

P1

**HONORING DR. THOMAS GALLIA  
FOR OUTSTANDING SERVICE TO THE COMMUNITY  
GLOUCESTER COUNTY CHAMBER OF COMMERCE  
COMMUNITY SERVICE AWARD  
2012 BUSINESS PERSON OF THE YEAR**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Thomas Gallia for being named 2012 Business Person of the Year by the Gloucester County Chamber of Commerce; and*

*WHEREAS, Dr. Thomas Gallia is the Vice President of University Relations and Chief of Staff at Rowan University, and serves as its principal representative to the Rowan Boulevard Planning Committee, Central Business Development Authority, Mayor's Economic Advisory Committee, Glassboro Code Enforcement, Town-Gown Relations Committee, Glassboro Rail and Transportation Center Committee and the Glassboro Public Schools Special Initiatives; and*

*WHEREAS, Dr. Thomas Gallia has served as Vice Chair of Main Street Glassboro, is a trustee of the Southern New Jersey Development Council and has been a member of the Glassboro Chamber of Commerce, Gloucester County Chamber of Commerce and South Jersey Chamber of Commerce. Dr. Gallia is a member of St. Bridget's Church, where he serves as an Usher, is on the parish Finance Committee and was a member of the Bishop's Task Force and Transition Team, integral to its becoming a University Parish. Dr. Gallia is also an executive board member of the St. Anthony Mutual Aid Society; and*

*WHEREAS, Dr. Thomas Gallia has been a strong advocate for local and regional businesses and has been instrumental in the development of Rowan Boulevard. Numerous organizations have recognized him throughout his career including The Glassboro Rotary Sunrise Club naming him a Paul Harris Fellow in 2010, and the 112<sup>th</sup> Congress of the United States issuing a Proclamation in recognition of his contributions to Rowan University and the Glassboro community in 2011; and*

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Dr. Thomas Gallia for his outstanding service to the Gloucester County Community by his being named Gloucester County Chamber of Commerce **"2012 Business Person of the Year"**.

*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 22<sup>nd</sup> day of August, 2012.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder Liaison

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Adam Taliaferro  
Freeholder

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Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

PL

**HONORING JOSEPH QUINTAVALLE**  
*FOR HIS OUTSTANDING SERVICE TO THE COMMUNITY*  
**GLOUCESTER COUNTY CHAMBER OF COMMERCE**  
**2012 CHAMBER MEMBER OF THE YEAR**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Joseph Quintavalle for being named Chamber Member of the Year by the Gloucester County Chamber of Commerce; and*

*WHEREAS, Joseph is a graduate of La Salle College and his professional experience has encompassed forty years of sales and marketing responsibilities involving pharmaceutical products, office systems, and telecommunications representing American Cyanamid, 3M Company, Oce USA, Canon USA, WorldCom, MCI, and Broadwing Communications; and*

*WHEREAS, Joseph contributes his success primarily to comprehending the needs of his clients, only recommending products and services that satisfy their needs, and for having a strong commitment to client satisfaction is one reason among many as to why he was chosen as Chamber Member of the Year, successfully helping to recruit many Gloucester County businesses to the Chamber; and*

*WHEREAS, since retiring in March of 2008 Joseph has been an independent representative of various diversified companies, currently representing five South Jersey based organizations, having developed with their principals some long term mutually beneficial business relationships, aligning himself with these companies because of the quality of their product or service, their focus on developing mutually beneficial business relationships and commitment to customer satisfaction; and*

*WHEREAS, Joseph has been married to his wife Ann for 45 years and resides in the Valleybrook section of Blackwood, NJ, has two sons, Eric and Craig and two daughters in law, Stephanie and Daniele and five Grandsons- Nikolas, Chase, Aaren, Brett and Ty; and*

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace, do hereby honor and congratulate Joseph Quintavalle for his outstanding service and commitment to the Gloucester County Chamber of Commerce and for his being named **"2012 Chamber Member of the Year"**.

*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 22nd day of August, 2012.*

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Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder

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Adam Taliaferro  
Freeholder

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Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

PL

**HONORING KATELYN EYSTAD**  
*FOR OUTSTANDING SERVICE TO THE COMMUNITY*  
**GLOUCESTER COUNTY CHAMBER OF COMMERCE**  
**2012 ROBERT M. BESS MEMORIAL VOLUNTEER YOUTH AWARD**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Katelyn Eystad for receiving the 2012 Robert M. Bess Memorial Volunteer Youth Award from the Gloucester County Chamber of Commerce; and*

*WHEREAS, Katelyn Eystad started the Angels of God Clothing Closet in July of 2009 at the age of 12, with a mission to provide clothing and more to those in need, and has served over 3000 families since, working with local churches, agencies and shelters for referrals of people she can help; and*

*WHEREAS, Katelyn Eystad was driven to start this organization due to her own personal experiences as in the past as her own family has needed help on several occasions due to financial hardships fueled by a house fire, where she and her family lost many items and clothing, prompting Katelyn to want to give back to others as it has been done for her family ; and*

*WHEREAS, Katelyn Eystad has exemplified the meaning of true service to the community and those in need, and serves as an example to our youth through her unselfish and charitable acts ; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Katelyn Eystad for her outstanding service to the Gloucester County Community by her receiving the "2012 Robert M. Bess Memorial Youth Volunteer Award" by the Gloucester County Chamber of Commerce.*

*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 22<sup>nd</sup> day of August, 2012.*

\_\_\_\_\_  
*Robert M. Damming*  
*Freeholder Director*

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*Giuseppe (Joe) Chila*  
*Freeholder Deputy Director*

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*Lyman Barnes*  
*Freeholder*

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*Vincent H. Nestore, Jr.*  
*Freeholder*

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*Heather Simmons*  
*Freeholder Liaison*

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*Adam Taliaferro*  
*Freeholder*

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*Larry Wallace*  
*Freeholder*

*ATTEST:* \_\_\_\_\_  
*Robert N. DiLella, Clerk*

**HONORING LARRY DIVIETRO  
FOR OUTSTANDING SERVICE TO THE COMMUNITY  
GLOUCESTER COUNTY CHAMBER OF COMMERCE  
COMMUNITY SERVICE AWARD  
2012 SMALL BUSINESS PERSON OF THE YEAR**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Larry DiVietro for being named 2012 Small Business Person of the Year by the Gloucester County Chamber of Commerce; and*

*WHEREAS, Larry is President/CEO of Land Dimensions Engineering, located at 6 E High Street, Glassboro, N, a Licensed Professional Planner, certified by the American Institute of Certified Planners and registered in NJ. Larry began his career in civil and site development engineering in the mid 70's and in 1979, founded Land Dimensions, growing from 2 to 30 employees; and*

*WHEREAS, Larry is currently the Planning Board Planner for Quinton Twp in Salem County and is also involved in many community activities including: Rowan University Trustee Board Member, former President and current Board Member of Fulton Bank of NJ, Former Chair and Board Member of the Gloucester County College Foundation Board, Former Trustee of the Gloucester County YMCA, a member of the Southern NJ Development Council, Urban Land Institute; Builders League of South Jersey/NJ Builders Assn, American Planners Association, NJ Society of Professional Land Surveyors, Dena's Development Council, UMDNJ; and*

*WHEREAS, Larry recognizes that not only should he exemplify hard work and good business ethics, but also, along with his wife, Theresa, gives back to the community through many charitable events and organizations; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace, do hereby honor and congratulate Larry DiVietro for his outstanding service to the Gloucester County Community on his being named "2012 Small Business Person of the Year" by the Gloucester County Chamber of Commerce.*

*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 22<sup>nd</sup> day of August, 2012.*

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Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder

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Adam Taliaferro  
Freeholder

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Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

PI

**HONORING OLIVIA SUAREZ ONORATO  
FOR OUTSTANDING SERVICE TO THE COMMUNITY  
GLOUCESTER COUNTY CHAMBER OF COMMERCE  
2012 ROBERT M. BESS MEMORIAL VOLUNTEER YOUTH AWARD**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Olivia Suarez Onorato for receiving the 2012 Robert M. Bess Memorial Volunteer Youth Award from the Gloucester County Chamber of Commerce; and*

*WHEREAS, Olivia Suarez Onorato is a recent graduate of Paul VI High School and served as Student Council Vice President and Secretary, President of the Spanish Club, Student Ambassador, Peer Leader and Assistant Director for three musicals, member of several Prom Committees, Student Health Advocacy Club and was a member of the Competition and Varsity Dance Teams; and*

*WHEREAS, Olivia Suarez Onorato was named Miss NJ National Teenager 2011 and was a top ten finalist at America's National Teenager 2011 and hopes someday to compete on the Miss America stage, and also volunteers for numerous organizations up to and including Kennedy University Hospital, People for People Foundation, Boys and Girls Club of Gloucester County, Military Support Group of South Jersey, Angels of God, One Warm Coat, Phillies Red Goes Green, Lauren Rose Albert Foundation and the March of Dimes ; and*

*WHEREAS, Olivia Suarez Onorato has exemplified the meaning of true service to the community, and serves as an example to our youth through her unselfish and charitable acts, being considered a true champion and advocate for all teens ; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Olivia Suarez Onorato for her outstanding service to the Gloucester County Community by her receiving the "2012 Robert M. Bess Memorial Volunteer Youth Award" from the Gloucester County Chamber of Commerce.*

*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 22<sup>nd</sup> day of August, 2012.*

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Robert M. Damming  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder Liaison

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Adam Taliaferro  
Freeholder

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Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

PL

**HONORING ROBIN'S NEST**  
**FOR OUTSTANDING SERVICE TO THE COMMUNITY**  
**GLOUCESTER COUNTY CHAMBER OF COMMERCE**  
**COMMUNITY SERVICE AWARD**  
**2012 NON PROFIT ORGANIZATION OF THE YEAR**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Robin's Nest for being named 2012 Non Profit Organization of the Year by the Gloucester County Chamber of Commerce; and*

*WHEREAS, Robin's Nest, founded by Ruth London, is the pioneer of the group home movement in New Jersey, as it embodies a Mother's instinct to nurture and care for its young, bolstering self confidence, and encouraging education, and fostering the desire to lead full and productive lives among troubled teens ; and*

*WHEREAS, Robin's Nest provides measurable stability and permanency for thousands of children every year and helps hundreds of young adults make a successful transition into full adulthood. In 2010, Robin's Nest helped nearly 10,000 children as well as maintaining their status as one of the most financially efficient children's service agencies in the state of New Jersey, and their conscientious stewardship allows them to use gifts and grants to directly address the pain and suffering of their most vulnerable clients; and*

*WHEREAS, Robin's Nest is so uniquely effective because of its unwavering focus their children and by having a single-minded goal to do "whatever it takes" to encourage self-reliance for these children and their families ; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Robin's Nest for its outstanding service to the Gloucester County Community by being named Gloucester County Chamber of Commerce "2012 Non Profit Organization of the Year".*

*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 22<sup>nd</sup> day of August, 2012.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder Liaison

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Adam Taliaferro  
Freeholder

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Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

**HONORING SHARON BEDNAR  
FOR OUTSTANDING SERVICE TO THE COMMUNITY  
GLOUCESTER COUNTY CHAMBER OF COMMERCE  
COMMUNITY SERVICE AWARD  
2012 CITIZEN OF THE YEAR**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to honor Sharon Bednar for being named 2012 Citizen of the Year by the Gloucester County Chamber of Commerce; and*

*WHEREAS, Sharon has been a resident of Woolwich Township since 1977, married for 25 years and a licensed MRI technician for 20 years as well as a loving pet owner her entire life, owning three rescue dogs, three rescue cats and a talking bird ; and*

*WHEREAS, through her love for animals, Sharon exemplifies true empathy for those less fortunate and unable to advocate on their own behalf. Sharon sets the bar high for selfless dedication and charity towards others; and*

*WHEREAS, Sharon works with the Animal Welfare Association, successfully raising funds for their annual Paws & Feet 5K Race/Walk at Cooper River Park, volunteers for the Salem County Humane Society and in 2007 established the New Jersey chapter for PAWS for People, a nonprofit pet therapy organization that recruits, trains, certifies and places therapy teams in over 125 sites in Delaware, Maryland, Pennsylvania and New Jersey; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Adam Taliaferro, Heather Simmons and Larry Wallace do hereby honor and congratulate Sharon Bednar for her outstanding service to the Gloucester County Community by being named Gloucester County Chamber of Commerce "2012 Citizen of the Year".*

*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 22<sup>nd</sup> day of August, 2012.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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Lyman Barnes  
Freeholder

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Vincent H. Nestore, Jr.  
Freeholder

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Heather Simmons  
Freeholder Liaison

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

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Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

**MINUTES**

7:30 p.m. Wednesday, July 25, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the closed session minutes from June 6, 2012 and regular minutes from June 20, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

P-1 Proclamation honoring the Washington Township "Lightning" U-15 Club Soccer Team for its outstanding performance during the 2012 Season (to be presented) (Simmons).

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Ellen Fromm and Diane Hale from Swedesboro asked for support for open space in Swedesboro.

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**PUBLIC HEARING REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 6, LOT 1 & BLOCK 4, LOT 1 IN THE BOROUGH OF SWEDESBORO WITH OPEN SPACE PRESERVATION TRUST FUNDS.** This public hearing is to consider the County's possible acquisition of Block 6, Lot 1 & Block 4, Lot 1 in the Borough of Swedesboro with Open Space Preservation Trust Funds. This is an approximate 3.13-acre parcel in the Borough of Swedesboro that has been proposed for the Open Space Preservation Program. This would be the first preservation project in Swedesboro administered through the County's Open Space Preservation Program. Once preserved, the property would be deeded to Swedesboro following settlement, who would utilize it for their residents' recreational needs. The landowners have agreed to the County's offer of \$340,000.00, which was based on the reports of two

State-approved appraisers, and certified by the New Jersey Green Acres Program. Swedesboro will contribute 25% (\$85,000.00) of the total acquisition costs; and the County will also seek a 50% reimbursement from Green Acres. In order to proceed with the preservation process, a public hearing must be conducted on the possible acquisition of the said property. The public hearing cannot be held until 30-days after it is scheduled. This public hearing date was previously established by the Freeholder Board in a Resolution adopted on June 20, 2012.

**OPEN**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**CLOSE**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**INTRODUCTION: AN ORDINANCE AMENDING AN ORDINANCE REGULATING PARKING AT COUNTY PARKING LOTS TO PROVIDE THAT PARKING AT COUNTY PARKING LOT D, DELAWARE AVENUE AND LUPTON AVENUE IN WOODBURY, BE OPEN TO THE GENERAL PUBLIC.** The regulation of parking at the various County-owned parking lots throughout the County is controlled by ordinance. The regulations pertaining to each specific parking lot are contained in Schedule "A" of the ordinance. Presently the ordinance provides that parking at Parking Lot D, located at Delaware Avenue and Lupton Avenue in Woodbury, is restricted to employees and to the public doing business in County buildings. The County desires to make parking at Parking Lot D open to the general public. Doing so requires Schedule "A" to be amended to specifically state that parking at Parking Lot D is open to the general public. A public hearing is set on this matter for August 8, 2012 at 7:30 p.m.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF THE LITIGATION MATTER ENTITLED JULIA BROE, Individually, and as Administratrix Ad Prosequendum of the ESTATE OF ANDREW STOSNY, DECEASED v. GLOUCESTER COUNTY, ET AL, CASE NO. 1:11-CV-00132\_RMB-AMD.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**A-2 RESOLUTION TO AUTHORIZE SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, HOWARD ABRAMS v. GLOUCESTER COUNTY, C.P. NO. 2009-15671, IN THE AMOUNT OF \$3,500.00 IN ATTORNEY FEES AND \$90.00 FOR STENOGRAPHIC FEES.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**A-3 RESOLUTION AUTHORIZING EXPENDITURE OF SURPLUS FUNDS FROM SETTLEMENT OF THE MATTER OF SANDRA WILSON KING v. GLOUCESTER COUNTY, ET AL, TO BE UTILIZED FOR CAPITAL IMPROVEMENTS AT THE COUNTY JAIL.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**A-4 RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2011.**

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**A-5 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JULY 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X	12-05543	12-06149 12-06150 12-05427 12-05602 12-05491 12-05809 12-06520
Wallace			X	12-04216 12-06274 12-05543	12-03040 12-03041 12-05809
Chila	X		X		
Simmons		X	X		12-00822 12-05829 12-05327 12-06048
Barnes			X		12-06081 12-05832 12-06199 12-12275
Taliaferro			X		
Damminger			X		

Comments: N/A

**A-6 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- *Local Core Capacity for Public Health Emergency Preparedness - \$354,184.00*
- *Area Plan Grant - \$7,756.00*
- *Victims of Crime Act Grant - \$169,648.00*

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**A-7 RESOLUTION AUTHORIZING CONTRACT WITH DECOTIIS, FITZPATRICK & COLE, LLP FOR TAX ATTORNEY SERVICES FOR LARGE SCALE AND COMPLEX FACILITIES IN AN AMOUNT NOT TO EXCEED \$150,000.00, FROM JULY 11, 2012 TO JULY 10, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore				X	
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace said contract and RFP do not "jive". Chief Counsel Lyons explained the reasons for the differences between the RFP and the contract. Freeholder Wallace motioned to amend the resolution. More discussion ensued between Deputy Director Chila, Freeholder Barnes, and Chief Counsel Lyons. Freeholder Nestore seconded Freeholder Wallace's motion. The motion to amend was deemed out of order. After more discussion, Director Damminger called for a vote.

**A-8 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2012 TO AUGUST 2, 2013 IN AN AMOUNT NOT TO EXCEED \$200,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**B-1 RESOLUTION AMENDING THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$6,082.00 FOR THE GRANT PERIOD JULY 1, 2010 TO JUNE 30, 2011.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-2 RESOLUTION AUTHORIZING A CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES, FROM JULY 1, 2012 TO JUNE 30, 2013 IN AN AMOUNT NOT TO EXCEED \$160,000.00 WITH THE COUNTY RESERVING A TWO YEAR RENEWAL OPTION.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-3 RESOLUTION AUTHORIZING A CONTRACT WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER FROM JULY 1, 2012 TO JUNE 30, 2013 IN AN AMOUNT NOT TO EXCEED \$190,000.00, WITH THE COUNTY RESERVING AN OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE WORKPLACE LITERACY PROGRAMS FROM JULY 1, 2012 TO JUNE 30, 2013, IN AN AMOUNT NOT TO EXCEED \$36,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-5 RESOLUTION INCREASING THE CONTRACT AMOUNT WITH ENVIRONMENTAL TESTING CONSULTANTS, LLC BY \$2,000.00, RESULTING IN A NEW TOTAL CONTRACT AMOUNT OF \$12,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-6 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT MODIFICATION #1 TO FEDERAL AID AGREEMENT # 09-DT-BLA-497 WITH THE NJDOT TO DECREASE FUNDING IN THE AMOUNT OF \$1,508,314.00 IN REGARD TO FEDERAL PROJECT #FS-0177 (106).**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-7 RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC. IN THE AMOUNT OF \$130,000.00 FOR COUNTY PUBLIC WORKS PROJECT #12-08.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-8 RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$29,173.03 IN REGARD TO ENGINEERING PROJECT #11-03FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**B-9 RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO NJDEP TO EXTEND WETLANDS PERMITS FOR ROAD IMPROVEMENTS TO KINGS HIGHWAY REQUIRED BY THE COUNTY PLANNING BOARD REGARDING A DEVELOPMENT IN WOOLWICH TOWNSHIP KNOWN AS THE VILLAGES AT WEATHERBY BY SUMMIT VENTURES, LLC.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

FREEHOLDER BARNES  
FREEHOLDER SIMMONS

**C-1 RESOLUTION AUTHORIZING THE PROCUREMENT OF VENDORS FOR THE ANNUAL WOMEN'S HEALTH SUMMIT FOR AN AMOUNT NOT TO EXCEED \$25.00 RENTAL FEE PER VENDOR TO BE HELD ON OCTOBER 27, 2012 AT GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**C-2 RESOLUTION AUTHORIZING A MODIFICATION TO HEALTH DEPARTMENT INSPECTION FEES EFFECTIVE AUGUST 1, 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**C-3 RESOLUTION AUTHORIZING AN APPLICATION FOR THE LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$354,184.00 FROM AUGUST 10, 2012 TO JUNE 30, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**C-4 RESOLUTION AUTHORIZING A CONTRACT WITH CAMDEN BAG & PAPER, INC., TO SUPPLY AND DELIVER PAPER PRODUCTS FOR THE NUTRITION PROGRAM IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR A TWO YEAR PERIOD.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**C-5 RESOLUTION AUTHORIZING APPLICATION TO THE NEW JERSEY DIVISION OF MENTAL HEALTH SERVICES FOR RENEWAL OF FUNDING TO OFFSET A PORTION OF SALARY DOLLARS FOR THE SERVICES OF THE GLOUCESTER COUNTY MENTAL HEALTH ADMINISTRATOR, FROM JULY 1, 2012 TO JUNE 30, 2013, IN THE TOTAL AMOUNT OF \$12,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**F-1 RESOLUTION AUTHORIZING THE EXECUTION OF A FEDERAL OFF-CAMPUS WORK STUDY AGREEMENT BETWEEN THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE AND WASHINGTON UNIVERSITY SCHOOL OF LAW, AT NO COST TO THE COUNTY, FROM MAY 1, 2012 TO SEPTEMBER 1, 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**F-2 RESOLUTION AUTHORIZING GRANT APPLICATION AND EXECUTION OF ANY AND ALL DOCUMENTS RELATIVE TO VICTIMS OF CRIME ACT (VOCA) GRANT, FROM JULY 1, 2012 TO JUNE 30, 2013, IN THE AMOUNT OF \$212,060.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**F-3 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE GRANT APPLICATION FOR THE BYRNE CRIMINAL JUSTICE INNOVATION PROGRAM GRANT (BJA), BJA-2012-3294, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE CITY OF WOODBURY, IN THE AMOUNT OF \$225,000.00, FROM OCTOBER 1, 2012 TO SEPTEMBER 1, 2015.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**G-1 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF SEPTEMBER 5, 2012 REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 2105, LOTS 24 AND 24.01 IN THE BOROUGH OF CLAYTON, AND BLOCK 12801, LOT 9 IN THE TOWNSHIP OF MONROE, WITH OPEN SPACE PRESERVATION TRUST FUNDS.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**G-2 RESOLUTION PRELIMINARILY APPROVING ACQUISITION BY THE COUNTY OF DEVELOPMENT EASEMENTS IN THE FARM PROPERTY OF BEZR HOMES LLC / NAR FARMS LLC, KNOWN AS BLOCK 1102, LOTS 1, 2.01, 2.05, 3, 3.02, 5, 7, IN THE TOWNSHIP OF EAST GREENWICH THROUGH THE COUNTY'S PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR THE FARMLAND PRESERVATION PROGRAM.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**G-3 RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT OF SALE, AND ALL OTHER NECESSARY DOCUMENTS, FOR THE PURCHASE OF BLOCK 6, LOT 1, AND BLOCK 4, LOT 1, IN THE BOROUGH OF SWEDESBORO, KNOWN AS SWEDESBORO AUCTION, INC. FOR \$340,000.00 AS OPEN SPACE UTILIZING OPEN SPACE PRESERVATION TRUST FUNDS.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:35 PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

A1

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT  
OF THE WORKERS' COMPENSATION MATTER OF  
KATHRYN MILLER O/B/O DONALD MILLER, C.P. NO. 2010-8404,  
IN THE AMOUNT OF \$500.00 FOR ATTORNEY FEES  
AND \$90.00 FOR STENOGRAPHIC FEES**

**WHEREAS**, a claim for dependency benefits for Kathryn Miller, on behalf of Donald Miller, decedent, was filed against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

**WHEREAS**, the parties through Legal Counsel have reached a proposed resolution of the matters, said proposal having been received by the Court for reasonableness.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claim filed by the hereinabove referenced Petitioner is hereby authorized as follows:

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Kathryn Miller	2010-8404	\$590.00 (total) (\$500= <i>atty fee</i> ) (\$ 90= <i>steno fee</i> )	Motor Vehicle Accident

**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 hereinabove.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**RESOLUTION ACKNOWLEDGING SETTLEMENT BY TRAVELERS INSURANCE COMPANY IN THE AMOUNT OF \$70,000 IN ACCORDANCE WITH THE INSURANCE CONTRACT, OF THE LITIGATION MATTER ENTITLED JULIA BROE, INDIVIDUALLY, AND AS ADMINISTRATRIX OF THE ESTATE OF ANDREW STOSNY V. GLOUCESTER COUNTY, ET AL, CASE NO. 1:11-CV-00132 RMB-AMD**

**WHEREAS**, as a result of an incident which occurred in the Gloucester County jail on January 10, 2009, a lawsuit was brought against the County of Gloucester by the Estate of Andrew Stosny, filed in the District Court of New Jersey and identified as Case No. 1:11-CV-00132 RMB-AMD; and

**WHEREAS**, the County's insuring agreement with Travelers Insurance sets forth that Travelers "will have the right to settle any claim within any applicable deductible; or, the available limits of coverage"; and

**WHEREAS**, Travelers Insurance has exercised its right under the contract of insurance to settle this matter; and

**WHEREAS**, subsequent to a settlement conference held on July 18, 2012, Traveler's has determined that the matter will be resolved for the amount of \$70,000; and

**WHEREAS**, in acknowledging this exercise of the contractual right to settle by Travelers Insurance, the County admits no liability, nor has any been found by any court or arbitrator in connection with the claims alleged in this litigation matter, nor expresses agreement with the settlement being reached; and

**WHEREAS**, the County Treasurer has certified the availability of funds in the amount of \$70,000 pursuant to CAF#12-07524, which amount shall be charged against budget line item #1-01-23-210-001-20250.

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

1. That the exercise of the contractual right to settle by Traveler's Insurance in the amount of \$70,000 in accordance with their right to settle any claim within the deductible as per the County's insurance contract, is hereby acknowledged,
2. That the Freeholder Director and Clerk of the Board, the County Administrator, and County Treasurer, shall be authorized to execute any documents necessary to effectuate resolution of the matter.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A3

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL 331 FROM JANUARY 1, 2012 TO DECEMBER 31, 2014**

**WHEREAS**, the County of Gloucester and the *Teamsters #331* have negotiated a Collective Bargaining Agreement (herein referred to as "Agreement", attached hereto as Exhibit A ), for those employees of Gloucester County Division of Social Services represented by said Teamsters #331; and

**WHEREAS**, under the terms of the Collective Bargaining Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2012 through December 31, 2014; and

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *Teamsters #331* which Agreement is incorporated herein by reference;
2. Said Agreement shall be effective for the period beginning January 1, 2012 and concluding December 31, 2014.
3. That the appropriate County Officials shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA**  
**CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING ACCEPTANCE AND RATIFICATION OF COLLECTIVE BARGAINING AGREEMENTS WITH THE CWA LOCAL 1085, BLUE & WHITE COLLAR, SUPERVISORY, AND ROW OFFICE UNITS; AND, PROSECUTOR'S OFFICE CLERICAL AND PARAPROFESSIONAL FROM JANUARY 1, 2012 TO DECEMBER 31, 2014**

**WHEREAS**, the County of Gloucester and the *CWA Local 1085, Blue & White Collar, Supervisory, and Row Office Units*, and *Prosecutor's Office Clerical and Paraprofessional*, have negotiated Collective Bargaining Agreements (herein referred to as "Agreements", attached hereto as Exhibit A and Exhibit B), for those employees of Gloucester County represented by said CWA Local #1085; and

**WHEREAS**, under the terms of the Collective Bargaining Agreements, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2012 through December 31, 2014; and

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreements between the County of Gloucester and **CWA Local 1085**, which Agreements are incorporated herein by reference;
2. Said Agreements shall be effective for the period beginning January 1, 2012 and concluding December 31, 2014.
3. That the appropriate County Officials shall be authorized to execute the Agreements and/or other documents necessary to effectuate said Collective Bargaining Agreements and the terms contained therein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA**  
**CLERK OF THE BOARD**

A5

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE CWA LOCAL 1085, DIVISION OF SOCIAL SERVICES RANK AND FILE AND SUPERVISORY UNITS, FROM JANUARY 1, 2012 TO DECEMBER 31, 2014**

**WHEREAS**, the County of Gloucester and the *CWA #1085, Division of Social Services Rank and File and Supervisory Units*, have negotiated a Collective Bargaining Agreement (herein referred to as "Agreement", attached hereto as Exhibit A), for those employees of Gloucester County Division of Social Services represented by said CWA #1085; and

**WHEREAS**, under the terms of the Collective Bargaining Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2012 through December 31, 2014; and

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *CWA #1085, Division of Social Services Rank and File and Supervisory Units*, which Agreement is incorporated herein by reference;
2. Said Agreement shall be effective for the period beginning January 1, 2012 and concluding December 31, 2014.
3. That the appropriate County Officials shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA**  
**CLERK OF THE BOARD**

AL

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF AUGUST 2012**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending August 20, 2012; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending August 20, 2012.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending August 20, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending August 20, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A7

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$39,100.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program - *Other Expenses*;
- (2) The sum of **\$30,000.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Region Wide Transportation GIS System, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Region Wide Transportation GIS System - *Other Expenses*;
- (3) The sum of **\$14,249.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Workforce Development Partnership, to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development Workforce Development Partnership - *Other Expenses*;
- (4) The sum of **\$36,000.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Workforce Learning Link, to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development Workforce Learning Link - *Other Expenses*;
- (5) The sum of **\$12,000.00**, which item is now available as a revenue from the New Jersey Department of Human Services Mental Health Administrator, to be appropriated under the caption of the New Jersey Department of Human Services Mental Health Administrator - *Other Expenses*;
- (6) The sum of **\$33,000.00**, which item is now available as a revenue from the New Jersey Department of Military and Veterans Affairs Veterans Transportation, to be appropriated under the caption of the New Jersey Department of Military and Veterans Affairs Veterans Transportation - *Other Expenses*;
- (7) The sum of **\$1,803,515.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development Work First New Jersey, to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development Work First New Jersey - *Other Expenses*;
- (8) The sum of **\$300,000.00**, which item is now available as a revenue from the New Jersey Department of Children and Families Prevention Planning, to be appropriated under the caption of the New Jersey Department of Children and Families Prevention Planning - *Other Expenses*;
- (9) The sum of **\$159,745.00**, which item is now available as a revenue from the New Jersey Transit Section 5311 Rural Transportation, to be appropriated under the caption of the New Jersey Transit Section 5311 Rural Transportation - *Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A8

**RESOLUTION REAPPOINTING RHONDA ROGERS, DAVID CANTINO AND SCOTT SIMPKINS TO THE DISABLED PERSONS ADVISORY COMMISSION**

**WHEREAS**, the Disabled Persons Advisory Committee provides a valuable service for the County of Gloucester; and

**WHEREAS**, the current terms of certain Commission Members will expire on August 20, 2012; and

**WHEREAS**, the Board of Chosen Freeholders desires to reappoint Rhonda Rogers, David Cantino and Scott Simpkins to said Commission

**THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County Gloucester that Rhonda Rogers, David Cantino and Scott Simpkins are hereby reappointed to the Disabled Persons Advisory Committee for the County of Gloucester, for a three-year term from August 20, 2012 to August 20, 2015; and

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A8

**RHONDA D. ROGERS****CAREER SUMMARY:**

Experienced Corporate Recruiter and Business School Director with diverse Employee Relations skills. Excellent communications and interpersonal skills, eager to learn and be challenged at all times. Proficient in MS Windows, Word, WordPerfect, Excel and Access.

**PROFESSIONAL EXPERIENCE:****HireAbility, Blackwood, NJ****Employment Specialist: 09/05 – present**

Primarily responsible for assisting people with disabilities become gainfully employed by some of the top employers throughout the tri-state area. Develop job leads for candidates to pursue independently, develop and set up career building seminars and resume writing workshops. Partner with the Division of Vocational Rehabilitation on job sourcing efforts. Arrange employer committee meeting and internal job fairs to showcase qualified job-ready candidates. Works with organizations that focus their efforts on assisting people with disabilities improve the quality of their lives through information and guidance.

**SELECTED ACCOMPLISHMENTS:**

- Winner of the 2006 EPIC award presented by the Secretary of Labor for Exemplary Public Interest, Service and Contributions supporting people with disabilities and diverse backgrounds.
- Developed a partnership with a major Banking Corporation that now hires our clients directly.
- Set up job clubs with the Southern New Jersey DVR offices.
- Re-established relationships with DVR counselors who were no longer utilizing our service.

**Empire Beauty School, Cherry Hill, NJ****Director: 10/04 – 03/05 (contract)**

Responsible for proving the overall administration, leadership and management of the Cherry Hill campus. Responsible for growing and developing the school to the level expected by the Executive Management Team. Managed the schools P&L to meet and exceed the budgeted revenue while insuring the quality of the program and student requirements were not compromised. Responsible for resolving all staff and student issues and concerns, in addition to creating an environment that was conducive to learning. Also responsible for recruiting and hiring all school faculty.

**SELECTED ACCOMPLISHMENT:**

- Implemented immediate changes in the campus environment.
- Collected all outstanding tuition payments within 30 days, increased revenue.
- Managed and coordinated a major, New York hair show for Empire students.

**Travel & Tourism Academy, Philadelphia PA****Director: 06/00 – 07/04**

Primarily responsible for managing the schools daily operation, which consisted of responding to all inquiries regarding the academic curriculum. Recruited and enrolled qualified students for (15) ongoing classes. Also responsible for all aspects of Human Resources, including policies, procedures and staffing. Provided President with quarterly statistical reports, worked closely with City and State agencies, i.e. Pennsylvania Carelink and Philadelphia Workforce and Development Corporation in an effort to develop funding sources for our students. Other responsibilities included all sales, marketing and advertisement initiatives, in addition to overseeing the annual budget. Visited travel agencies and other industry companies to introduce ITA in an effort to create career and job opportunities for graduating students. Also responsible all new student interviews, as well as company orientation for new students and staff.

**SELECTED ACCOMPLISHMENTS:**

- Researched and executed a financial aid program to meet student needs.
- Successfully completed fall and winter enrollments to capacity consistently.
- Successfully placed (91%) of our graduated in positions in the travel and tourism industry.

- Developed internship programs for students needing extra credit.

**RHONDA D. ROGERS**  
**PAGE 2**

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**Protocall Staffing Service, Philadelphia, PA**

**Director of Business Staffing: 04/99 - 04/00**

Primary responsibilities consisted of providing top notch sourcing and recruiting initiatives for (4) four major Pennsylvania Hospitals. Also responsible for researching and attending the most attractive cost effective job fairs throughout the tri-state area including price negotiation for each event. Also responsible for setting up career fairs at each hospital on a quarterly basis. Other responsibilities included developing employee retention incentives, (contest, referral bonus programs, focus groups and providing on site daycare).

**SELECTED ACCOMPLISHMENTS:**

- Successfully merged recruiting efforts for (2) Pennsylvania business branches.
- Developed and implemented an internal resume tracking system.
- Reduced advertising expenses by (40%) within (6) months.

**First Union National Bank (former CoreStates Bank) Philadelphia, PA**

**Staffing Consultant: 08/97 - 03/99**

Provided strategic staffing products and services to various internal business lines, utilizing external networks and sources to maintain a strong pool of qualified candidates for various position categories, focusing on the benefit of diversity. Conducted on and off site recruiting events, in addition to overseeing the new hire orientation process.

**SELECTED ACCOMPLISHMENTS:**

- Recruited, interviewed and hired (19) new employees to staff a newly created department within (1) week.
- Established relationships with outside recruiting firms specializing in employees with disabilities.

**CoreStates Financial Corp, Philadelphia, PA**

**Claims Manager: 02/91 - 09/97**

Responsible for managing the corporate insurance related litigation process. Provided consultative services for each business line throughout the corporation. Provided training and development for a staff of (12) insuring each team member was up to speed on insurance products and services. Managed the Corporate Workers Compensation program for (19,000) employees and acted as liaison to the Human Resources Management Team on all Insurance Risk Management Claims issues.

**SELECTED ACCOMPLISHMENTS:**

- Selected by senior management as corporate representative, responding to all outside counsel.
- Developed Insurance Risk Management Manual for the banking business lines.
- Reduced workers compensation loss time claims by (35%) within one year.
- Implemented panel Physicians process for a select group of employees.

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**CONTINUING EDUCATIONS AND TRAINING:**

- Moore College of Art & Design, Philadelphia, PA
- Insurance Society of Philadelphia, Philadelphia, PA
- Chubb Insurance Specialty School, Warren, NJ
- Drexel University, Philadelphia PA

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**VOLUNTEER WORK:**

- Aids Fund - Philadelphia Chapter, Philadelphia, PA
  - Children's Crisis Treatment Center, Philadelphia, PA
  - Business Volunteers on Call - Arts & Business Council, Philadelphia, PA
  - United Way - Philadelphia Chapter, Philadelphia, PA
- 

**REFERENCES AVAILABLE UPON REQUEST**

A8

## David A. Contino

### SUMMARY

An experienced physical therapist with proven ability in health care administration and home care. Demonstrated success in the development of an efficient and well-staffed rehabilitation department. Strong leader. Broad background includes home care, orthopedic/sports medicine, long-term care, acute care, and pediatrics (public and private schools). Particularly skilled in the assessment of musculoskeletal disorders. Thorough understanding of the policies, procedures, and appropriate documentation in the field of home care. Extensive knowledge of health insurance policies/reimbursement, and Medicare's Prospective Payment System. An earned reputation for outstanding written and oral communication with patients, physicians, and other health care providers. A number of successful positions in the field of rehabilitation.

### EDUCATION

Columbia University, New York, NY - Master of Science in Physical Therapy (1986)

Recipient of the Lynn Rosenthal Award for Excellence in the Area of Pediatric Research. (1986)

Rutgers University, New Brunswick, NJ - Bachelor of Arts in Psychology (1981)

### PROFESSIONAL EXPERIENCE

SOUTH JERSEY HEALTHCARE HOMECARE, Salem, NJ (2004 to present)

#### *Director of Rehabilitation*

Responsible for all daily operational aspects of the rehabilitation department for a Medicare certified home health agency serving Salem and Cumberland counties. Duties include hiring of staff, chart and performance reviews, maintenance of agency policies and procedures, contract negotiations, implementation of state and JCAHO guidelines. Review and approve physician orders and the OASIS comprehensive assessment, ensuring accurate ADL/IADL coding and maximizing OBQI outcomes. Participate in the weekly billing process. Utilize a thorough working knowledge of NDoc documentation software. As a member of the Senior Management Group, actively participate in the operational budget (revenues/expenses), critical measures and strategic planning, both departmental and organizational. Meet with referral sources on a regular basis (i.e. physicians, rehabilitation centers, hospital, skilled nursing facilities, etc). Contribute to several agency committees.

## David A. Contino

Page 2

### SILVER CARE CENTER, Cherry Hill, NJ (1998 to 2004)

#### *Director of Rehabilitation*

Responsibilities included the operations and patient needs of the rehabilitation department of a large health care complex which provided sub-acute rehabilitation, long-term care, a ventilation unit, assisted living, hemo-dialysis, outpatient rehabilitation and an Alzheimer's unit. Directly supervised and managed a staff of physical therapists, occupational therapists, speech therapists and rehabilitation aides. Implemented and administered Medicare's prospective payment system in the sub-acute rehabilitation setting. Additional duties included the initiation of new programs, utilization review, quality assurance, state survey procedures and licensing, JCAHO guidelines/regulations, and the writing and implementing of department policies and procedures.

### VISITING NURSES ASSOCIATION, Runnemede, NJ (1987 to 2004)

#### *Home Care Physical Therapist (full-time 1987-1998)*

Provided home care physical therapy services throughout Gloucester and Camden counties to patients of all ages, including infants and children. Have served as a clinical instructor for physical therapy students as well as a professional resource for other allied health personnel. Worked directly with other health professionals and county and local officials to procure needed services for patients.

### PHYSICAL THERAPY PROFESSIONAL ASSOCIATION/HEARTLAND REHABILITATION, Vineland, NJ (1992 to 1997)

#### *Physical Therapist, Orthopedic/Sports Medicine*

### WESTWOOD REHABILITATION ASSOCIATES, Woodbury, NJ (1987 to 1992)

#### *Physical Therapist, Orthopedic Office/Home Care*

### PUBLIC SCHOOL SYSTEM (1987-1991)

#### *School Physical Therapist*

Independently provided services for children with developmental, orthopedic, and learning disabilities for several public school districts.

### **CONTINUING EDUCATION**

A sampling of courses:

- OASIS: Challenges and Opportunities – NJHA and Home Care Assoc. of NJ.

## David A. Contino

Page 3

- Teleconferences include: Pay for Performance: Managing the Transition to P4P, Medicare's Prescription Drug Program, New Medicare Outpatient Physical Therapy Payment Policies for 2006.
- Medicare Documentation Requirements for Rehabilitation Services for Traditional Medicare and PPS Service Delivery - Thomas J. Slominski, M.A.
- Introduction to Soft Tissue Mobilization and Myofascial Release - John Barnes, PT.
- Industrial Back Injury Prevention and Management - H. Duane Saunders, MS,PT.
- The Latest in Surgical Orthopedic Procedures for the Upper Extremity, Lower Extremity, Back and Neck - Faculty, HUP.
- The Foot: P.T. Management of Common Disorders - Tom McPoil, Ph.D., PT, A.T.C.
- Musculoskeletal Evaluation and Treatment - Florence P. Kendall, PT.
- An Integrative Approach to the Examination and Rehabilitation of the Shoulder - Sandy L. Burkhart, PT, Ph.D.
- The Challenge of the Patella - Faculty, Columbia-Presbyterian Medical Center.

### **CERTIFICATIONS/MEMBERSHIPS**

- New Jersey Licensed Physical Therapist
- Pennsylvania Licensed Physical Therapist
- New Jersey Certified School Physical Therapist
- Member of the American Physical Therapy Association
- Rehab. Network Committee member - Home Care Association of New Jersey
- CPR Certified

AS

DPAC

# Scott Simpkins

**EDUCATION** 2008 - Present Rutgers School of Law Camden, NJ  
**Candidate for Juris Doctor Degree, May 2011**

1989 - 1994 Virginia Tech Blacksburg, VA  
**Bachelors of Science, Mechanical Engineering**

**WORK EXPERIENCE** 2007 - Present Legal Clinic for the Disabled Philadelphia, PA  
**Legal Assistant**

- Phone line intake - answer basic questions, dispense legal advice after consulting with attorney.
- File motions and complaints.
- Provide logistical support for fund raisers: Silent Auction, Stroll & Roll and Toy Drive.
- Generate legal documents for various matters: uncontested divorce, wills, Power of Attorney and Landlord - Tenant disputes.
- Created forms to simplify the process required to generate legal and case management documents.

2002 - 2006 Basic Commerce and Industries Sewell, NJ  
**Software Engineer**

- C and Java programming for various projects as a subcontractor to the FAA Technical center in Atlantic City, NJ.

1999 - 2000 Wynn's Precision, Inc. Lebanon, TN  
**Research Chemist**

- Formulation, mixing, and testing of new rubber compounds to customer specifications.
- Coordinate Manufacturing, Quality, Engineering, and Testing departments for all aspects related to compound introduction to production floor.
- Managing of lab technicians to assist in compound testing.

1998 - 1999 Wynn's Precision, Inc. Lebanon, TN  
**Senior Manufacturing Engineer**

- Manufacturing process support for vacuum compression molding line producing one million dollars of engineered seals per month.
- Created detailed manufacturing procedures in accordance with QS-9001 and ISO standards.
- Cost estimation of manufacturing processes for new part quotations.
- Specification, justification, and introduction of new equipment to production floor.
- Managed the scheduling and production of all engineered seal prototypes.

1996 - 1998 Acadia Polymers, Inc. Roanoke, VA  
**Senior Development Engineer - Business Machines Operation**

- Design and process development of technical polymeric parts used in business machines.
- Technical point of contact for customers and internal personnel regarding all aspects of developmental and production programs.
- Maintained positive customer relations through regular visits to discuss current and potential programs as well as any production part manufacturing concerns.

1994 - 1996 Acadia Polymers, Inc. Roanoke, VA  
**Development Engineer**

- Design and testing of automatic transmission clutch pistons for Heavy Duty industry (John Deere, Case, etc.).
- Responsible for program management from concept to production launch.
- Worked in direct contact with customer's engineering staff with frequent customer visits and program updates.

**OTHER INTERESTS** 2003-09 Magee Peer-Mentor program (counseling of persons with a spinal cord injury)  
2005-09 Gloucester County Representative for NJ PASP Advisory Council  
2005-09 Founder/Coach of Philadelphia area Power Soccer team for disabled individuals

D 9/19/02

A9

**RESOLUTION AUTHORIZING THE APPOINTMENT OF  
EULETTA GORDON CAMPBELL AND ROBERT TAYLOR  
TO SERVE AS MEMBERS OF THE GLOUCESTER COUNTY  
WORKFORCE INVESTMENT BOARD**

**WHEREAS**, investments in training and education foster high skill/high wage jobs, provide economic leadership and offer a better standard of living for our citizens; and

**WHEREAS**, to remain economically competitive, a strategy must be developed for an integrated education and job training system based on current and future local labor market demands; and

**WHEREAS**, a coordinated workforce readiness system in concert with an economic development strategy, will maximize the effectiveness of Federal, State and local resources in promoting a high quality, globally competitive workforce; and

**WHEREAS**, there exists a current county Workforce Investment Board serving the Gloucester County area; and

**WHEREAS**, it has now been determined that there is a necessity for the reappointment of certain members of the Gloucester County Workforce Investment Board, and for the appointment of new members of the Workforce Investment Board; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid appointment of new members of said Board; and

**WHEREAS**, it has been further determined that all of the individuals to be appointed are qualified, and are desirous of serving in said Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following individuals be appointed to serve as members of the Gloucester County Workforce Investment Board for the remainder of a three-year term, commencing immediately and terminating on December 31, 2015:

EULETTA GORDON CAMPBELL  
ROBERT TAYLOR

**BE IT FURTHER RESOLVED** that said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA,  
CLERK OF THE BOARD**

A9



**WORKFORCE INVESTMENT BOARD**

BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
FREEHOLDER DIRECTOR  
**Robert M. Damminger**  
  
FREEHOLDER LIAISON  
**Heather Simmons**

July 6, 2012



Freeholder Heather Simmons  
2 South Broad St.  
Woodbury, NJ 08096

Dear Freeholder Simmons:

Attached is an application from Euletta Gordon Campbell, representing National Coalition of 100 Black Women-SNJ Chapter. I feel Euletta would be a valuable asset to the WIB Apprenticeship Workforce Development committee and am seeking approval for her to be a WIB committee member.

DEPARTMENT OF  
ECONOMIC DEVELOPMENT

Lisa Morina  
Director

Sincerely,

Thomas Bianco  
WIB Director

WORKFORCE INVESTMENT  
BOARD

Thomas Bianco  
Director

C: Lisa Morina, Director, Economic Development

115 Budd Blvd.  
West Deptford, NJ 08096

Phone: 856-384-6963  
Fax: 856-384-6938

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Division of Disability Services at (856) 681-6128/New Jersey Relay Service 711 or the EEO office at (856)384-6903.

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

**GLOUCESTER COUNTY  
WORKFORCE INVESTMENT BOARD  
MEMBERSHIP/COMMITTEE  
APPLICATION**

Please complete the following questionnaire to the best of your ability.  
Information you provide is for informational use only.

**A. APPLICANT**

1. Name Euletta Gordon Campbell
2. Home Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**B. PLEASE ATTACH A COPY OF YOUR RESUME.**

**C. EMPLOYMENT**

1. Employer/Address New York Life Ins. Co &  
Eagle Strategies LLC  
1000 Atrium Way Suite 500  
Mount Laurel NJ 08054
2. Years with employer since 2001
3. Position/Title Associate Partner / Financial Advisor
4. Number of years in current position 1 1/2 / 11

5. Do you have any hiring responsibilities? Yes

6. Provide a brief description of your job duties.

Recruit - develop & train individuals to become productive Insurance Agents & Financial Advisors.

Provides guidance to the public in areas of investment, legacy creation, Retirement funding & distribution.

D. ORGANIZATION/BUSINESS

1. Name of Organization National Coalition of 100 Black Women - SNT Chapter (www.ncbw-snj.org)  
P.O. Box 4 Wenonah, NJ 08090

2. Business Telephone 856-294-8520

Business Fax \_\_\_\_\_

3. What service/product does the business provide? \_\_\_\_\_

Advocacy & Economic Development & Empowerment, Teen Pregnancy prevention, HIV/AIDS education & prevention, improving access to health care; advocate policies affecting Education of women & girls; Women & The Census - policies impacting Social & Economic well being of women & girls of color.

4. Size of organization/business local membership - 53 -

Advocacy for women & girls; Promoting Health Education, Economic Development and Gender Equity  
Owner, Chief Executive, Chief Operating Officer, other/ \_\_\_\_\_  
Please specify:

Name(s)  
Lillie Wells

Title  
Chapter President

Maxine Bagley

Exec. V.P.

Darlene Walker

Membership V.P.

5. Status of Organization/Business

A. Public Agency \_\_\_\_\_

B. Private for Profit \_\_\_\_\_

C. Private, Non Profit  \_\_\_\_\_

D. Community Based Organization \_\_\_\_\_

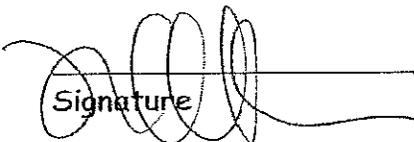
E. Educational Agency \_\_\_\_\_

E. OTHER

1. Have you served on committees in the past? yes  
If yes, please list those committees and what role you played on the committee. NBW-SNJ - Chair - Economic Development Committee  
Development Committee  
NBW-SNJ - member - Health Care Committee  
Young Friends of Team Jamaica Bickle - Core member assisting in fundraising  
Homeless & Orphanage - Board Member - fund raising medical supplies collection.
2. Please indicate previous community involvement.  
\_\_\_\_\_  
\_\_\_\_\_
3. Please list professional/civic associations to which you belong.  
NAIFA - National Assoc. of Insurance & Financial Advisors  
\_\_\_\_\_
4. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?  
yes
5. Will your business obligations allow you to devote the time to attend monthly meetings? yes

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development 1
  2. Communications/Marketing 3
  3. Community Needs Assessment 2
- Sub-committees:
- a. Literacy \_\_\_\_\_
  - b. Disability \_\_\_\_\_
4. Coordination 6
  6. Resource Analysis/Performance Management 5
  7. Youth Council 4

Signature 

Date \_\_\_\_\_

A9

Euletta Gordon Campbell

**Skills**

- Highly patient, thoughtful, loyal, creative, compassionate and self-motivated.
- Operates fluidly in a diverse environment.
- Possesses excellent interpersonal and organizational skills.

**Experiential Highlights**

New York Life Insurance Company, Mount Laurel, NJ

2011-present

**Associate Partner**

- Assists the Managing Partner with recruiting activities
- Provides jobseekers with information critical to gaining access into the Financial Services Professional
- Assists with the training and development of new advisors.
- Acts as a conduit for transferring information from management to field advisors.
- Assists Managing Partner with developing and implementing team building ideas as well as strategies to promote high productivity within the team.

New York Life Insurance Company, Mount Laurel, NJ

2001-present

**Financial Advisor**

- Assists the public in identifying potential financial hazards and through education, assist them by providing options and solutions.
- Provides guidance to families and businesses in identifying and providing solutions to identified financial challenges.
- Provides guidance around the purchase of life and health insurance products; investment vehicles; retirement and estate planning solutions.
- Assists clients develop portfolios that are supportive of their objectives
- Helps clients meet their financial needs during the three main phases of financial continuum to Protect, accumulate, and distribute assets
- Provides advice to retirees to help ensure that their savings will provide lifetime income.
- Provides guidance to clients on best ways to provide generational legacy.
- Uses multiple marketing strategies including direct marketing techniques to develop a client base. Provides superior customer service to retain customer loyalty.
- Works closely with Attorneys and Accountants to ensure clients are provided with seamless and holistic approach and solutions to their financial situation.

Below are other noteworthy experiences that have helped to shape my career and my overall view on the human condition. These experiences have allowed me the opportunity to impact the lives of many individuals who have been impacted by nature, nurture, politics, law etc.

### **Human Services Highlights**

For greater than ten years I provided managerial skills and expertise to community based organizations that provided behavioral health services to consumers by providing guidance around:

- Developing and marketing new programs aimed at providing community based services to geriatric, adult and adolescent MH/MR consumers.
- Developing creative strategies to improve staff retention and decrease overtime costs.
- Effectively utilizing teams to enhance targeted goals.
- Developing and implementing treatment plans.
- Developing techniques to improve processes to unify multiple departments.
- Providing supervision and motivation to staffs across several programs.
- Being innovative and encouraging to other team members, and negotiating well with others to gain commitment and support, to achieve successful outcomes.

#### **Homecare Associates, Philadelphia, PA**

01/ 2001-10/2001

Director of Operations

- Devised growth plan strategies for meeting and exceeding company goals.
- Worked in concert with other team members to develop strategies to improve customer satisfaction; internally and externally.
- Helped to identify and create opportunities to improve and increase employee education ex: seminars and certification programs.
- Assured that Pennsylvania's targets for training, developing and employing individuals participating in the welfare-to-work programs were met or exceeded.
- Developed and implemented policies and procedures for employee safety.
- Provided advice and consultation on employee issues; investigated and responded to complaints and ensured fair and equitable application of company rules and regulations.

#### **Northwestern Human Services of Philadelphia**

1991-2001

Regional Director, Behavioral Health Adult Residential Services

- Set and maintained standards of quality within all programs, based on regulatory guidelines.
- Audited client records to assure compliance with state, and local regulations.
- Developed creative staffing patterns to reduce overtime, without compromising client care.
- Instituted a system of team work to improve staff morale and cohesion.
- Developed systems that were adopted for usage across the agency.
- Instituted a client database system to improve efficiency of service delivery.

### **Education**

Bachelor of Arts (BA) Sociology, University of Vermont, Burlington, Vermont  
Master of Arts (MA) Human Services Administration, Rider University, Lawrenceville, NJ  
Master of Business Administration, Eastern University, St. David, PA  
Life Underwriter Training Council Fellow (LUTCF), The American College, Bryn Mawr, PA

### **Professional Licenses**

- Series 6, 65, 63
- Life and Health Licenses

### **Community and Other Activities**

- Ambassador – Dining Out For Life
- Active Member of NC100BW-SNJ Chapter. Economic Development Committee Chair
- Member NAIFA (National Association of Insurance and Financial Advisors)
- Member MDRT (Million Dollar Round Table)
- Board Member "Homeless and Orphanage International".

A9



**WORKFORCE INVESTMENT BOARD**

**BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
FREEHOLDER DIRECTOR  
Robert M. Damming  
FREEHOLDER LIAISON  
Heather Simmons**

July 6, 2012



**DEPARTMENT OF  
ECONOMIC DEVELOPMENT**

**Lisa Morina  
Director**

**WORKFORCE INVESTMENT  
BOARD**

**Thomas Bianco  
Director**

115 Budd Blvd.  
West Deptford, NJ 08096

Phone: 856-384-6963  
Fax: 856-384-6938

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

Freeholder Heather Simmons  
2 South Broad St.  
Woodbury, NJ 08096

Dear Freeholder Simmons:

Attached is an application from Robert Taylor, Executive Director of Boys & Girls Clubs, Gloucester County. I feel Robert would be a valuable asset to the WIB Youth Council committee and am seeking approval for him to be a WIB committee member.

Sincerely,

Thomas Bianco  
WIB Director

C: Lisa Morina, Director, Economic Development

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Division of Disability Services at (856) 681-6128/New Jersey Relay Service 711 or the EEO office at (856)384-6903.

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

**GLOUCESTER COUNTY  
WORKFORCE INVESTMENT BOARD  
MEMBERSHIP/COMMITTEE  
APPLICATION**

Please complete the following questionnaire to the best of your ability.  
Information you provide is for informational use only.

**A. APPLICANT**

1. Name Robert C. Taylor
2. Home Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**B. PLEASE ATTACH A COPY OF YOUR RESUME.**

**C. EMPLOYMENT**

1. Employer/Address 15 High St.  
Glassboro NJ 08028  
\_\_\_\_\_  
\_\_\_\_\_
2. Years with employer 5 mo
3. Position/Title Exec Dir.
4. Number of years in current position 5 mo

5. Do you have any hiring responsibilities? YES

6. Provide a brief description of your job duties.

Professional leadership of the organization,  
internal and external affairs

D. ORGANIZATION/BUSINESS

1. Name of Organization Boys & Girls Clubs  
of Gloucester County

2. Business Telephone 856 881 6084  
Business Fax 881-8797

3. What service/product does the business provide? \_\_\_\_\_

Youth Services

4. Does business have clear & concise written job descriptions, expectations & qualifications? Yes

5. Does business take an active role in the community other than providing the organizations' product/service? \_\_\_\_\_  
If so, in what capacity? In addition to youth services provided through programs & activities, the organizations leadership is positioned to be the expert in the county on youth issues, taking an active role in community activities relating to youth.

6. Size of organization/business 2 locations +  
one Adm. office. \$500,000 revenue  
 Owner, Chief Executive, Chief Operating Officer, other/  
 Please specify:

Name(s)	Title
<u>Robert C. Taylor</u>	<u>E.D.</u>
<u>Theresa Root</u>	<u>Finance Dir.</u>
<u>Gary Davis</u>	<u>Pres./Chief Volunteer Officer</u>
_____	_____

7. Status of Organization/Business

- A. Public Agency \_\_\_\_\_  
 B. Private for Profit \_\_\_\_\_  
 C. Private, Non Profit -501c3 \_\_\_\_\_  
 D. Community Based Organization \_\_\_\_\_  
 E. Educational Agency \_\_\_\_\_

E. OTHER

1. Have you served on committees in the past? Yes  
 If yes, please list those committees and what role you played on the  
 committee. In various committees

Board in Marmouth County.  
Worked with and secured funds from  
County W.I.D.

2. Please indicate previous community involvement.

3. Please list professional/civic associations to which you belong.

Kiwanis, BECT Prof. Assoc.

4. Please indicate the number of hours per month you estimate you could commit to a committee. 2 Hrs.  
Material review/research at home 1 Hr.  
Regular meetings 1 Hr.

5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?  
Yes

6. Will your employer allow you to devote a reasonable amount of work time to this endeavor? Yes

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development 3
  - a. GC Business First \_\_\_\_\_
2. Communications/Marketing \_\_\_\_\_
3. Community Needs Assessment 2

Sub-committees:

  - a. Literacy \_\_\_\_\_
  - b. Disability \_\_\_\_\_
4. Coordination \_\_\_\_\_
6. Resource Analysis/Performance Management \_\_\_\_\_
7. Youth Council 1 \_\_\_\_\_

  
Signature

6/26/12  
Date

**RESOLUTION AUTHORIZING CONVEYANCE BY THE COUNTY TO THE  
GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT FOR  
EDUCATIONAL PURPOSES OF CERTAIN PROPERTIES CURRENTLY OWNED BY  
THE COUNTY NO LONGER NEEDED FOR ANY PUBLIC PURPOSE IN THE  
TOWNSHIP OF DEPTFORD, WHICH ARE DESIGNATED AND KNOWN AS: TAX  
BLOCK 397.03, LOT 11; TAX BLOCK 397.02, LOT 4; TAX BLOCK 397.03, LOT 12;  
AND TAX BLOCK 397.02, LOT 5**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, is authorized to sell real property under and pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et. seq.; and

**WHEREAS**, the County is specifically authorized at N.J.S.A. 40A:12-19 to determine by resolution that all or any part of lands, improved or unimproved, are no longer needed for public purposes; and to then authorize the conveyance of such lands to any board of education in the County, or to a regional board of education of a regional school district, or to a consolidated board of education of a consolidated school district, or the board of education of any county vocational school, for educational purposes for a nominal consideration, upon approval of such conveyance of such a board and/or district by resolution; and

**WHEREAS**, the County is the owner of the following properties in the Township of Deptford (hereinafter "Deptford"): Tax Block 397.03, Lot 11; Tax Block 397.02, Lot 4; Tax Block 397.03, Lot 12; and Tax Block 397.02, Lot 5 (hereinafter collectively referred to as "the Properties"); and

**WHEREAS**, the County has determined that the Properties, which are unimproved, are not needed by the County for any public purpose or use; and

**WHEREAS**, the County desires to convey the Properties, which are not needed for any public purpose or use, to the Gloucester County Special Services School District (hereinafter the "SSSD") consistent with the terms and provisions of the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et. seq.; and

**WHEREAS**, the County has determined that it is in the best interest of the County that the Properties be conveyed to the SSSD for public educational purposes connected with the said school district, as the SSSD currently maintains an educational campus in Deptford which is contiguous to, or in close proximity with, the Properties; and

**WHEREAS**, the SSSD adopted a resolution at a regular board meeting on Wednesday, August 15, 2012, approving of the conveyance by the County to the SSSD of the Properties for the SSSD to utilize for public educational purposes either now, or in the future.

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

1. The Properties, which are unimproved, are not needed by the County for any public purpose or use;
2. Pursuant to N.J.S.A. 40A:12-19 of the Local Lands and Buildings Law, the Properties be, and the same hereby are, authorized to be conveyed and transferred by the County to the SSSD for public educational purposes for the nominal consideration of One Dollar and Zero Cents (\$1.00);
3. The County be, and the same hereby is, authorized and directed to convey and transfer all of its right, title and interest in and to the Properties to the SSSD in their "as is" condition without any representation or warranty, either expressed or implied, as to their present condition;
4. The conveyance and transfer of the Properties by the County to the SSSD shall be made subject to: (a) such state of facts which an accurate survey may disclose; (b) easements and restrictions of record, if any; (c) all federal, state, County, and

municipal laws, statutes, codes, ordinances, rules and regulations affecting the Properties, including, but not limited to, their use and occupancy;

5. The County makes no representations or warranties as it relates to the zoning or permitted uses of any of the Properties;
6. Title to the Properties shall be transferred to the SSSD by a Bargain and Sale Deed; and the Properties shall be conveyed subject to all conditions of this Resolution, and subject to all the applicable terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1 et. seq;
7. The Freeholder Board's Director, and Clerk, be, and the same hereby are, authorized to execute a Contract of Sale for and on behalf of the County with the SSSD upon terms and conditions consistent herewith, and upon any additional terms and conditions which are necessary to effectuate the purposes herein, and to secure the best interest of the County; provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution;
8. The Freeholder Board's Director, and Clerk, as well as County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to execute any and all other documents necessary to complete the transfer and conveyance authorized by this Resolution; and,
9. County Counsel, or any Assistant County Counsel, are authorized to sign all documents necessary to complete closing of the transfer and conveyance authorized in this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

All

**RESOLUTION AUTHORIZING A CONTRACT WITH W.B. MASON, INC.  
FOR THE DELIVERY OF COPY PAPER AND COMPUTER PAPER FROM AUGUST  
22, 2012 TO AUGUST 21, 2014 FOR AN AMOUNT NOT TO EXCEED \$40,000.00 PER  
YEAR**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid **PD-12-019**, for the supply and delivery of copy paper and computer paper to and for the County, and

**WHEREAS**, after following proper public bidding procedure, it was determined by the County's Purchasing Department that **W.B. Mason, Inc.**, with an address at 1435 Melrose Hwy., Pennsauken, NJ 08110, was the lowest responsive and responsible bidder to supply said goods for a period of two (2) years commencing August 22, 2012, and ending August 21, 2014, with a County option to extend the said contract for one (1) two year period, or two (2) one year periods; and

**WHEREAS**, the contract shall be for estimated units of service for an amount not to exceed \$40,000.00 for each year of the contract, including any extended years; and

**WHEREAS**, since the contract is open ended, the County is not obligated to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director, and the Clerk of the Board, be and are, hereby authorized to execute a contract with W.B. Mason, Inc. for the supply and delivery of copy paper and computer paper to and for the County for an amount not to exceed \$40,000.00 per year, for the period of two (2) years commencing August 22, 2012, and ending August 21, 2014, with the option of the County to extend the contract for a one (1) two year period, or two (2) one year periods; and

**BE IT FURTHER RESOLVED** before any purchase be made pursuant to the within award, that a certification shall be obtained from the Purchasing Agent of the County 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 the said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

All

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
W.B. MASON, INC.**

**THIS CONTRACT** is made effective this 22<sup>nd</sup> day of August, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as the "**County**", and **W.B. MASON, INC.**, with offices at 1435 Melrose Hwy., Pennsauken, NJ 08110, hereinafter referred to as the "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of copy paper and computer paper; and

**WHEREAS**, Contractor represents that it is qualified to deliver said goods, and desires to do delivery of same pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for a period of two (2) years commencing August 22, 2012, and concluding August 21, 2014. The County shall have the option, in its sole discretion, to extend this Contract for two (2) one year periods, or a one (1) two year period.
2. **COMPENSATION.** Contract shall be for estimated units of goods, an amount not to exceed \$40,000.00 per year, including any extended years, as per the specifications identified as County Bid **PD-12-019** (hereinafter the "Specifications"). The Contractor shall be paid the unit prices for any goods delivered under this Contract in accordance with the unit prices in the Contractor's bid proposal submitted in response to the Specifications (hereinafter the "Proposal").

It is agreed and understood that this is an open-ended contract, thereby requiring the County to make purchases from the Contractor of goods only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor 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 Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein and made a part hereof by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, and all applicable statutes, regulations, rules, laws and ordinances.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which is has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places

available to employees and applicants for employment.

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

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Specifications, which are specifically referred to and incorporated herein by reference.

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

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
19. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
20. **INSPECTION AND ACCEPTANCE.** In the event that the Buyer wishes to exercise its right to inspect the goods, such notification shall be provided to the Seller in writing by the buyer prior to shipment by the Seller, otherwise the goods will be deemed to be accepted by the Buyer upon receipt by the Buyer in proper working order in accordance with the specifications. Should notification of inspection be timely provided by the Buyer to the Seller, such inspection shall occur no later than five (5) calendar days after arrival at the place of receipt. If the inspection does not occur within 5 calendar days of arrival at the initial shipment address, the goods will be deemed to be accepted by the Buyer.  
  
County agrees to pay the Contractor no later than forty five (45) days after processing all needed paperwork and approval by the Purchasing Office and placed on the bill list for approval. Contractor 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.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract, and the Specifications and the Proposal, both of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Proposal bid, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**W.B. MASON, INC.**

**BY:** \_\_\_\_\_

AM

PD 012-019		
Bid Opening 7/6/2012 10:00am		
SPECIFICATIONS AND PROPOSAL FOR THE DELIVERY OF COPY PAPER AND COMPUTER PAPER		
VENDOR:	W.B. Mason Inc.	Paper Mart Inc.
	1435 Melrose Hwy.	151 Ridgedale Ave
	Pennsauken, NJ 08110	East Hanover, NJ 07936
	Daniel Orr Jr.	Howard Levey
	888 926-2766 ext. 1583	(800)772-2001
	856 662-0110	(973)884-1982
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>Price Per Case</u>
1	Paper, Regular xerographic. WHITE, 8 1/2" X 11" Est. Qty 1200 Cases	\$26.24
2	Paper, Regular xerographic. WHITE, 8 1/2" X 14" Est. Qty 400 Cases	\$40.49
3	Paper, Regular xerographic. COLOR, 8 1/2" X 11" Est. Qty 100 Cases	\$34.40
4	Paper, Regular xerographic. COLOR, 8 1/2" X 14" Est. Qty 25 Cases	\$49.80
5	Paper, Computer, WHITE, 9 1/2" X 11" Est. Qty 25 Cases	\$19.99
	Total if Purchased All Estimated Quantities	\$52,868.75
	DELIVERY	1-2 Days
	Variations: (if any)	Line 5 has 2300/case
	Will you extend your prices to local government entities within the County	YES
	Bid specifications sent to:	CPG Prime Vendor Central Lewmar Liberty Paper
	This is a 2 (two) year contract with 1 one two year extension or 2 two one year extensions	
	Based upon the bids received, I recommend W.B. Mason Inc. be awarded the contract, as the lowest responsive, responsible bidder.	
		Sincerely,
		Robert J. McErlane Assistant Purchasing Agent

A12

**RESOLUTION AWARDING A CONTRACT TO COMM SOLUTIONS FOR THE SUPPLY AND INSTALLATION OF EXAGRID SYSTEMS HARDWARE AND SOFTWARE WITH A ONE YEAR MAINTENANCE AGREEMENT FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 TO ESTABLISH THE STRATEGIC COUNTY BACKUP AND RECOVERY SITE FOR EMERGENCY MANAGEMENT IN CLARKSBORO AND CLAYTON FOR A TOTAL CONTRACT AMOUNT OF \$111,322.35**

**WHEREAS**, the County of Gloucester seeks to acquire the equipment and technical support to establish a facility in Clarksboro to be used as a Strategic County Backup and Recovery Site for Emergency Management and support the facility in Clayton keeping with our Strategic Information Technology Plan; and

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for supplying and installation of a proprietary Hardware/Software Storage EX20-Grid consisting of one EX1300E Unit and one EX7000 Unit for the Clayton Complex, supplying and installation of a Proprietary ExaGrid Hardware/Software Storage EX7000 Unit for Clarksboro and one year of maintenance and support for the AX20-Grid and EX7000 Unit plus shipping; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Comm Solutions, 140 Quaker Lane, Malvern, Pennsylvania 19355 was the lowest responsive and responsible bidder to perform said services as more specifically described in the bid specifications PD 012-023; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$111,322.35 pursuant to CAF# 12-07159, which amount shall be charged against budget line item #C-04-12-017-140-17218 in the amount of \$90,000.00; #C-04-12-017-140-17212 in the amount of \$16,000.00; and #C-04-12-017-140-17203 in the amount of \$5,322.35.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Purchase Agent or their designee is authorized to execute the contract with Comm Solutions, for a total contract amount of \$111,322.35 as per bid specifications PD 012-023 to acquire equipment and technical support to establish a County facility in Clarksboro as a Strategic County Backup and Recovery Site for Emergency Management and support the facility in Clayton keeping with the County's Strategic Information Technology Plan.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COMM SOLUTIONS**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of September, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355, hereinafter referred to as “**Contractor**”.

**RECITALS**

**WHEREAS**, the County of Gloucester seeks to acquire the equipment and technical support to establish a Strategic County Backup and Recovery Site for Emergency Management in Clarksboro and support the existing Information Technology facility in Clayton keeping with our Strategic Information Technology Plan. Comm Solutions is the low bid distributor for ExaGrid – the manufacturer of required proprietary hardware and software; and

**WHEREAS**, Contractor represents that it is ready, willing and able to perform said services pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** Contractor shall commence services upon the County issuing the notice to proceed, and shall have a one year maintenance agreement from September 1, 2012 to August 31, 2013.

**2. COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-023, for a total contract amount of \$111,322.35.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as PD 012-023, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Work Scope

Physical Description (Re: Bid PD 012-023 of 7/2712)

- \$70,200.00 – Purchase and installation of a proprietary hardware/software storage EX20-Grid consisting of one EX1300E unit for Clarksboro and one EX7000 unit for Clayton Complex.
  - \$27,000.00 – Purchase and installation of a proprietary ExaGrid hardware/software storage EX7000 unit for Clarksboro
  - \$ 9,911.00 – One year maintenance and support for AX20-Grid.
  - \$ 3,812.00 – One year maintenance and support for EX7000 Unit.
  - \$ 399.35 – Shipping
- \$111,322.35 TOTAL

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

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

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

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 012-023, which are specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

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

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

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

15. **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.

16. **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.

17. **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.

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-023, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of September, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

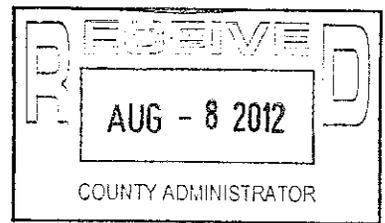
**ATTEST:**

**COMM SOLUTIONS**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**DAVID BARNES, ACCOUNT EXECUTIVE**



COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096



A12

Certificate of Availability of Funds

TREASURER'S NO. 12 - 07159 DATE 8/06/12  
C-04-12-017-140-17218 = \$90,000.00  
C-04-12-017-140-17212 = \$10,000.00  
C-04-12-017-140-17203 = \$5,322.35  
BUDGET NUMBER - CURRENT YR 2012 B Capital DEPARTMENT I.T.

AMOUNT OF CERTIFICATION \$ 111,322.<sup>35</sup> COUNTY COUNSEL Emmett Primas

DESCRIPTION: ESTABLISHING CLARKSBORO AS A STRATEGIC COUNTY Backup & Recovery SITE FOR EMERGENCY MANAGEMENT AND the CLAYTON COMPLEX - Supply & INSTALL HARDWARE/SOFTWARE STORAGE, ONE YEAR MAINTENANCE & Support plus shipping.

VENDOR: Comm Solutions

ADDRESS: 140 QUAKER LANE  
MALVERN, PA 19355

William L. Jay  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-7-12

FREEHOLDER MEETING 8/22/12

**RESOLUTION AUTHORIZING ACQUISITION AND CONDEMNATION, IF NECESSARY, BY THE COUNTY OF A PART OF CERTAIN LANDS IN THE TOWNSHIP OF WASHINGTON NEEDED AS RIGHT-OF-WAY FOR ENGINEERING PROJECT NO. 06-01FA, AS FOLLOWS:**

- a. ROAD EASEMENT FROM CALEB CARTER ACROSS A PART OF BLOCK 54.01, LOT 1 FOR \$8,800.00;
- b. ROAD EASEMENT FROM REGINA A. PAKRADOONI ACROSS A PART OF BLOCK 194.30, LOT 3 FOR \$7,810.00;
- c. ROAD EASEMENT FROM MANUEL A. CORDERO AND HARRIET L. CORDERO ACROSS A PART OF BLOCK 194.10, LOT 5.14 FOR \$8,300.00;
- d. ROAD EASEMENT FROM PATRICK JOSEPH BOYCE AND THERESA P. BOYCE ACROSS A PART OF BLOCK 54.02, LOT 126 FOR \$6,600.00;
- e. ROAD EASEMENT FROM JOHN P. DONER AND FAYE L. DONER ACROSS A PART OF BLOCK 54.05, LOT 2 FOR \$6,300.00;
- f. ROAD EASEMENT FROM RONALD L. GLOVER, JR. ACROSS A PART OF BLOCK 194.13, LOT 6.02 FOR \$7,200.00; AND
- g. ROAD EASEMENT FROM NEW MARKET ENTERPRISE, LLC ACROSS A PART OF BLOCK 19, LOT 5.02 FOR \$9,400.00;

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at, 2 Bentley Drive, Sewell, New Jersey 08080, being known as Block 54.01, Lot 1, on the Official Tax Map of the Township of Washington, owned by Caleb Carter (hereinafter "Property I"), is needed by the County of Gloucester (hereinafter the "County") as Right-of Way for road construction in the Township of Washington (hereinafter the "Township") in association with the County's Egg Harbor Road road improvement project, known as Engineering Project No. 06-01FA (hereinafter the "Project"); and

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at, 108 Raymond Drive, Sewell, New Jersey 08080, being known as Block 194.30, Lot 3, on the Official Tax Map of the Township, owned by Regina M. Pakradooni (hereinafter "Property II"), is needed by the County as Right-of-Way for the Project; and

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at, 2 Talon Court, Sewell, New Jersey 08080, being known as Block 194.10, Lot 5.14, on the Official Tax Map of the Township, owned by Manuel A. Cordero and Harriet L. Cordero (hereinafter "Property III"), is needed by the County as Right-of-Way for the Project; and

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at, 78 Abington Lane, Sewell, New Jersey 08080, being known as Block 54.02, Lot 126, on the Official Tax Map of the Township, owned by Patrick Joseph Boyce and Theresa P. Boyce (hereinafter "Property IV"), is needed by the County as Right-of-Way for the Project; and

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at, 187 Golf View Drive, Sewell, New Jersey 08080, being known as Block 54.05, Lot 2, on the Official Tax Map of the Township, owned by John P. Doner and Faye L. Doner (hereinafter "Property V"), is needed by the County as Right-of-Way for the Project; and

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at, 352 Egg Harbor Road, Sewell, New Jersey 08080, and being known as Block 194.13, Lot 6.02, on the Official Tax Map of the Township, owned by Ronald L. Glover, Jr., (hereinafter "Property VI"), is needed by the County as Right-of-Way for the Project; and

**WHEREAS**, a portion of certain lands and premises commonly known as, and located at, 283-287 Egg Harbor Road, Sewell, New Jersey 08080, and being known as Block 19, Lot 5.02, on the Official Tax Map of the Township, owned by New Market Enterprise, LLC (hereinafter "Property VII"), is needed by the County as Right-of-Way for the Project; and

**WHEREAS**, the County Engineer has determined that a Road Easement in, over and across a part of Property I, Property II, Property III, Property IV, Property V, Property VI, and Property VII, is required for the County to undertake and construct the Project; and

**WHEREAS**, the County has determined that a fair price for the Road Easement across a portion of Property I is \$8,800.00; and for the Road Easement across a portion of Property II is \$7,810.00; and for the Road Easement across a portion of Property III is \$8,300.00; and for the Road Easement across a portion of Property IV is \$6,600.00; and for the Road Easement across a portion of Property V is \$6,300.00; and for the Road Easement across a portion of Property VI is \$7,200.00; and for the Road Easement across a portion of Property VII is \$9,400.00; and

**WHEREAS**, the County previously commissioned an appraisal to determine each of the aforesaid fair prices to be paid for the Road Easements for the Project; and

**WHEREAS**, the Purchasing Agent of and for the County has Certified the Availability of Funds for the acquisition of a Road Easement across Property I in the amount of \$8,800.00 pursuant to CAF# 12-07169, which amount shall be charged against Budget Line Item C-04-09-013-165-13204; and

**WHEREAS**, the Purchasing Agent of and for the County has Certified the Availability of Funds for the acquisition of a Road Easement across Property II in the amount of \$7,810.00 pursuant to CAF# 12-07170, which amount shall be charged against Budget Line Item C-04-09-013-165-13204; and

**WHEREAS**, the Purchasing Agent of and for the County has Certified the Availability of Funds for the acquisition of a Road Easement across Property III in the amount of \$8,300.00 pursuant to CAF# 12-07171, which amount shall be charged against Budget Line Item C-04-09-013-165-13204; and

**WHEREAS**, the Purchasing Agent of and for the County has Certified the Availability of Funds for the acquisition of a Road Easement across Property IV in the amount of \$6,600.00 pursuant to CAF# 12-07172, which amount shall be charged against Budget Line Item C-04-09-013-165-13204; and

**WHEREAS**, the Purchasing Agent of and for the County has Certified the Availability of Funds for the acquisition of a Road Easement across Property V in the amount of \$6,300.00 pursuant to CAF# 12-07173, which amount shall be charged against Budget Line Item C-04-09-013-165-13204; and

**WHEREAS**, the Purchasing Agent of and for the County has Certified the Availability of Funds for the acquisition of a Road Easement across Property VI in the amount of \$7,200.00 pursuant to CAF# 12-07174, which amount shall be charged against Budget Line Item C-04-09-013-165-13204; and

**WHEREAS**, the Purchasing Agent of and for the County has Certified the Availability of Funds for the acquisition of a Road Easement across Property VII in the amount of \$9,400.00 pursuant to CAF# 12-07175, which amount shall be charged against Budget Line Item C-04-09-013-165-13204; and

**WHEREAS**, the funds from CAF # 12-07169, 12-07170, 12-07171, 12-07172, 12-07173, 12-07174 and 12-07175 will be deposited with the Clerk of the Superior Court of New Jersey upon the entry of an Order of the Court to Deposit in any condemnation proceeding that may be required to be filed by the County to acquire a Road Easement across any one or all of the aforesaid properties.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County be, and the same hereby is, authorized and directed to acquire, Road Easements for Right-of-Way for the Project across a portion of Property I, Property II, Property III, Property IV, Property V, Property VI, and, Property VII, for \$8,800.00, \$7,810.00, \$8,300.00, \$6,600.00, \$6,300.00, \$7,200.00, and, \$9,400.00, respectively; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized and directed to commence condemