A Class.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of February, 2019.

[Signature]
Frank J. DiMarco
Freeholder Deputy Director

[Signature]
Robert M. Damminger
Freeholder Director

[Signature]
Lyman Barnes
Freeholder

[Signature]
Daniel Christy
Freeholder

[Signature]
James B. Jefferson
Freeholder

[Signature]
James J. Lavender, Ed.D.
Freeholder

[Signature]
Heather Simmons
Freeholder

Attest:
[Signature]
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders Proclamation

Recognizing Stigma-Free Campaign Gloucester County, New Jersey

WHEREAS, the Gloucester County Department of Health Division of Human and Disability Services supports the designation of Stigma-Free Zones in every municipality to raise awareness of the disease of mental illness and substance use disorders, and;

WHEREAS, the Gloucester County Mental Health Board and Gloucester County Addictions Task Force acknowledge the negative impact stigma has on our community and have come together to address this problem by developing a Stigma-Free Campaign, and

WHEREAS, the National Institute of Mental Health reports that 1 in 4 adults experiences mental illness in a given year and 1 in 17 adults live with a serious mental illness such as schizophrenia, major depression, or bipolar disorder. Also documented approximately 20% of youth ages 13 to 18 and 13% of youth ages 8 to 15 experience severe mental disorders in a given year, and;

WHEREAS, the National Institute of Mental Health reports that substance use disorders are mental illnesses because they change normal desires and priorities and effect one's ability to attend work or school and experience good relationships. It is reported that 20.2 million adults have a substance use disorder and 7.9 million have both a substance use disorder and other mental illness, and;

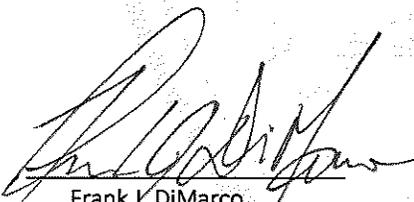
WHEREAS, the stigma associated with the disease of mental illness and substance use disorders is identified as the primary reason individuals fail to seek the help they need to recover from the disease, and;

WHEREAS, Stigma-Free Zones aim to inspire public interest and open dialogue about stigma thereby creating a culture wherein residents who have the disease of mental illness and substance use disorders feel supported by their community and feel free to seek treatment without fear, and;

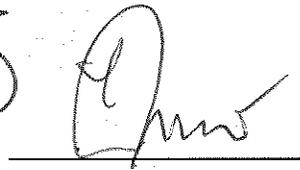
WHEREAS, establishing Stigma-Free Zones will raise awareness of resources and encourage residents to engage in care as soon as the need is identified so recovery can begin, hope is inspired and tragedies are avoided.

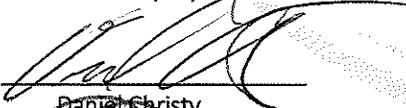
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons recognize and support the efforts of the County municipalities in designating their towns as a Stigma-Free Zone.

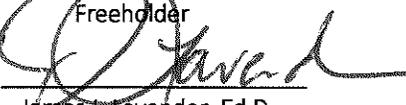
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of March, 2019.

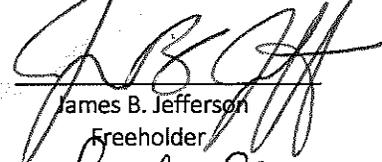

Frank J. DiMarco
Freeholder Deputy Director


Robert M. Damminger
Freeholder Director

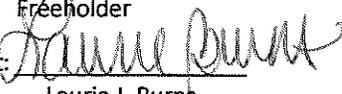

Lyman Barnes
Freeholder

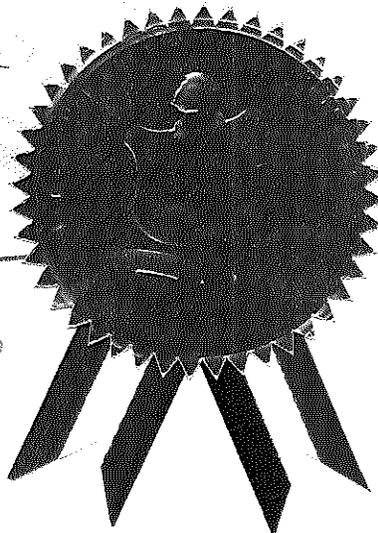

Daniel Christy
Freeholder


James J. Lavender, Ed.D
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~

CHARLES GALLAGHER

OUTSTANDING SERVICE TO THE COMMUNITY

GLOUCESTER COUNTY CHAMBER OF COMMERCE

COMMUNITY SERVICE AWARD

CITIZEN OF THE YEAR- 2019

WHEREAS, It is the desire of the Gloucester County Board of Chosen Freeholders to honor Charles Gallagher on being named Gloucester County Chamber of Commerce Citizen of the Year, 2019; and

WHEREAS, Charles Gallagher served with the Marine Corps in the Vietnam War where he was wounded in 1968, and retired honorably in 1969 for medical reasons. He has served as Treasurer of VFW Post 679 in Glassboro and is a very active member of the American Legion, South Jersey Vietnam Veterans Association, Military Order of the Purple Heart, Marine Corps League, POW/MIA Awareness and the Disabled American Veterans; and

WHEREAS, Charles Gallagher has continually put others ahead of himself, helping and assisting veterans and their families, and helping to manage the Glassboro VFW Post, making it a welcoming and beautiful place for fellow veterans of all wars to congregate and share their stories; and

WHEREAS, Charles Gallagher has worked with Gloucester County and surrounding area veterans as a Volunteer Accredited Claims Agent with the United States Department of Veterans Affairs, Office of the General Counsel at the Gloucester County Veterans Affairs Office, as well as with the People for People Veteran Resource Center. Charles has dedicated much of his life to advocating for veterans and their families, and has worked selflessly for many years towards that endeavor. He is a true hero not only on the battlefield, but in our community as well.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Charles Gallagher for being named Gloucester County Chamber of Commerce Citizen of the Year, 2019.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 2019.

Robert M. Damming
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D
Freeholder

Heather Simmons
Freeholder

ATTEST: Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~
NICK ALLEN

GLOUCESTER COUNTY CHAMBER OF COMMERCE
BENJAMIN GRIFFITH YOUNG EXECUTIVE AWARD-2019

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to honor Nick Allen on receiving the Gloucester County Chamber of Commerce Benjamin Griffith Young Executive Award-2019; and

WHEREAS, Nick Allen is being recognized by the Gloucester County Chamber of Commerce as the recipient of the Benjamin Griffith Young Executive Award, named in honor of the Chamber's long-time member and leader, Ben Griffith. This award recognizes a young executive who has created a lasting impression on the community; and

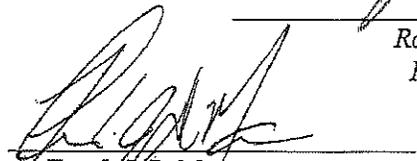
WHEREAS, Nick Allen was born and raised in South Jersey, and graduated from Cherokee High School in 2009. He earned a degree from George Mason University, where he was a Division 1 Baseball player. Following his 2013 graduation, he interned with the Philadelphia Soul Arena Football Team and then accepted a position with Sonitrol Security of the Delaware Valley; and

WHEREAS, Nick Allen exemplifies the energy and initiative of a young and upcoming executive, starting out in customer service before moving to his current position as sales and security consultant for Sonitrol. He has set an example of hard work and perseverance for his peers, and we congratulate him on receiving this award from the Gloucester County business community.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Nick Allen for being named Gloucester County Chamber of Commerce Benjamin Griffith Young Executive, 2019.

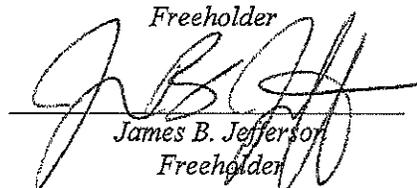
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 2019.

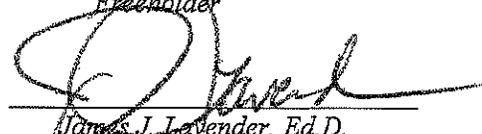

Robert M. Damming
Freeholder Director


Frank J. DiMarco
Freeholder Deputy Director

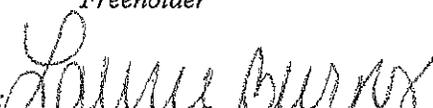

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~

MICHELE L. VALLONE

GLOUCESTER COUNTY CHAMBER OF COMMERCE

COMMUNITY SERVICE AWARD - CHAMBER MEMBER OF THE YEAR, 2019

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to honor Michele L. Vallone on being named Gloucester County Chamber of Commerce Chamber Member of the Year, 2019; and

WHEREAS, Michele L. Vallone was born in Philadelphia and raised by a family of entrepreneurs and medical professionals, laying the foundation for her career in business, marketing, banking and building relationships with commercial business in and around Gloucester County. She graduated from Temple University and currently serves as Vice President, Business Relationship Manager with Newfield National Bank; and

WHEREAS, Michele L. Vallone chairs the Harrison Township Economic Development Council and has served as President of the Harrison Township Historical Society, Past President and Treasurer of the Harrison Township Business Association, Past President, Secretary and Treasurer of the Mullica Hill Rotary Club and a committee member of the Ronald McDonald House in Camden. She is a member of the United Way's Women United Group and volunteers for March of Dimes, Multiple Sclerosis Society and Habitat for Humanity; and

WHEREAS, Michele L. Vallone always puts forth her best at being a wife, mother and a professional. As such, she earned the Gloucester County Women of Achievement Award, a leadership award from Pat Croce, past owner of the Philadelphia 76er's, along with multiple customer service and peer-to-peer leadership awards.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Dammingen, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Michele L. Vallone for being named Gloucester County Chamber of Commerce - Chamber Member of the Year, 2019.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 2019.

[Signature of Robert M. Dammingen]

Robert M. Dammingen
Freeholder Director

[Signature of Frank J. DiMarco]

Frank J. DiMarco
Freeholder Deputy Director

[Signature of Lyman Barnes]

Lyman Barnes
Freeholder

[Signature of Daniel Christy]

Daniel Christy
Freeholder

[Signature of James B. Jefferson]

James B. Jefferson
Freeholder

[Signature of James J. Lavender]

James J. Lavender, Ed.D.
Freeholder

[Signature of Heather Simmons]

Heather Simmons
Freeholder

ATTEST: [Signature of Laurie J. Burns]
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~ HONORING ~

JR'S ANGELS

GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD, NON-PROFIT OF THE YEAR, 2019

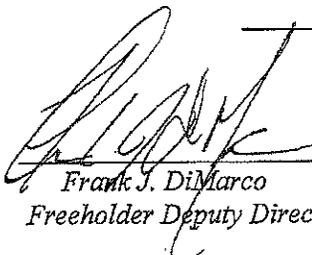
WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize JR's Angels for being named the Gloucester County Chamber of Commerce Community Service Non-Profit of the Year, 2019; and

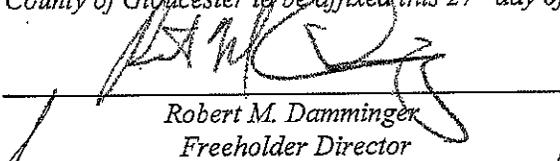
WHEREAS, JR's Angels is a non-profit organization founded in 2011 by the friends and family of John M. Rodak of Sewell, NJ, who was suddenly taken in the horrible tragedy that occurred at the World Trade Center on September 11, 2001. The outpouring of support from the community for the Rodak family during their time of grief allowed them to focus on healing and hope, thus spurring the formation of JR's Angels as a way to give assistance to communities, organizations and individuals in need; and

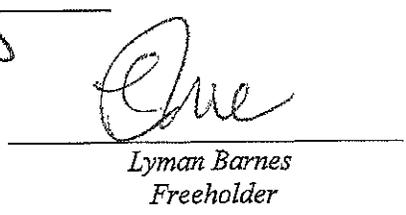
WHEREAS, JR's Angels hosts its annual Bowling Fundraiser on the last Saturday in April and since 2012 has raised over \$135,000.00, allowing them to assist families facing financial hardships, provide academic scholarships and contribute to other non-profit organizations in the memory of John M. Rodak. The events have been a tremendous success due to the donations from businesses and individuals just wanting to make a difference.

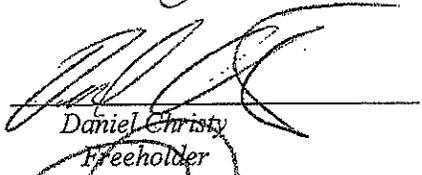
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize JR's Angels on being named Gloucester County Chamber of Commerce Community Service Award Non-Profit of the Year, 2019.

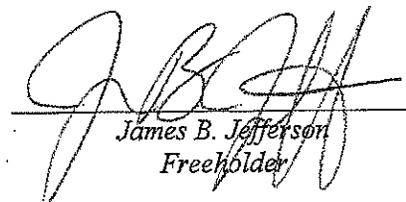
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 2019.

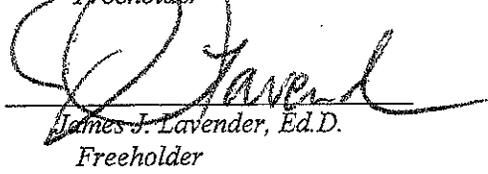

Frank J. DiMarco
Freeholder Deputy Director

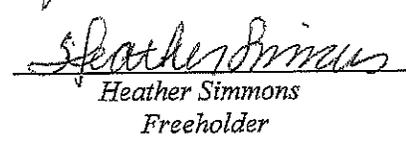

Robert M. Damminger
Freeholder Director

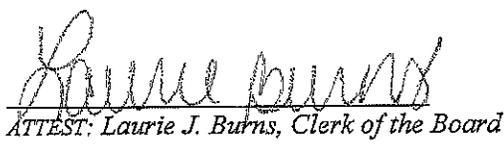

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder


ATTEST: Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~
MARCY A. BLISS

GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD - BUSINESS PERSON OF THE YEAR, 2019

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to honor Marcy Bliss on being named Gloucester County Chamber of Commerce Business Person of the Year, 2019 and

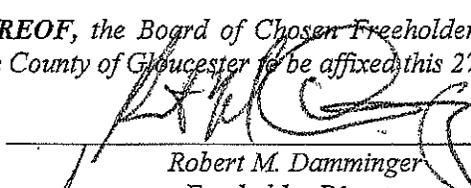
WHEREAS, Marcy Bliss is the President and CEO of Wedgewood Pharmacy, responsible for all aspects of the pharmacy operation. She established Wedgewood as the leading provider of compounded medication for veterinary use in the United States, growing from 200 New Jersey-based employees to over 500 nationwide, and Wedgewood was recognized as the 2017 Outstanding Employer by the New Jersey Business and Industry Association; and

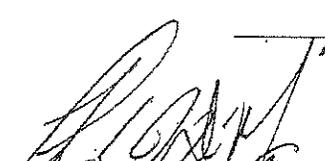
WHEREAS, formerly as the executive Vice President of Business Operations and Marketing, Marcy Bliss began her career as one of eight original employees of Wedgewood in 1999. As the leader of the company's public affairs, she is often seen on Capitol Hill, protecting patient and prescriber access to compounded medication. She is also a frequent speaker to professional groups on the subjects of compounding pharmaceuticals, marketing and public affairs; and

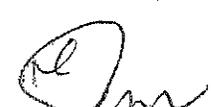
WHEREAS, Marcy Bliss extends her talents beyond her career as chair of the Board of Trustees of the Appel Farm Arts and Music Center, supporting their mission of changing lives through the arts. She also served on the board of directors of the Tobin Foundation for the Visually Impaired in Wilmington, DE.

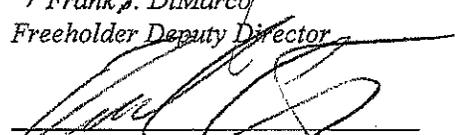
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Marcy Bliss for being named Gloucester County Chamber of Commerce Business Person of the Year, 2019.

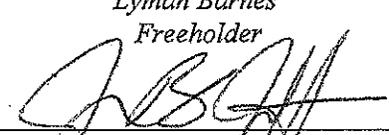
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 2019.


Robert M. Damming
Freeholder Director

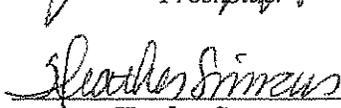

Frank J. DiMarco
Freeholder Deputy Director

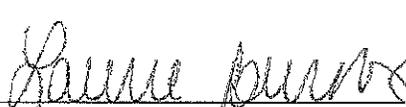

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

~HONORING~
KRISTI HOWELL

GLOUCESTER COUNTY CHAMBER OF COMMERCE
COMMUNITY SERVICE AWARD - BUSINESS PERSON OF THE YEAR, 2019

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to honor Kristi Howell on being named Gloucester County Chamber of Commerce Business Person of the Year, 2019; and

WHEREAS, Kristi Howell is the President and CEO of the Burlington County Chamber of Commerce, which has grown due to her attention to membership, programming, budgeting and staffing. Kristi has rebranded the chamber twice since 2003 and has brought the chamber into the future by forming new committees and programs; and

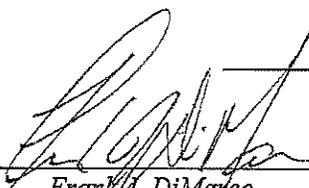
WHEREAS, Kristi Howell has expanded the Burlington County Chamber events from 20 networking and educational events to 60 annually including the Lunch N' Learn Series, State of the County Dinner, and the Women Business Conference, allowing the members to seek deeper connections with like-minded entrepreneurs. She also has fostered partnerships with many local businesses and organizations such as The Builder's League of South Jersey and the Gloucester County Chamber of Commerce. Under her leadership, the Chamber established a critically important relationship with Joint Base McGuire-Dix-Lakehurst which is the largest employer in Burlington County and second largest employer in the State of New Jersey; and

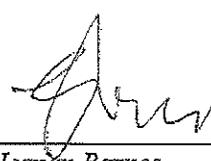
WHEREAS, Kristi Howell serves on numerous boards and committees including the American Cancer Society, Visit South Jersey, YMCA of the Pines and the Burlington County Institute of Technology District Advisory Council, and is a founding member of Chambers of Commerce for Business Growth, a state-wide coalition of regional and local chambers. Kristi demonstrates a true passion for fundraising and has chaired many events for various non-profit organizations. She was named an Outstanding Women of Burlington County and an SJ Magazine Women of Excellence-Leadership.

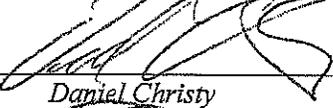
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize Kristi Howell for being named Gloucester County Chamber of Commerce Business Person of the Year, 2019.

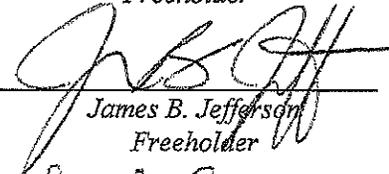
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 2019.


Robert M. Damming
Freeholder Director


Frank J. DiMarco
Freeholder Deputy Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder


James B. Jefferson
Freeholder


James J. Lavender, Ed.D.
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENTS TO THE
OFFICIAL COUNTY MAP**

WHEREAS, N.J.S.A. 40:27-5 provides that the Board of Chosen Freeholders in any County, after receiving the advice of the Gloucester County Planning Board, is empowered to adopt and establish and thereafter to change or add to an Official County Map; and

WHEREAS, in 1961, the Gloucester County Board of Chosen Freeholders adopted the "Official Map", establishing right-of-way widths and functional classifications for its County highway system of over 400 miles; and

WHEREAS, changes have been identified requiring that revisions and amendments be made to the Official County Map; and

WHEREAS, a draft of the update to the County's Official Map has been prepared incorporating the required revisions; and

WHEREAS, the Gloucester County Planning Board has reviewed the updated draft of the Official Map, and recommended to the Gloucester County Board of Chosen Freeholders the approval of the draft of the 2019 update to same; and

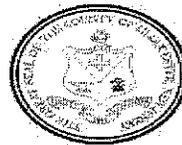
WHEREAS, the Gloucester County Board of Chosen Freeholders on March 6, 2019 at 6:00 p.m. conducted a public hearing at 1 North Broad, Courtroom 201, Woodbury, New Jersey 08096, to consider the adoption of the proposed revisions and amendments to the County's Official Map; and

WHEREAS, the Clerk of the Board in accordance with N.J.S.A. 40:27-5, has given notice of the said meeting time and place by one publication for each of three (3) successive weeks in a newspaper of general circulation in the County; and

WHEREAS, written notice has also been given by the County to the County Engineer, County Planning Board, County Parks and Recreation, and the Municipal Clerk and Secretary of the Planning Board of each Municipality in the County in accordance with N.J.S.A. 40:27-5.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders hereby authorizes the adoption of the revisions and amendments to the Gloucester County Official Map and the updated map shall now be the Official Map of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 6, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



Board of
Chosen Freeholders

County Of Gloucester
State of New Jersey

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Heather Simmons



Department of Public Works
Planning Division

Public Works Director
Vincent M. Voltaggio, P.E.

Charles Romick
County Planner

Office of Government
Services
1200 N. Delsea Drive
Clayton, NJ 08312

Phone: 856.307.6650
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856-307-6650)
Fax: 856.307.6656

Web:

www.co.gloucester.nj.us

New Jersey Relay Service -711
Gloucester County Relay Service
(TTY/TTD) – 856- 848-6616

County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of age, race, sex, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex in admission to, access to, or operations of its programs, services, activities or in its employment practices. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and provides special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the EEO office at (856) 384-6903 through the County's ADA Coordinator at (856) 384-6842/New Jersey Relay Service

GLOUCESTER COUNTY

2019 Update of the Official Map

Prepared by the Gloucester County Department of Public Works:
Planning and Engineering Divisions

THE GLOUCESTER COUNTY OFFICIAL MAP UPDATE WAS PARTIALLY
FUNDED UNDER A SUPPORTIVE REGIONAL HIGHWAY PLANNING
PROGRAM GRANT, FUNDED BY THE NEW JERSEY DEPARTMENT OF
TRANSPORTATION UNDER AN AGREEMENT BY AND BETWEEN
GLOUCESTER COUNTY AND THE DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

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List of Tables

Table 1.	Gloucester County Official Road Names & Descriptions: Proposed Right of Way and Roadway Widths
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Summary of Recommendations:

2018 Official Map Update

I. Maintain Existing Functional Classification Design Standards:

A. Arterial

- a. Right-of-Way Width: 88 feet
- b. Roadway Width: 68 feet

B. Collector

- a. Right-of-Way Width: 76 feet
- b. Roadway Width: 56 feet

C. Local Road

- a. Right-of-Way Width: 64 feet
- b. Roadway Width: 44 feet

II. Road Revisions to the Functional Classification System:

1. NJ State Route 45 Harrison Township, along NJ State Route 45, from the Mullica Hill Bypass 536A, north to Earlington Avenue is classified as ARTERIAL.
2. NJ State Route 45 Harrison Township, along NJ State Route 45, from Mullica Road along NJ State Route. 45, South to Church Street is classified as ARTERIAL.
3. CR 622, Ewan Road, in Elk Township CR 622 is removed due to a map error.
4. CR 606, East Avenue, Clayton Borough is removed from County Road System and transferred to municipal jurisdiction.
5. CR 643 Spur, Jessup-Mid-Atlantic Connector (Friars Blvd.), West Deptford Township is removed from County Road System and transferred to municipal jurisdiction.

New/Existing Roads Added to County Road System:

1. NEW County Road in Paulsboro and West Deptford, CR 656 Paradise Road is classified as COLLECTOR roadway.
2. NEW County Road in Deptford, CR 715A, College Drive extension is classified as a LOCAL roadway.
3. NEW County Road in Greenwich, CR 44, County Route 44 Truck Route is classified as a COLLECTOR roadway.
4. NEW County Road in Glassboro and Harrison, CR 641 Spur, Ellis Mill-322 Connector, is classified as an ARTERIAL roadway.

***Asterisk indicates an Urban Special Exception, i.e. a road where the proposed widths may be waived due to the built-up nature of the area and were the proposed widths are not feasible or implementable. On these roads, a more detailed project analysis will have to be performed and reviewed by the County Engineer and the Planning Board in order to determine the appropriate Right-of-Way and Roadway Widths. This list does not preclude other roads from being considered as an Urban Special Exception as a result of a determination by the County Engineer and the Planning Board.**

History & Purpose of Official Map

The County of Gloucester has jurisdiction of over 400 miles of highway. Due to the vastness of the county highway system, it was recognized by the Engineering Department and the Board of Chosen Freeholders, in the early 1960's that some form of highway management system or master plan was needed to guide the county and land developers as the county's population grew.

On May 18, 1961 the Gloucester County Board of Chosen Freeholders adopted a master plan for the county highway system, known today as the "Official Map." That map and future updates to the "Official Map" established right-of-way, roadway widths and specific function classifications for all county highways.

Since the adoption of the existing "Gloucester County Official Map for Highways" in 1961, extensive changes have taken place in the character of Gloucester County. The most recent amendment to this map was completed in 2009. Increasingly, farms are being replaced by industrial parks, shopping centers and large housing developments. Rural land is becoming suburban and urban land. Indicators like population and employment forecasts show dramatic growth will occur in Gloucester County and by 2035 the County will have grown by 35%, the highest growth rate in the Delaware Valley Region. These statistics provide strong support of the need to update the County Official Map. The Official Map is a useful planning tool when it is accurate and up to date.

Pieces of the county road network have changed in character and there is a need to reflect current and future roadway functions and classifications. This map allows Gloucester County to define our expectations of county-owned roads. As studies are being conducted to examine the feasibility of passenger rail-line transit in Gloucester County, which will undoubtedly place a heavier demand on the transportation network, it is important to formally adopt an official document that lays the framework for the county road system.

Since the 2009 update, several new roads have been added to the county highway system, while other roads previously on the county road system have been returned to the municipality. This update to the Gloucester County Official Map will reflect not only the changes to the county highway system but will demonstrate the growth and success of Gloucester County.

Functional Classification System

Roads function in different ways by serving varying trip lengths, different trip purposes, and varying traffic needs. The functional classification system plays a vital role in setting parameters for how each road is intended to function consistent with its design so that it does not fail from a capacity or safety standpoint. In this way, roads can be designed and improved to handle current and future traffic demand in a safe and efficient way.

Establishing the class of each county road by function is generally based on the following factors: Traffic volumes, existing design of roadway, spatial relationship to the other roads and major traffic generators, trip length, degree of accessibility versus mobility.

Functional Class Categories

A critical part of the update is a review of functional classifications assigned to our highways. Each highway was re-examined to determine what its function is, using the following criteria:

A. Arterials

- Link cities, towns and other major activity centers to form an integrated road network providing statewide and inter-county service.
- Designed to provide for relatively high travel speeds (mobility) with minimal interference to through movement (access).
- Serve highest traffic volume corridors and longest trip length.
- Carry major portions of trips entering and leaving urban area without penetration of identifiable neighborhoods.
- Connect with Interstate highways, state arterials, and national highways.

B. Collectors

- Link smaller towns and places to and from an integrated road network providing important intra-county travel corridors.
- Designed to provide moderate travel speeds (mobility) with some interference to through movement (access).
- Serve moderate traffic volume and shorter trip lengths than arterials.
- Distribute trips from arterials to local destinations and collects trips from local roads and channels it to arterials; may penetrate residential neighborhoods.

C. Local Roads

- Provide direct access to land and permit access to roads of a higher classification.
- Offer the lowest level of mobility.
- Serve lowest traffic volumes and shortest trip lengths.
- Service to through traffic is discouraged; may penetrate residential neighborhoods.

Gloucester County Proposed Official Map

Several steps were taken by Planning and Engineering staff prior to submission to the Board of Freeholders for formal approval. First, staff assessed each county road and reviewed appropriate right-of-way and determined roadway widths for each functional classification. Second, the functional classification of each county road was identified and designated. Finally, each county road was evaluated for conformance to the functional classification criteria. Through the evaluation process, we found that the County has adopted four new roads, over four miles of roadway, and the County returned two roads (1.46 Miles) to municipal jurisdiction. These identified changes were significant enough to warrant an update to the County Official Map.

Table 1 shows recommendations for the 2019 Gloucester County Official Map Update and the proposed rights-of-way and roadway widths for each county road in the system.

Table 1
County of Gloucester Official Map 2019

Route No.	Length in Miles	Name & Description	Proposed Right-of-Way (ft.)	Proposed Roadway Width (ft)	Classification
534	1.25	Cooper Street, Woodbury Line (East) to Route 706	88*	68*	Arterial
	2.95	Good Intent Road, Route 706 to Camden County Line	76	56	Collector
536	0.38	Williamstown-New Brooklyn Road, Main Street to US 322	64	44	Local Road
	2.42	Williamstown-New Brooklyn Road to US 322 to Marshall Mill Road	76	56	Collector
	0.38	Marshall Mill Road, Williamstown-New Brooklyn Road to Camden County Line	76	56	Collector
536/US 322	6.74	US Route 322 from CR 607 to Rte. 55 interchange	88*	68*	Arterial
	0.66	Church Street to Earlington Avenue	88	68	Arterial
	0.35	US 322, from formerly Whitney Avenue to Main Street	76	56	Collector
536A	1.50	Mullica Hill Bypass	88*	68*	Arterial
536 Bus. Alt.	1.33	Business Alternate Routes North and South	64	44	Local Road
536-Spur	1.50	Williamstown-Sicklerville Road	88	68	Arterial
538	0.25	Glen Echo Road, Woodbury-Auburn Road to Swedesboro-Monroeville Road	76	56	Collector
	15.43	Swedesboro-Franklinville Road, Swedesboro-Monroeville Road to NJ 47	88	68	Arterial
	8.64	Coles Mill Road	88	68	Arterial
544	1.85	Clements Bridge Road	88	68	Arterial
551	1.88	Broadway-Westville Road, NJ 47 to NJ 45	88*	68*	Arterial
	13.24	Kings Highway/Auburn Road, NJ 45	88	68	Arterial
553	1.82	Evergreen Avenue, Broadway-Westville Road to Woodbury-Glassboro Road	88*	68*	Arterial
	7.12	Woodbury-Glassboro Road	88*	68*	Arterial
	0.50	Mantua-Glassboro Road, Heston Road to Normal Boulevard	88*	68*	Arterial
	1.51	Main Street (Glassboro), Normal Boulevard to Route 628	88*	68*	Arterial
	5.38	Glassboro-Monroeville Road (Buck Road), Route 628 to Salem County Line	88	68	Arterial
553-Alt.	6.36	Broadway/Main Street, Heston Road to NJ 45	76*	56*	Collector
555	1.15	Tuckahoe Road, NJ 42 to Cross Keys Intersection	88	68	Arterial
	1.75	Tuckahoe Road, Cross Keys Intersection to US 322	88	68	Arterial
	5.50	Tuckahoe Road, US 322 to Marshall Mill Road	76	56	Collector
	1.25	Marshall Mill Road, Tuckahoe Road to Main-Lake Road	76	56	Collector
	5.53	Main Road	76	56	Collector
557	5.70	Tuckahoe Road, Marshall Mill Road to Atlantic County Line	76	56	Collector
581	4.55	Commissioners Road	76	56	Collector
601	2.20	Pedricktown-Center Square Road	76	56	Collector
602	5.63	Pedricktown-Harrisonville Road	64	44	Local Road
603	4.25	Barnsboro-Blackwood Road	76	56	Collector
	1.55	Center Street	76	56	Collector
	3.03	Breakneck Road	76	56	Collector
604	2.85	Monroeville Road	76	56	Collector
605	1.13	Kings Highway	76	56	Collector
	2.81	Woodstown Road	76	56	Collector
607	9.32	Tomlin Station Road	76	56	Collector
608	1.15	Clayton Road	64	44	Local Road

Table 1
County of Gloucester Official Map 2019

Route No.	Length in Miles	Name & Description	Proposed Right-of-Way (ft.)	Proposed Roadway Width (ft)	Classification
	0.85	Academy Street West	64	44	Local Road
609	7.80	Barnsboro-Elmer Road/Richwood Road	76	56	Collector
610	2.41	Aura Road/Academy Street	76	56	Collector
	6.03	Clayton-Williamstown Road	76	56	Collector
611	0.70	Dutch Mill Road (West Fork)	64	44	Local Road
612	1.75	Franklinville-Williamstown Road (Section 2)	64	44	Local Road
	0.48	Franklinville-Williamstown Road (Section 1)	64	44	Local Road
	2.83	Corkery Lane	64	44	Local Road
613	2.38	Porchtown Road-Franklinville Road	76	56	Collector
614	2.30	Davidson Road-Russell Mill Road	64	44	Local Road
615	1.13	Malaga Park Road, NJ 47 to US 40	64	44	Local Road
	2.72	Old Harding Highway/West Boulevard, US 50 to Cumberland County Line	76	56	Collector
616	0.65	Harrisonville Way-Ferrel Road	64	44	Local Road
617	3.40	Harrisonville-Mullica Hill Road/Woodstown-Harrisonville Road	64	44	Local Road
618	3.85	Richwood Road-Harrisonville Road	64	44	Local Road
619	5.25	Whig Lane: Union Street	76	56	Collector
620	2.65	Kings Highway	76	56	Collector
	5.70	Center Square Road	88	68	Arterial
621	1.65	Almonesson Road, NJ 47 to NJ Turnpike	76	56	Collector
	2.13	Almonesson Road, NJ Turnpike to Woodbury-Almonesson Road	88	68	Arterial
	2.32	New Jersey Avenue/Woodbury-Turnersville Road	76	56	Collector
622	1.27	Ewan Road	64	44	Local Road
623	6.10	Mullica Hill/Aura Road/Ewan-Aura Road	64	44	Local Road
624	4.15	Pitman Road, NJ 45 to Lambs Road	76	56	Collector
	2.08	Holly Avenue, Lambs Road to NJ 47	76	56	Collector
625	0.27	Barnsboro Road-Pitman Road CR 609 to CR 624	76	56	Collector
626	2.21	Heritage Road	64	44	Local Road
627	2.50	Jackson Road, Route 45 to CR 624	64	44	Local Road
628	0.65	Sewell Street	64	44	Local Road
629	0.40	New Street	64	44	Local Road
630	4.35	Egg Harbor Road	88	68	Arterial
CR44 Truck	0.634	Dupont Access Road	76	56	Collector
632	1.400	Mantua Avenue/Wenonah Avenue/Mantua Boulevard	76	56	Collector
	1.000	Berkley Road, NJ 45 to CR 678	76	56	Collector
633	0.600	Blue Bell Road, Virginia Avenue to CR 612 Corkery Lane	64	44	Local Road
	2.470	Blue Bell Road, CR 612 to CR 659	76	56	Collector
634	3.200	Fish Pond Road/Focer Street	76	56	Collector
635	3.27	Hurffville-Grenloch Road	76	56	Collector
	3.68	Lambs Road	76	56	Collector
636	0.52	Clayton Avenue	64	44	Local Road

Table 1
County of Gloucester Official Map 2019

Route No.	Length in Miles	Name & Description	Proposed Right-of-Way (ft.)	Proposed Roadway Width (ft)	Classification
637	2.70	Academy Street-Fairview Road	64	44	Local Road
638	0.95	Columbia Boulevard	64	44	Local Road
639	0.90	Pitman Avenue	64	44	Local Road
	2.39	Chapel Heights Road	76	56	Collector
	0.40	Gantown Road, CR 654 to CR 630	88	68	Arterial
	1.41	Gantown Road, CR 630 to NJ 42	76	56	Collector
640	1.16	Delaware Street, Woodbury Line (West) to CR 643 (Grove Street)	76*	56*	Collector
641	0.49	Ellis Street	76*	56*	Collector
	2.10	Ellis Street	88	68	Arterial
641 Spur	3.41	Ellis Mill Road, CR 667 to NJ 77	76	56	Collector
642	1.74	Ellis Mill-322 Connector	88	68	Arterial
643	2.82	Hessian Avenue	76	56	Collector
644	4.19	Grove Road	76	56	Collector
	2.68	Redbank Avenue, Second Street to Tatum Street	76	56	Collector
	0.90	Cedar Avenue, Township Line to NJ 47 (North)	76	56	Collector
645	0.70	Cedar Avenue, NJ 47 to Almonesson Road	64	44	Local Road
646	1.20	Woody Hannold Road (Caulfield Avenue)	64	44	Local Road
647	0.40	Deptford Avenue	76	56	Collector
648	2.03	Fox Run Road/Bankbridge Road	64	44	Local Road
649	1.88	Ogden Station Road	64	44	Local Road
650	0.45	Barber Avenue South, CR 663 to CR 650	64	44	Local Road
651	0.50	Evergreen Avenue, Woodbury-Glassboro Road to NJ 45 South	88	68	Arterial
652	5.08	Greentree Road	88	68	Arterial
653	0.75	Elm Avenue	76	56	Collector
	1.25	Billingsport Road	76	56	Collector
	6.35	Paulsboro-Swedesboro Road	76	56	Collector
654	1.80	Hurffville-Cross Keys Road, NJ 47 to CR 651	76	56	Collector
	3.55	Hurffville-Cross Keys Road, CR 651 to Cross Keys Intersection	88	68	Arterial
655	2.60	Main Street, Cross Keys Intersection to US 322	76	56	Collector
	6.55	Fries Mill Road, NJ 42 to CR 610	88	68	Arterial
656	3.70	Fries Mill Road to NJ 47	64	44	Local Road
	3.74	Mantua Grove Road/Parkville Station Road	76	56	Collector
657	1.28	Paradise Road, State Rte. 44 to Paulsboro Port	76	56	Collector
658	0.90	Blackwood Avenue Road to NJ 47	64	44	Local Road
	4.08	Pitman-Downer Road	76	56	Collector
659	6.28	Marshall Mill Road/Malaga Road, Main Road to Williamstown-New Brooklyn Road	76	56	Collector
660	1.41	Jessup Road	64	44	Local Road
661	0.60	Catawba Avenue	64	44	Local Road
	0.85	Madison Avenue (Newfield)	64	44	Local Road
662	4.95	High Hill Road	76	56	Collector

Table 1
County of Gloucester Official Map 2019

Route No.	Length in Miles	Name & Description	Proposed Right-of-Way (ft.)	Proposed Roadway Width (ft)	Classification
663	0.80	Barber Avenue, NJ 45 to CR 563	64	44	Local Road
	2.00	Egg Harbor Road	76	56	Collector
	2.30	Tanyard Road	76	56	Collector
664	4.26	Wolfert Station Road	64	44	Local Road
667	5.41	Cohawkin Road	76	56	Collector
	2.45	Cedar Road	76	56	Collector
	5.77	Richwood-Aura Road	76	56	Collector
668	2.00	Swedesboro-Harrisonville Road, Davidson Road to Pedricktown-Harrisonville Road	64	44	Local Road
	1.95	Swedesboro-Harrisonville Road, Davidson Road to CR 617	64	44	Local Road
669	1.50	Stone Meeting House Road	64	44	Local Road
670	1.40	Hendrickson Mill Road	64	44	Local Road
671	2.62	Oak Grove Road	64	44	Local Road
671	1.43	Locke Avenue	64	44	Local Road
672	0.70	Pancoast Road	64	44	Local Road
673	2.00	Cedar Road	64	44	Local Road
	3.81	Democrat Road	76	56	Collector
676	0.10	Mantua Boulevard, NJ 45 to Main Street	76	56	Collector
	3.20	Mantua Boulevard, CR 563A to Woodbury-Glassboro Road	76	56	Collector
678	4.45	Berkley Road/Mantua Road, NJ 44 to Bamsboro-Mount Royal Road	88	68	Collector
	2.20	Bamsboro-Mount Royal Road	88	68	Arterial
680	2.80	Harmony Road	88	68	Arterial
682	2.33	Carpenter Street	76	56	Collector
684	3.75	Repaupo Station Road	64	44	Local Road
689	4.02	Glassboro-Crosskeys Road	64	44	Local Road
	1.20	Berlin-Crosskeys Road	88	68	Arterial
694	0.25	Lake Avenue, CR 551 to Swedesboro-Monroeville Road	88	68	Arterial
	7.30	Monroeville Road, Franklinville Road to Salem County Line	64	44	Local Road
705	1.25	Lakeland-Turnersville Road	76	56	Collector
706	1.60	Cooper Street, CR 534 to Camden County Line	76	56	Collector
707	0.25	County Institution Road (Shady Lane Blvd.)	88	68	Arterial
708	0.40	Railroad Avenue (Cooper Street to South Barber Avenue)	64	44	Local Road
709	0.10	Norris Street between Mantua Boulevard & Main Street (553A)	64	44	Local Road
710	0.13	Crown Point Road	64	44	Local Road
711	0.30	Battlefield Drive	64	44	Local Road
715	0.49	Salina Road	64	44	Local Road
715A	0.36	College Drive Extension	64	44	Local Road

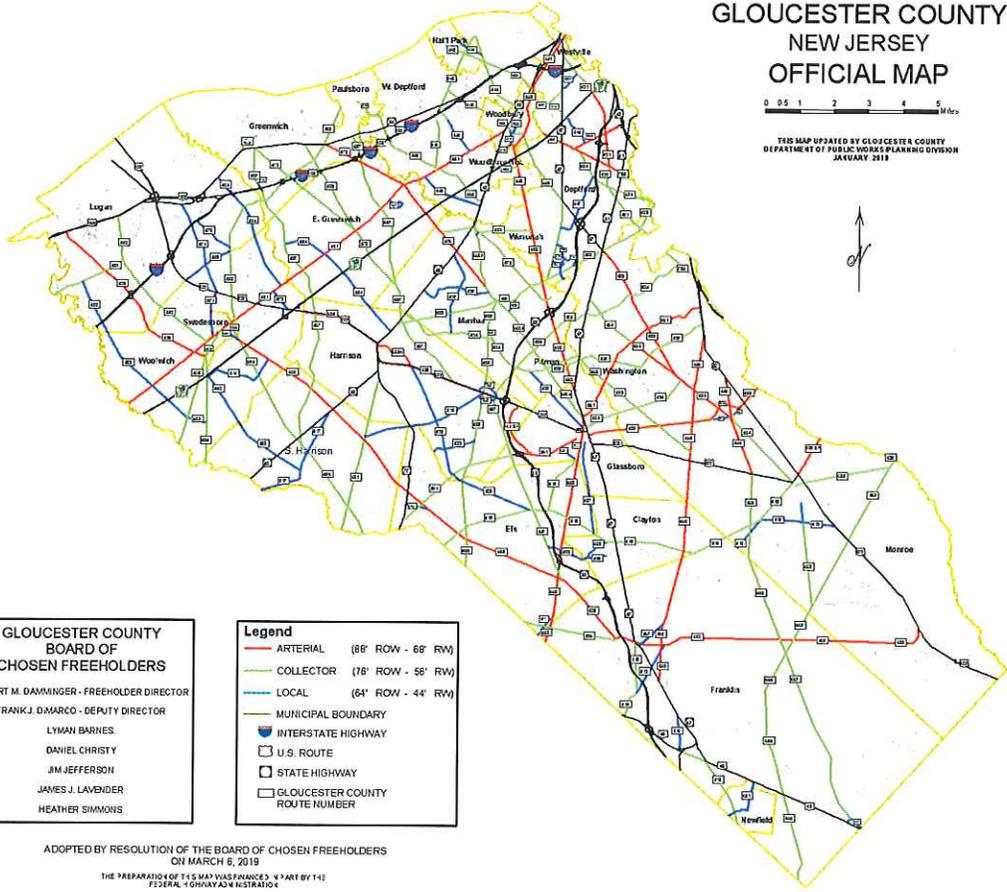
Table 1
 County of Gloucester Official Map 2019

Route No.	Length in Miles	Name & Description	Proposed Right-of-Way (ft.)	Proposed Roadway Width (ft)	Classification
<p>*Asterisk indicates and Urban Special Exception, i.e. a road where the proposed widths may be waived due to the built-up nature of the area and where the proposed widths are not feasible or implementable. On these roads, a more detailed project analysis will have to be performed and reviewed by the County Engineer and the Planning Board in order to determine the appropriate Right-of-Way and Roadway Widths. This list does not preclude other roads from being considered as an Urban Special Exception as a result of a determination by the County Engineer and the Planning Board.</p>					

GLOUCESTER COUNTY NEW JERSEY OFFICIAL MAP



THIS MAP UPDATED BY GLOUCESTER COUNTY
DEPARTMENT OF PUBLIC WORKS/PLANNING DIVISION
JANUARY 2019



**GLOUCESTER COUNTY
BOARD OF
CHOSEN FREEHOLDERS**
ROBERT M. DAMMINGER - FREEHOLDER DIRECTOR
FRANK J. DIMARCO - DEPUTY DIRECTOR
LYMAN BARNES
DANIEL CHRISTY
JIM JEFFERSON
JAMES J. LAVENDER
HEATHER SIMMONS

Legend	
	ARTERIAL (86' ROW - 66' R/W)
	COLLECTOR (78' ROW - 58' R/W)
	LOCAL (64' ROW - 44' R/W)
	MUNICIPAL BOUNDARY
	INTERSTATE HIGHWAY
	U.S. ROUTE
	STATE HIGHWAY
	GLOUCESTER COUNTY ROUTE NUMBER

ADOPTED BY RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS
ON MARCH 6, 2019
THE PREPARATION OF THIS MAP WAS FINANCED IN PART BY THE
FEDERAL HIGHWAY ADMINISTRATION

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

WHEREAS, the Plaintiff, SSN Ruchi Swedesboro, LLC v. Logan Township, Docket Numbers 002788-2017, 002282-2018, represented by Archer and Greiner, P.C., filed state tax appeals contesting the assessment on the subject property known as Block 2309, Lot 13; and

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

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

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

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

Block 2309, Lot 13 SSN Ruchi Swedesboro, LLC v. Logan Township:

Tax Year	Original Assessment	Requested Tax Court Judgment
2017	\$9,700,000	\$8,900,000
2018	\$8,900,000	\$8,900,000
2019	\$8,900,000	\$8,200,000

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 6, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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

SSN RUCHI SWEDESBORO, LLC,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket No. 002788-2017
	:	002282-2018
v.	:	
	:	<i>Civil Action</i>
LOGAN TOWNSHIP,	:	
	:	Honorable Kathi F. Fleming, J.T.C.
Defendant.	:	
	:	STIPULATION OF SETTLEMENT

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

Block 2309	Lot 13	Unit Qualifier C0002
Street Address 3 Pureland Drive		Year 2017
	County Tax Board Judgment	Requested Tax Court Judgment
Original Assessment		
Land	\$ 475,000	N/A
Improvements	\$9,225,000	\$ 475,000
Total	\$9,700,000	\$8,425,000

Block 2309	Lot 13	Unit Qualifier C0002
Street Address 3 Pureland Drive		Year 2018
	County Tax Board Judgment	Requested Tax Court Judgment
Original Assessment		
Land	\$ 475,000	N/A
Improvements	\$8,425,000	\$ 475,000
Total	\$8,900,000	\$8,425,000

2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.

3. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. Plaintiff agrees to sign a separate Stipulation of Settlement, under Gloucester County Appeal No. 09-1900002L, for tax year 2019, as submitted to the Gloucester County Board of Taxation. The parties agree that the terms of that assessment shall be as follows:

Block 2309	Lot 13	Unit Qualifier C0002	
Street Address 3 Pureland Drive		Year 2019	
	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 475,000	N/A	\$ 475,000
Improvements	\$8,425,000		\$7,725,000
Total	\$8,900,000		\$8,200,000

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

ARCHER & GREINER, P.C.

Dated: _____

JEFFREY D. GRADONE, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

A. CRAIG BLACK
County Tax Assessor

Logan

BL 2309 L 13 Q. C0002	Year	Assessment	Judgment	Difference	County Taxes	Total Taxes	
	2017	9,700,000	8,900,000	800,000	6,536	20,056	
	2018	8,900,000	8,900,000	0	0	0	
Totals	2019	8,900,000	8,200,000	700,000	4,781 11,317	14,784 34,840	Estimated

A-2

RESOLUTION TO CONTRACT WITH PICTOMETRY INTERNATIONAL CORPORATION FOR \$36,190.00 FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

WHEREAS, Gloucester County Office of Assessment has a need for updated digital aerial imaging software services known as and *ChangeFindr*, and licensure access to Pictometry Connect-CA-100 for custom access to Pictometry-hosted custom imagery libraries for use with imagery software known as *ChangeFindr*; and

WHEREAS, the Gloucester County Office of Assessment has recommended that said services be provided by Pictometry International Corporation, with offices at 25 Methodist Hill Road, Rochester, NY 14623, for a total contract amount of \$36,190.00, from January 1, 2019 to December 31, 2019; and

WHEREAS, the Treasurer has certified the availability of funds in the amount of \$9,047.50 (the amount of the initial deposit pursuant to the contracts), pursuant to C.A.F.# 19-01630, which amount shall be charged against budget line item 9-01-20-151-001-20653. Balance will be encumbered upon adoption of the 2019 Gloucester County Budget. Continuation of the contract is conditioned upon the approval of the 2019 Gloucester County Budget; and

WHEREAS, the service related to this contract is for support, maintenance, and licensure of proprietary software necessary for the Office of Assessment and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract was awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Pictometry International Corporation, for a total contract amount of \$36,190.00, from January 1, 2019 to December 31, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 6, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 GLOUCESTER COUNTY, NJ (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Sector Map

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
The Office of Assessment Clayton Complex, Building A 1200 N. Delsea Dr. Clayton, NJ 08312	25 Methodist Hill Drive Rochester, NY 14623
Attn: Eric Campo, Counsel to Office of Assessment Phone: (856) 307-6425 Fax:	Attn: General Counsel Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
GLOUCESTER COUNTY, NJ	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, NY 14623

ORDER#
C11411723

BILL TO
Gloucester County, NJ
Jeff Taylor, Assistant to the Assessor
1200 N. Delsea Drive, Building A Assessor's Office
Clayton, NJ 08312
(856) 307-6445
jtaylor@co.gloucester.nj.us

SHIP TO
Gloucester County, NJ
Jeff Taylor, Assistant to the Assessor
1200 N. Delsea Drive, Building A Assessor's Office
Clayton, NJ 08312
(856) 307-6445
jtaylor@co.gloucester.nj.us

CUSTOMER ID	SALES REP
A117872	slich

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
392	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00		\$29,400.00
392	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$3,920.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$3,300.00	\$2,475.00 (25%)	\$2,475.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
392	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$196.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		Applicable Terms and Conditions: Software License Agreement			

Thank you for choosing Pictometry as your service provider.			TOTAL		\$36,190.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Signing	\$9,047.50
Due at Initial Shipment of Imagery	\$27,142.50
Total Payments	\$36,190.00

PRODUCT PARAMETERS

IMAGERY

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Leaf: Leaf Off: Less than 30% leaf cover

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product: Pictometry Connect - CA - 100
Admin User Name: Jeff Taylor
Admin User Email: jtaylor@co.gloucester.nj.us
Geofence: NJ Gloucester

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane:** areas affected by hurricanes of Category 2 and higher.
- Tornado:** areas affected by tornados rated EF4 and higher.
- Terrorist:** areas affected by damage from terrorist attack.

Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry Connect Explorer™ – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

5.2 Confidentiality of Delivered Content. The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 Limited Warranties; Exclusive Remedy. Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 Disclaimer of Other Warranties. Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

6.3 Limitation of Liability. With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

7.1 Restricted Rights. Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

7.2 Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything found elsewhere in this Agreement to the contrary, this Agreement shall be governed by and interpreted in accordance with the laws of the state of New Jersey, excluding its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of Gloucester County, NJ or, in the alternative, the Federal Courts located in the state of New Jersey shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Gloucester County, NJ.

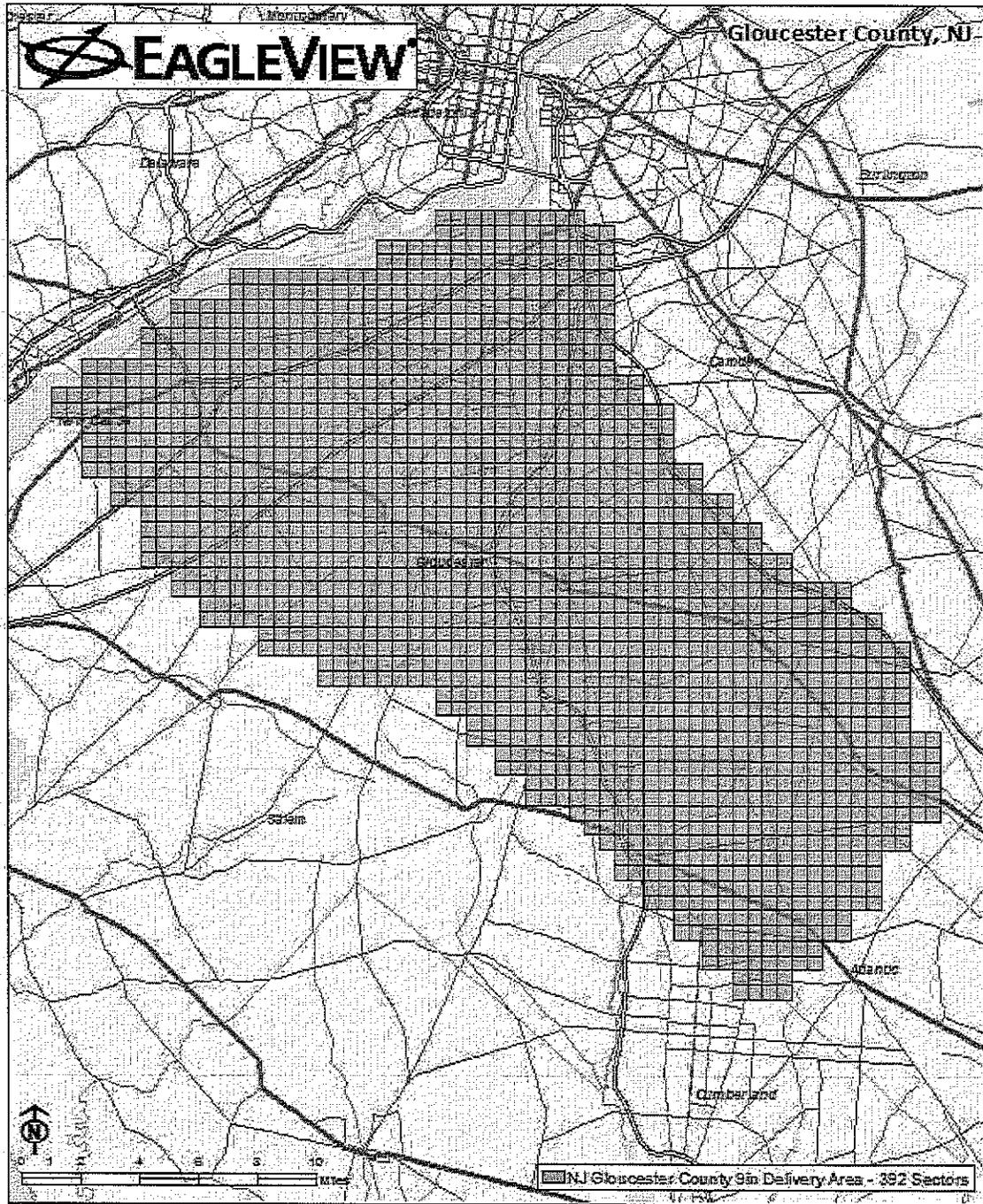
3. The paragraph found under the heading "FEES; PAYMENT TERMS" in Section A to the Agreement is amended in its entirety as follows:

"All amounts due to Pictometry pursuant to this Agreement ('Fees') are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within sixty (60) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less)."

4. Section 6.9 to the Pictometry Online Services General Terms and Conditions is deleted in its entirety.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP



County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**
 THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 19-01630

Pg 1

SHIP TO
 GLOUC CO OFFICE OF ASSESSMENT
 1200 N DELSEA DR. BLDG A.
 CLAYTON, NJ 08312
 856-307-6445 CLAYTON COMPLEX

ORDER DATE: 02/26/19
 REQUISITION NO: R9-16340
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

VENDOR
 PICTOMETRY INTERNATIONAL CORP
 25 METHODIST HILL ROAD
 ROCHESTER, NY 14623-4270
 VENDOR #: PICT0016

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	'CAF' Licensing of digital aerial imaging software service known as changeFindr, and licensure access to Pictometry Connect-CA-a100 for custom accessto pictometry hosted custom imagery libraries for an amount not to exceed \$36,190.00, partial payments to be submitted. Balance to be encumbered upon approval of the 2019 budget	9-01-20-151-001-20653 Data Processing Software	9,047.5000	9,047.50
			TOTAL	9,047.50

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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 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 _____	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 _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW TREASURER / CFO <i>Kimberly Carter</i> QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION DETERMINING THE ANNUAL APPROPRIATION REGARDING THE ESTABLISHMENT AND MAINTENANCE OF THE GLOUCESTER COUNTY LIBRARY SYSTEM FOR THE YEAR 2019

WHEREAS, in accordance with N.J.S.A. 40:33-9, the Board of Chosen Freeholders shall determine a sum sufficient for the establishment and, annually thereafter, for maintenance of the County Library System, with the sum certified by the Board of Chosen Freeholders to the County Board of Taxation, and then apportioned per N.J.S.A. 54:4-49, among the municipalities receiving the benefits, and assessed, levied and collected for library maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that pursuant to N.J.S.A. 40:33-9, the 2019 appropriation for the Gloucester County Library System shall be \$5,480,971.00, and the amount to be assessed, levied and collected from applicable municipalities for maintenance/upkeep shall be \$5,095,000.00; and

BE IT FURTHER RESOLVED that the County Treasurer's Office and the Board of Taxation are hereby authorized to make necessary adjustments to the amount to be levied to reflect any changes in State Aid and other variables such as fund balance transfers, surplus transfers, and any line item transfers; and, that the municipalities against which assessment is made and shall be levied and collected in the manner aforesaid, are as follows:

- | | |
|-----------------------|----------------------------|
| Borough of Clayton | Township of East Greenwich |
| Township of Elk | Borough of Glassboro |
| Township of Greenwich | Township of Harrison |
| Township of Logan | Township of Mantua |
| Borough of Newfield | Borough of National Park |
| Borough of Swedesboro | Township of South Harrison |
| Township of Woolwich | City of Woodbury Heights |

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 6, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND OTHER APPLICABLE LAW, AUTHORIZING AND APPROVING THE ISSUANCE BY THE MONTGOMERY COUNTY HIGHER EDUCATION AND HEALTH AUTHORITY OF NOT MORE THAN \$550,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS REVENUE BONDS TO FINANCE A PROJECT UNDERTAKEN ON BEHALF OF THOMAS JEFFERSON UNIVERSITY A PORTION OF WHICH IS LOCATED IN THE COUNTY; AND AUTHORIZING AND APPROVING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, the Montgomery County Higher Education and Health Authority (“Authority”) is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (“Commonwealth”), pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa. Cons. Stat. 5601 *et seq.* (“Act”), as amended and supplemented; and

WHEREAS, pursuant to the Act, the Authority may finance nonprofit college, university, hospital and healthcare projects and may contract with corporations for the Commonwealth and the State of New Jersey (“State”) on terms as the Authority shall deem proper for the construction and operation of a project that is partly in the Commonwealth and partly in the State; and

WHEREAS, the Authority, to accomplish such purposes of the Act, is empowered to issue its revenue bonds, including revenue refunding bonds, in such principal amounts as, in the opinion of the Authority, shall be necessary to provide sufficient funds to carry out the purposes of the Act; and

WHEREAS, Thomas Jefferson University (“TJU”) is a nonprofit corporation duly created and validly existing under the laws of the Commonwealth and exists as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”); and

WHEREAS, TJU has made application to the Authority requesting that the Authority undertake a project (“Project”) that consists of:

- (1) the payment of all or a portion of the costs of the following:
 - (a) the removal of the existing Woodland Garage and replacement with a new three-story garage and miscellaneous renovations to the Ziplely Garage, each located at Abington Hospital;
 - (b) the design, construction, renovation and equipping of an eight-story 245,000 square foot patient tower addition, a new 822 car parking garage, and helipad at Jefferson Washington Township Hospital; and
 - (c) miscellaneous capital projects including:
 - i. the acquisition, installation and implementation of a patient electronic records systems at various hospital locations;
 - ii. exterior enhancements and renovations at Jefferson Methodist Hospital;

iii. the expansion of a hybrid operating room at Thomas Jefferson University Hospital;

iv. the acquisition and installation of a computer infrastructure system, renovations and equipment at various hospital locations;

v. the renovation of inpatient rooms at Jefferson Hospital for Neuroscience, including at the Gibbon Building; and

vi. the construction and equipping of a new medical oncology/infusion suite at the Sidney Kimmel Cancer Center of Jefferson Washington Township Hospital;

(2) the refunding the Authority's Hospital Revenue Bonds, Series B of 2012 (Abington Memorial Hospital Obligated Group), which were issued to finance and refinance hospital facilities at Abington Hospital – Jefferson Health and Abington-Lansdale Hospital – Jefferson Health);

(3) the entry into certain other interest rate hedging arrangements and/or the amendment or termination of existing interest rate hedging arrangements, if deemed necessary;

(4) the funding of any necessary reserves and of the payment of interest on all or a portion of the Bonds (hereafter defined); and

(5) the payment of certain costs and expenses incident to paying the financing and other costs of the Project; and

WHEREAS, the Authority has reviewed the request and, by resolution duly adopted on February 28, 2019 (“Bond Resolution”) in accordance with the Act, has authorized the issuance and sale of not-to-exceed \$550,000,000 aggregate principal amount of its tax-exempt or taxable revenue bonds (“Bonds”), pursuant to one or more trust indentures, to finance the costs of the Project; and

WHEREAS, a portion of the proceeds of the Bonds will be allocated to portions of the Project located within the geographic boundaries of the County of Gloucester, New Jersey (“County”);

WHEREAS, the Bonds will be obligations of the Authority, payable solely from those limited sources set forth in one or more Trust Indentures (collectively, the “Indenture”) to be executed and delivered by the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, consisting primarily of certain loan payments (“Loan Payments”) to be received from TJU in accordance with one or more Loan Agreements to be executed and delivered by and between the Authority and TJU; and

WHEREAS, the Bonds shall not be in any way a debt or liability of the State or the County, or any political subdivision thereof, whether legal, moral or otherwise, and neither the faith and credit nor taxing power of the State, the County, nor any political subdivisions of the State or the County, shall be pledged to the payment of the principal or redemption price of and interest on the Bonds; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to the issuance of any private activity bonds, including the Bonds, among other things: (i) a public hearing must be conducted to inform the public of the issuance of such bonds; and (ii) the issuance of such bonds must have been approved by the “applicable elected representative” of the issuer of such bonds; and

WHEREAS, on February 28, 2019, a public hearing was held in the offices of the Authority's Solicitor, located at the Law Office of Douglas B. Breidenbach, Jr., Esquire, 1200 East High Street, Suite 301, Pottstown, Pennsylvania 19464, at which time interested persons were permitted to comment upon the proposed issuance of the Bonds by the Authority for the Project, notice of such hearing having been published at least 14 days in advance of such hearing date in *The South Jersey Times*, a newspaper of general circulation in the County (“Public Hearing”); and

WHEREAS, a certified copy of the transcript of the Public Hearing is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, pursuant to Section 147(f)(2)(E)(1) of the Code, in order for the Authority to issue its Bonds, an “applicable elected representative” must approve the issuance of the Bonds; and

WHEREAS, the Authority does not have an “applicable elected representative” as specifically defined and described in Section 147(f)(2)(E)(1)(ii) of the Code since the Authority does not have elected officials or officers and is not located in the County; and

WHEREAS, the Board of Chosen Freeholders of the County (“Board”) may be treated as the next higher governmental unit for purposes of Section 147(f)(2)(E)(1)(ii) of the Code of because a portion of the Project is located within the geographic jurisdiction of the County and the Board is elected by the eligible residents of the County; and

WHEREAS, the Board, therefore, constitutes the “applicable elected representative” within the County for purposes of obtaining approval of the Bonds pursuant to Section 147(f) of the Code; and

WHEREAS, the Authority now seeks from the Board approval in order to effectuate the financing of the Project by way of the issuance of the Bonds pursuant to and in accordance with Section 147(f) of the Code;

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

Section 1. Based upon the representations contained in the Bond Resolution adopted by the Authority and the information contained in Exhibit “A” hereto, pursuant to Section 147(f) of the Code, the approval of the undertaking of the Project through the issuance by the Authority of the Bonds is hereby approved.

Section 2. The issuance of the Bonds is contingent upon the satisfaction of all conditions set forth by the Authority in the Bond Resolution and any final resolutions and in such other documents which establish conditions and requirements for the financing.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on March 6, 2019.

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

B-1

**RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT TO REFLECT
CHANGE OF COMPANY NAME**

WHEREAS, the County of Gloucester entered into a contract with ACS Enterprise Solutions, Inc. (a Xerox Company) for the supplies, services and maintenance for the County Clerk's Land Records Imaging System, New Jersey State Records Committee Certified System; and

WHEREAS, the contract was approved on January 20, 2016, in an amount not to exceed \$300,000.00, from January 1, 2016 to December 31, 2020; and

WHEREAS, the County of Gloucester received correspondence from the Conduent Account Team stating the company, ACS Enterprise Solutions, Inc., is now known as Conduent Inc., also known as Conduent Enterprise Solutions, LLC; and

WHEREAS, on June 7, 2017, the County authorized an amendment to the contract to reflect a change of company name, the legal company name is Conduent, Inc., also known as Conduent Enterprise Solutions, LLC; and

WHEREAS, on January 29, 2019, the County received correspondence from Avenu Insights & Analytics, LLC stating the company acquired Conduent, Inc., also known as Conduent Enterprise Solutions, LLC; and

WHEREAS, it is necessary to amend the contract to reflect the legal name of the company, Avenu Insights & Analytics, LLC; and

WHEREAS, all other terms and provisions of the original contract that have not been amended herein shall remain in full force and effect; and

WHEREAS, payment for services to Avenu Insights & Analytics, LLC will be withheld until after the execution of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the amendment to contract with Conduent, Inc., also known as Conduent Enterprise Solutions, LLC to Avenu Insights & Analytics, LLC; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby acknowledges that Conduent, Inc., also known as Conduent Enterprise Solutions, LLC will be now known as Avenu Insights & Analytics, LLC and all other terms and provision of the original contract that have not been amended herein shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on March 6, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AUTHORIZATION OF NAME CHANGE
BETWEEN
CONDUENT, INC., ALSO KNOWN AS
CONDUENT ENTERPRISE SOLUTIONS, LLC
(FORMERLY KNOWN AS ACS ENTERPRISE SOLUTIONS, INC.)
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 20TH day of January, 2016, by and between **ACS Enterprise Solutions, Inc.** with offices at P.O. Box 4889, Syracuse, New York 13221, hereinafter referred to as **“Vendor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract entered into with ACS Enterprise Solutions, Inc., amended to Conduent, Inc., also known as Conduent Enterprise Solutions, LLC, shall now reflect Avenu Insights & Analytics, LLC.

Avenu Insights & Analytics, LLC agrees to be bound by the same contract and provisions of the contract entered into by the County of Gloucester with ACS Enterprise Solutions, Inc., amended to Conduent, Inc., also known as Conduent Enterprise Solutions, LLC, on January 20, 2016.

All other terms and provisions of the contract and conditions set forth therein that are consistent with this amendment and State requirements, shall remain in full force and effect.

THIS AUTHORIZATION is effective as of the 6th day of March, 2019.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

AVENU INSIGHTS & ANALYTICS, LLC

**By:
Title:**

AVENU001

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Government Revenue Solutions Holdings I, LLC

2 Business name/disregarded entity name, if different from above
AVENU INSIGHTS & ANALYTICS, LLC (Disregarded TID 34-2050121)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2411 Dulles Corner Park, Suite 800

6 City, state, and ZIP code
Herndon, VA 20171

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

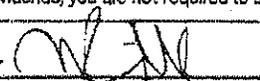
8	1	-	4	9	3	2	8	8	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **4/2/16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RESOLUTION ACCEPTING FUNDS REGARDING THE CHILD ADVOCACY DEVELOPMENT GRANT IN THE AMOUNT OF \$262,883.00

WHEREAS, by Resolution adopted November 20, 2018, the Gloucester County Board of Chosen Freeholders authorized an application to the NJ Department of Children and Families by the County Prosecutor's Office for capital funds under the Child Advocacy Development Grant; and

WHEREAS, grant funds were awarded in the amount of \$262,883.00, which will be used to expand the existing Child Advocacy Center of Gloucester County to house the Special Victims Unit of the Prosecutor's Office, and to extend the current lease.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County hereby accepts the grant funds awarded pursuant to the Child Advocacy Development Grant as referenced hereinabove, and will comply with all applicable regulations of the granting authority including the provision of any necessary additional assurances as may be required, and that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 6, 2019 at Woodbury, New Jersey.

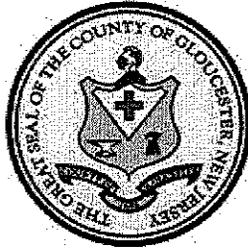


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



County of Gloucester

***RESOLUTION ACCEPTING FUNDS REGARDING THE CHILD ADVOCACY
DEVELOPMENT GRANT IN THE AMOUNT OF \$262,883.00***

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 6th day of **March, 2019**, 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 _____, 2019.

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

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CME ASSOCIATES, CONSULTING AND MUNICIPAL ENGINEERS

WHEREAS, by Resolution adopted July 25, 2018, the County of Gloucester awarded a contract to CME Associates, Consulting and Municipal Engineers in an amount not to exceed \$48,970.70, for professional construction management and inspection services as per RFP-18-037, for resurfacing and safety improvements to Coles Mill Road (CR 538) from Williamstown Road (CR 612) to the Black Horse Pike (Route US 322) in the Townships of Franklin and Monroe, known as Engineering Project #17-03SA; and

WHEREAS, the County Engineer has recommended an amendment to the contract to increase the contract in an amount not to exceed \$4,340.86, resulting in a total contract amount not to exceed \$53,311.56 until completion of the Project, which is necessary for unforeseen additional professional services; and

WHEREAS, the contract awarded is for estimated units of service on an as-needed basis, which does not obligate the County of Gloucester to obtain any service or make any purchase and is therefore open-ended, so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, all other terms and provisions of the original contract not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to a contract amendment with CME Associates, Consulting and Municipal Engineers to increase the contract in an amount not to exceed \$4,340.86, for a new total contract amount not to exceed \$53,311.56.

BE IT FURTHER RESOLVED that prior to any purchase 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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 6, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
CME ASSOCIATES, CONSULTING AND MUNICIPAL ENGINEERS**

THIS is an amendment to a Contract entered into on the **25th** day of **July, 2018** by and between the **COUNTY OF GLOUCESTER**, hereinafter referred to as "**County**", and **CME ASSOCIATES, CONSULTING AND MUNICIPAL ENGINEERS** of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, hereinafter referred to as "**Contractor**".

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

The Contract is hereby amended to increase the contract in an amount not to exceed \$4,340.86, for a new total contract amount not to exceed \$53,311.56 for professional construction management and inspection services, as per RFP-18-037 relative to Engineer Project #17-3SA.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the **6th** day of **March, 2019**.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**CME ASSOCIATES, CONSULTING
AND MUNICIPAL ENGINEERS**

**By:
Title:**

**RESOLUTION REVISING THE SPEED LIMITS ON COUNTY ROUTE 555,
TUCKAHOE/MAIN ROAD IN THE TOWNSHIPS FRANKLIN, MONROE,
AND WASHINGTON**

WHEREAS, the speed limits along County Route 555 (Tuckahoe/Main Road) in the Townships of Franklin, Monroe, and Washington in the County of Gloucester have been studied by the County Engineer, resulting in the recommendation that the speed limits be reduced in certain areas in the interest of safety and traffic efficiency; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the speed limits for traffic along County Route 555 (Tuckahoe/Main Road) in the Townships of Franklin, Monroe, and Washington, shall hereby be designated as set forth on Schedule A annexed hereto, and incorporated as if fully set forth herein; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 6, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

SCHEDULE A

**RE: CR 555, TUCKAHOE/MAIN ROAD
DESIGNATED SPEED LIMITS IN BOTH DIRECTIONS**

1. The speed limits for both directions of traffic along County Route 555 (Tuckahoe/Main Road) in the Townships of Franklin, Monroe, and Washington shall be:

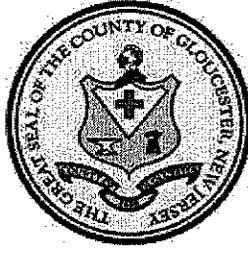
ZONE 1:

50 MPH between the Cumberland County-Gloucester County line in Franklin Township, and 200 feet South of Laurel Avenue in Washington Township, except 35 MPH in the Main Road Elementary, and Our Lady of Mercy Academy School Zones during recess, when the presence of children is clearly visible from the roadway, or while children are going to or leaving school during opening or closing hours.

ZONE 2:

45 MPH between 200 feet South of Laurel Avenue and State Route 42.

2. Regular and warning signs shall be erected and maintained to effect the above designated speed zone limits in accordance with the Manual on Uniform Traffic Control Devices.



County of Gloucester

***RESOLUTION REVISING THE SPEED LIMITS ON COUNTY ROUTE 555,
TUCKAHOE/MAIN ROAD IN THE TOWNSHIPS FRANKLIN, MONROE,
AND WASHINGTON***

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 6th day of **March, 2019** 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 _____, 2019.

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

RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL, FROM MARCH 1, 2019 TO FEBRUARY 28, 2020, IN AN AMOUNT NOT TO EXCEED \$60,000.00

WHEREAS, there exists a need for the County to contract for the services of a EMS Medical Director Services relative to the Gloucester County Regional EMS program; and

WHEREAS, the County requested proposals, via RFP#019-024, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

WHEREAS, the evaluation, based on the established criteria, concluded that Cooper University Hospital located at One Cooper Plaza, Keleman 152, Camden, New Jersey 08103, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of services, in an amount not to exceed \$60,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2019 is conditioned upon the approval of the 2020 Gloucester County Budget; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County and Cooper University Hospital for the provision of EMS Medical Director Services for the Gloucester County Regional EMS program, in an amount not to exceed \$60,000.00, from March 1, 2019 to February 28, 2020; and

BE IT FURTHER RESOLVED, that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 6, 2019 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COOPER UNIVERSITY HOSPITAL,
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 6th day of March, 2019, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **COOPER UNIVERSITY HOSPITAL**, with offices at 1 Cooper Plaza, Keleman 152, Camden, NJ 08103, hereinafter referred to as “**Vendor**”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for EMS Medical Director Services for the Gloucester County Regional EMS Program; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period of one (1) year, from March 1, 2019 to February 28, 2020.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor’s proposal dated February 7, 2019 (hereinafter the “Proposal”), which was submitted in response to the County’s Request for Proposal (“RFP”) 019-024. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$60,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor’s services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt 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 products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the

necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP#019-024, and Vendor's responsive proposal, dated February 7, 2019, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor 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 out in RFP#019-024.

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

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor 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 vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The vendor or subcontractor agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor 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, Vendor 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.

Vendor 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 Vendor or its agents.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor 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 Vendor'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 Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

E. Notwithstanding the above, the Vendor 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 Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor 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 Vendor, 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 Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, 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 mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor'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 Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor'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.** Vendor 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 companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor 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. Vendor 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 Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor 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 Vendor, 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor 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 shall consist of this document, the specifications of RFP-019-024 and Vendor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the _____ day of _____, 2019.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor 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:

COOPER UNIVERSITY HOSPITAL

**By:
Title:**

**PROPOSAL FOR EMS
MEDICAL DIRECTOR
SERVICES**

**RFP # 19-024
COUNTY OF GLOUCESTER**



**Submitted to:
Kimberly Larter, QPA
Purchasing Department
County of Gloucester**

**By:
Cooper University Health Care
Cooper University Hospital
Division of EMS/Disaster Medicine**

February 7, 2019



University Hospital

Department of Emergency Medicine

One Cooper Plaza, Kefemari 152, Camden, NJ 08103 Phone (856) 968-7572 Fax (856) 968-8272

February 7, 2019

Kimberly Larter, QPA
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

RE: RFP #19-024
EMS Medical Director Services

Dear Ms. Larter:

Cooper University Health Care is pleased to submit the following proposal to provide EMS Medical Director Services for the County of Gloucester. Our proposal meets your specifications, and all required documentation is included.

Contemporary EMS systems are expected to provide sophisticated, high-quality emergency medical care at the patient's side. Although physicians do not typically deliver pre-hospital care, the public expects to see the same level of care from EMS providers. To meet this expectation, EMS systems require active physician participation and supervision. The primary responsibility of the medical director is the development and implementation of the standard of care for the EMS system. Oversight of care involves education and performance improvement programs. Responsibilities of an EMS medical director include clinical care, EMS administration, and public health. The level and components of medical direction depend on the system structure and the community's expectations and resources.

Cooper has extensive regional experience in EMS Medical Direction, including services for Gloucester County EMS since 2013. We are prepared to continue to deliver a robust yet customized program that will support, potentially progress, and ultimately enhance the service provided to your communities. Through Cooper's Division of EMS/Disaster Medicine, a medical direction program was developed in 2007 to serve the needs of the BLS community. Since each EMS system and community is different, the medical direction program is designed for flexibility to address communications, field clinical practice, personnel education, system evaluation, and EMS research. Our medical direction team has experience providing oversight over a variety of EMS system models and is adept in individualizing medical direction to meet the specific needs of each agency while fulfilling the obligations and expectations of medical direction.

Page 2

RE: RFP #19-024
Medical Director for EMS Services

Cooper University Health Care possesses extensive and unique resources that our proposal would make available to Gloucester County through our medical direction program. The medical direction team approach and the resources of Cooper would create a cost-effective value for the County that would maximize its investment into our program. Factors that make Cooper uniquely qualified include:

- Medical direction provided to BLS agencies (including Gloucester County EMS) in Southern NJ, as well as one (1) MICU program in Camden City
- Medical directors with field EMS, administrative EMS, disaster medicine, and public health experience, including physicians specialized in paramedicine, pediatric emergency medicine, and tactical medicine
- Over 20 years of medical direction experience since the inception of the Southstar JEMSTAR program
- Experience with several different EMS systems (municipality-based, fire-based, police-based, 501(c)(3), volunteer)
- EMS education program (didactics and simulation) – over 200 classes annually
- Simulation Center with mobile capabilities
- Cooper Air Med air medical program in Southern New Jersey
- Affiliation with a medical school and the site of the only four-year allopathic medical school in Southern New Jersey
- The NJ-designated Southern Regional Level I Trauma Center with verification from the American College of Surgeons as a Level I Trauma Center and Level II Pediatric Trauma Center.
- The state-recognized Children's Regional Hospital with 25 specialties/subspecialties in pediatrics
- Southern New Jersey's major tertiary care referral center with 44 adult specialties and subspecialties
- Academic center with 12 residency programs and 17 fellowship programs, including emergency medicine, pediatrics, pediatric emergency medicine, emergency medical services, and surgical critical care
- Site of the Southern NJ Regional Medical Coordination Center with access to expertise in emergency medicine, traumatology, toxicology, pediatrics, infectious diseases, radiation safety, environmental safety, and industrial hygiene

The medical direction team welcomes the opportunity to meet with the County for an oral presentation to clarify any aspect of the proposal. Please do not hesitate to contact me with further questions regarding this proposal.

Sincerely,



Rick Hong, MD
Special Projects and Operations
Department of Emergency Medicine
Cooper University Hospital
hong-rick@cooperhealth.edu
(856)342-2627

12. COST PROPOSAL

Based on our experience with medical direction for GCEMS and on available resources at Cooper, we can offer opportunities for medical direction services to maximize cost-efficiency while meeting the needs of the agency.

To compensate for the time commitment per week of at least 10 hours - six hours per week of direct field provider observation, remediation and education; 2 hours (bi-weekly) attendance at administrative/clinical meeting, 2 to 3 hours patient care chart review and 1 hour of staff education material presentation preparation, Cooper offers our medical direction services for \$60,000.

Cooper also requests office space and access to simulation equipment for educational purposes.

F-1

**RESOLUTION AUTHORIZING TERMINATION OF A CONTRACT
WITH CUMBERLAND COUNTY JITNEY, LLC**

WHEREAS, on January 23, 2019, the County of Gloucester (hereinafter "County") adopted a Resolution to enter into a contract with Cumberland County Jitney, LLC (hereinafter "Contractor") to provide bus transportation for eligible County residents to and from dialysis treatment as per specifications in PD-18-070; and

WHEREAS, the County and Contractor have come to an agreement to terminate the contract because Contractor is unable to fulfill all of the requirements set forth in the specifications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the contract between the County and Contractor for bus transportation services is hereby terminated with the intent to rebid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 6, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING A LICENSE MAINTENANCE AGREEMENT WITH
UNITRONIX DATA SYSTEMS, INC., FOR MAINTENANCE OF PROPRIETARY
SOFTWARE FROM APRIL 1, 2019 TO MARCH 31, 2020 FOR \$79,179.43**

WHEREAS, there is a need for the provision of maintenance of proprietary software (ABACUS and AOSS Card Registration) for the Division of Social Services; and

WHEREAS, N.J.S.A. 40A:11-5 (1)(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 of Gloucester has determined that the maintenance services can be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869, for a total amount of \$79,179.43, from April 1, 2019 to March 31, 2020; and

WHEREAS, this License Maintenance Agreement is awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this Agreement from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the Agreement; and

WHEREAS, the Purchasing Agent has certified that availability of funds for an amount of \$79,179.43 pursuant to CAF # 19-01387, which amount shall be charged against budget line item 9-01-27-345-002-64105; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to a License Maintenance Agreement between County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of proprietary software, for a total amount of \$79,179.43 from April 1, 2019 to March 31, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 6, 2019 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-01387

Pg 1

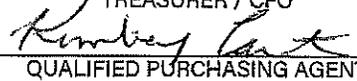
S H I P T O	GLOUC. CO DIV. OF SOCIAL SERV. 400 HOLLY DELL DRIVE SEWELL, NJ 08080 856-256-2107 GERRI HAMMER
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ORDER DATE: 02/14/19
REQUISITION NO: R9-16028
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

V E N D O R	VENDOR #. UNITRONIX	UNITRONIX DATA SYSTEMS INC. 1124 ROUTE 202 RARITAN, NJ 08869
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SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LICENSE MAINTENANCE AGREEMENT FOR THE ABACUS FRAUD COLLECTION TURNKEY SYSTEM AND A.O.S.S. CARD REGISTRATION FROM APRIL 1, 2019 TO MARCH 31, 2020 CUSTOMER ID 1640 RESOLUTION PASSED 3/6/2019	9-01-27-345-002-64105 Repairs to Equipment	79,179.4300	79,179.43
			TOTAL	79,179.43

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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 persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		
VENDOR SIGN HERE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT

INVOICE

UNITRONIX DATA SYSTEMS, INC.

1124 ROUTE 202
RARITAN, N.J. 08869
(908) 231-9444 Fax (908) 707-1044

INVOICE NUMBER: 3000

INVOICE DATE: 02/15/19

Customer Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, New Jersey 08080

UNITRONIX DATA SYSTEMS, INC.		CUSTOMER		
1640			NET 30	
1	SYSMNT	SYSTEM MAINTENANCE FOR 04/01/19 THRU 03/31/20	79,179.43	79,179.43
			Total	\$ 79,179.43

Unitronix Data Systems, Inc.

1124 ROUTE 202 • RARITAN, NJ 08869 • (908) 231-9444 • FAX (908) 707-1044

February 15, 2019

Gerri Hammer, Administrative Secretary
Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, New Jersey 08080

Re: Renewal of 2019-2020 License Maintenance

Dear Ms. Hammer,

Enclosed are two copies, which have been signed and dated by Unitronix Data Systems, Inc., of the yearly License Maintenance Agreement covering April 1, 2019 through March 31, 2020 which is up for renewal.

To continue coverage, have an authorized representative complete both copies returning one fully executed copy for our records.

Also enclosed is invoice number 3000 in the amount of \$79,179.43 for payment processing.

If you have any questions or further action is need to complete the process, contact us between the hours of 8:00 a.m. and 2:00 p.m. at (908) 231-9444.

Sincerely,
UNITRONIX DATA SYSTEMS, INC.



Joan L. Bubien
Systems Coordinator

LICENSE MAINTENANCE AGREEMENT

Agreement dated April 1, 2019 between Unitronix Data Systems, Inc., (hereinafter called "UDS") a New Jersey Corporation, with an office in Raritan, New Jersey 08869 and Gloucester County Division of Social Services (hereinafter called "customer") a New Jersey Agency, having a principal place of business at 400 Hollydell Drive, Sewell, New Jersey 08080.

By its acceptance hereof, UDS agrees to provide service and maintenance for the equipment and software listed in Schedule A below, customer agrees to provide remote access to servers as required, and any supplements to Schedule A so identified and signed by both parties (said equipment and software being hereinafter called "the equipment" or "the software"), at the location(s) specified below. The customer agrees to be responsible for maintaining daily backup of data for all systems and honor all ABACUS® and A.O.S.S.® Copyrights. Either party reserves the right to terminate this agreement at any time with 30 days notice to the other party for any reason or no reason. This agreement supercedes all other contracts, and riders.

SCHEDULE A

ITEM QTY DESCRIPTION

System I - ABACUS® Fraud Collection Turnkey System (Web)

Software

1.	1	ABACUS® Server License	
2.	13	ABACUS® Web License for connection to state computers thru ethernet for Fraud Dept.	
3.	1	Suse-Linux Operating System	
4.	1	Microsoft Operating System	
5.	1	(UDS) Quarterly Program updates from Unitronix Data Systems with mandatory updates for Federal & State level compliancy	\$54,216.60

System II - A.O.S.S.® Card Registration (Web)

Software

6.	1	Card Registration Server License	
7.	7	Card Registration Web License	
8.	1	Ieys Server License	
9.	1	Ieys Workstation license	
10.	1	PCanywhere v11.5	
11.	1	BackUp MyPC to CD's	
12.	3	Macro programs for labels	\$24,962.83

Hardware System I

13.	1	Suse 13.1 Program Server consisting of, Pentium 4, 2.8 GHz, 1 GB Memory, system cabinet, power supply, CD-burner, 32 MB graphics card, Intel motherboard, 100/1000 LAN, UPS	
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1. SOFTWARE LICENSE MAINTENANCE INCLUDES:

- a. Shipping charges for mailing media from UDS to customer.
- b. Support of existing programs written by UDS.
- c. Answers to questions and problems that may occur on a daily basis.
- d. Telephone charges from UDS to customer.
- e. License to use software

2. SOFTWARE MAINTENANCE DOES NOT INCLUDE:

- a. Shipping charges for mailing media from customer to UDS.
- b. Writing new programs that are not on the current system, operating system upgrades or file conversions.
- c. Loss of data or operating systems due to hardware malfunction or operator negligence such as, but not limited to; copying diskettes incorrectly, reformatting drives, viruses, failure/incorrectly backing up files, Acts of God, etc.
- d. Telephone charges from customer to UDS.

Commencement Date : 04/01/19 through 03/31/20

Yearly Charge : \$79,179.43

Location : 400 Hollydell Drive, Sewell, New Jersey 08080

In witness whereof, the parties hereto have caused this agreement to be executed by their authorized representative as of the day and year first above written.

UNITRONIX DATA SYSTEMS, INC.

COUNTY OF GLOUCESTER

By: Richard A. Bittle 2/19/19
Name : Richard A. Bittle Date
Title: Secretary

By: _____
Name : _____ Date
Title: _____

INVOICE

UNITRONIX DATA SYSTEMS, INC.
1124 ROUTE 202
RARITAN, N.J. 08869
(908) 231-9444 Fax (908) 707-1044

INVOICE NUMBER: 3000
INVOICE DATE: 02/15/19

SOLD TO: Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, New Jersey 08080

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
1640				NET 30	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
1	SYSMNT	SYSTEM MAINTENANCE FOR 04/01/19 THRU 03/31/20	79,179.43	79,179.43	
			TOTAL DUE	\$ 79,179.43	

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.

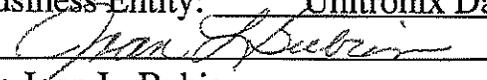
Name of Business Entity: Unitronix Data Systems, Inc.

Signed:  Title: Systems Coordinator

Print Name: Joan L. Bubien Date: 2/15/2019

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.

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: Unitronix Data Systems, Inc.
Signed:  Title: Systems Coordinator
Print Name: Joan L. Bubien Date: 2/15/2019

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.

G-1

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS
EASEMENT FOR FARM PROPERTY OWNED BY WARD E. EACHUS FOR
\$1,319,763.00**

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, **Ward E. Eachus**, having presented himself as the owner of the land and premises located in the **Township of Harrison** (hereinafter "**Harrison**"), and known as **Block 56, Lot 5**, on the Official Tax Map of the **Township of Harrison** (hereinafter collectively the "Property"), which consists of approximately **95.635** acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Ward E. Eachus**, 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 **\$1,319,763.00** 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 **\$1,319,763.00** pursuant to CAF# 19-01490, 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 **Ward E. Eachus**, in the **Township of Harrison**, County of Gloucester, State of New Jersey for **\$1,319,763.00**; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Ward E. Eachus**, in regard to the County's purchase of development easements in the farm premises known as **Block 56, Lot 5**, in the **Township of Harrison**, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and
3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and
4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 6, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

CONTRACT TO SELL DEVELOPMENT EASEMENT

WARD E. EACHUS

TO

THE COUNTY OF GLOUCESTER

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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: _____

WARD E. EACHUS

BY: _____

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

Social Security Number

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

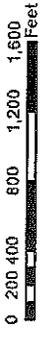
All property owners must sign:

BY: _____
WARD E. EACHUS

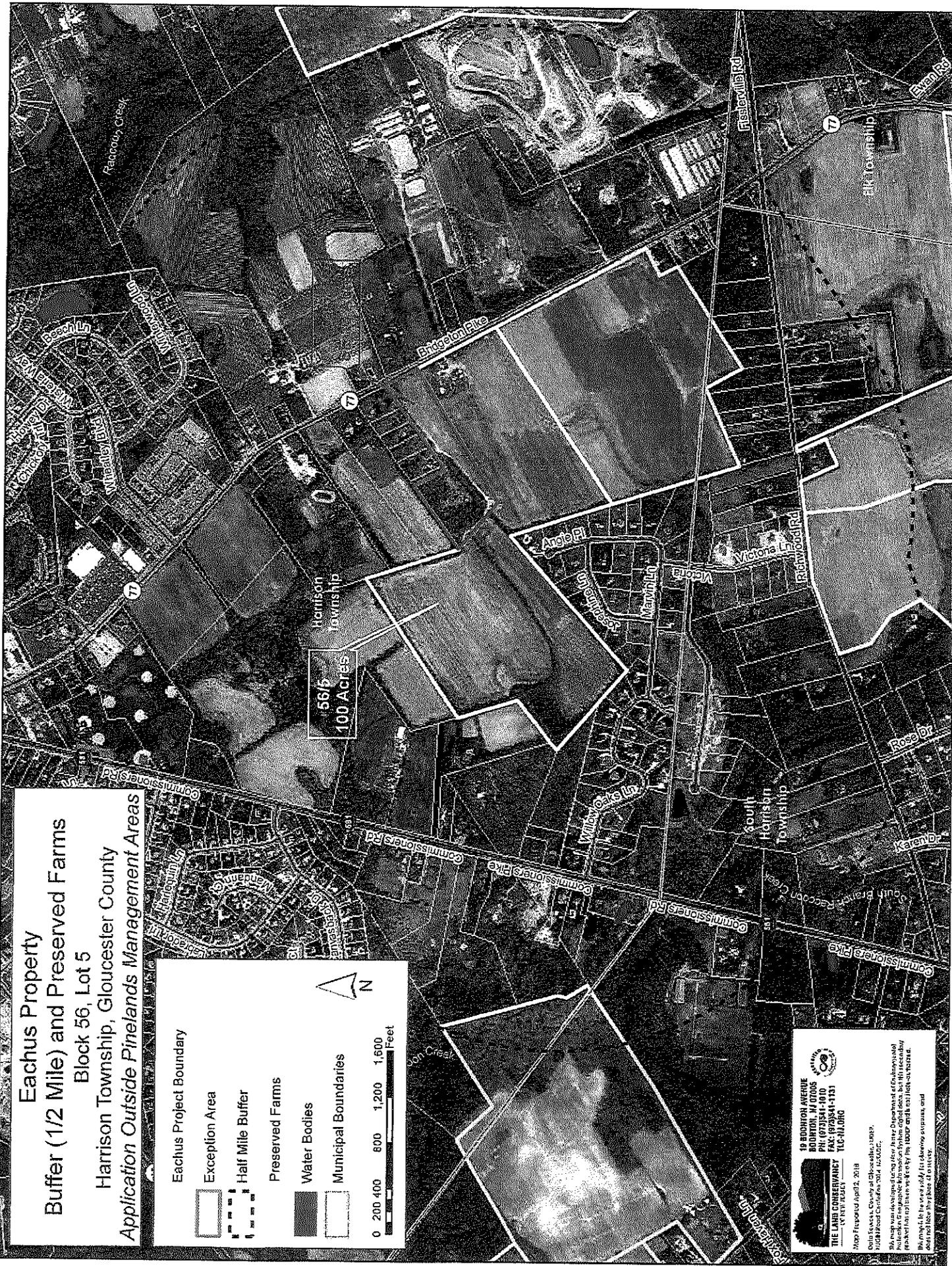
_____ Date

Eachus Property
Buffer (1/2 Mile) and Preserved Farms
 Block 56, Lot 5
 Harrison Township, Gloucester County
 Application Outside Pinelands Management Areas

- Eachus Project Boundary
- Exception Area
- Half Mile Buffer
- Preserved Farms
- Water Bodies
- Municipal Boundaries



56/5
 100 Acres



THE LAND CONSERVANCY
 OF NEW JERSEY

Map Prepared April 2, 2018

19 BORDENTOWN AVENUE
 BORDENTOWN, NJ 07805
 PH: (973) 541-1910
 FAX: (973) 541-1131
 TIG-141016

Eachus Property, Gloucester County, NJ, 07805. 56/5 Parcel is located on Willow Oaks Ln, Commission Rd, and Victoria Ln. The map was prepared by The Land Conservancy of New Jersey, Department of Land Use and Planning, on 4/2/18. The map is for informational purposes only and does not constitute a legal document. The map is not to be used for any other purpose without the express written consent of The Land Conservancy of New Jersey.

CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

I have performed services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I have appraised it previously.

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

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 97 +/- Net Acs
Before Easement	\$17,300	\$1,678,100
After Easement	\$3,790	\$358,900
Value of Development Easement	\$13,600	\$1,319,200



STEVEN W. BARTELT, MAI, SRA

17 May 2018

THE HANSON ORGANIZATION

245 Crystal Lake Avenue, Audubon, NJ 08106-1213
(609) 457-7297

MARK J. HANSON, MAI, AI-GRS, SRA, Esq
MAI, AI-GRS, SRA Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us

March 19, 2018

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of the Eachus Farm
Block 56 Lot 5, Harrison Township, Gloucester County, NJ

Dear Mr. Atkinson:

At your request, I have prepared an appraisal of the Eachus Farm located at 238 Bridgeton Pike, Harrison Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on March 11, 2018.

This report is intended for use only by Gloucester County and the New Jersey State Agricultural Development Committee (SADC) for farmland preservation use. This report is not intended for any other use.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and the 2017 SADC Appraisal Handbook Regulations.

The property rights appraised are the surface rights. There are no improvements on site that were not considered in the value conclusion. There is no irrigation water rights, permanent plantings, marketable standing timber or irrigation equipment considered in this appraisal.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Eachus Farm, as described herein, as of March 11, 2018, was as follows:

	<u>2018</u>	<u>2018</u>
	<u>Value Per Acre</u>	<u>Total Value</u>
<u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u>	\$18,000	\$1,728,000
<u>RESTRICTED MARKET VALUE AFTER EASEMENT</u>	\$4,000	\$384,000
<u>VALUE OF DEVELOPMENT EASEMENT</u>	\$14,000	\$1,344,000

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION

Mark J. Hanson

Mark J. Hanson, MAI, AI-GRS, SRA, SCGRE - #42RG00012000

Enclosure: appraisal report

TMAN WEST QUAD
1-2000

TAX MAP
N.T.S.

304 White Horse Pike
Haddon Heights, New Jersey 08035
Tel: 856-546-8611
Fax: 856-546-8612
www.BachDesignGroup.com


ANTHONY J. DIROSA, PE, PLS
N.J. PROFESSIONAL ENGINEER & LAND SURVEYOR NO. 248482100

ALL DIMENSIONS MUST BE VERIFIED BY
CONTRACTOR AND OWNER MUST BE NOTIFIED
OF ANY DISCREPANCIES BEFORE PROCEEDING
WITH THE WORK.

PROJECT

**SURVEY OF FARMLAND
RESERVATION EASEMENT**
LANDS OF
WARD E. EACHUS
BLOCK 56, LOT 5
TOWNSHIP OF HARRISON
GLoucester COUNTY, NEW JERSEY

LEGEND OF ACQUISITION

PURPORTED OWNER: WARD E. EACHUS
STREET ADDRESS: 542 FERRELL ROAD
MULLICA HILL, N.J. 08052
PROJECT NAME: _____ ADMIN. AUTH. NO. _____
SURVEY REFERENCE NO. _____

BLOCK 56 LOT 5 INTEREST _____
MUNICIPALITY TOWNSHIP OF HARRISON COUNTY GLoucester

TOTAL ACRES 100.889

SUBJECT TO:

ACRES IN ROAD 0.831 ACRES OF IN CLAIM N/A ACRES OF OVERLAP N/A
ACRES WATER N/A ACRES CLOUDED N/A
ACRES OF SEVERABLE EXCEPTIONS 0.051

AREA SUMMARY

TOTAL AREA TO CENTERLINE 101.637 ACRES
TOTAL NET EASEMENT AREA TO BE OBTAINED 95.635 ACRES
TOTAL SEVERABLE EASEMENT AREAS
(G-1, G-2, G-3) 0.051 ACRES
TOTAL AREA IN ROAD 0.831 ACRES
TOTAL AREA IN CLAIM N/A ACRES
TOTAL AREA OVERLAP N/A ACRES
TOTAL AREA UNDER WATER
(GLI/SIDE IN CLASS) N/A ACRES
TOTAL AREA CLOUDED-TITLE N/A ACRES

304 WHITE HORSE PIKE
(NEW JERSEY STATE HIGHWAY #77)
(66' WIDE)

County of Gloucester Purchasing Department

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

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-01490

Pg 1

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

ORDER DATE: 02/21/19
REQUISITION NO: R9-16178
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR	FOUNDATION TITLE, LLC 13000 LINCOLN DRIVE WEST SUITE 201 MARLTON, NJ 08053
---------------	---

VENDOR #: FOUND016

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	This is a CAF 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 Ward Eachus, Block 56, Lot 5 in the Township of South Harrison, consisting of 95.635 acres valued at \$13,800.00 per acre for a total amount of \$1,319,763.00.	T-03-08-509-372-20548 Farmland Preservation	1,319,763.0000	1,319,763.00
			TOTAL	1,319,763.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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 persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X		
VENDOR SIGN HERE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.		
DATE	DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT
DATE	DATE	

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT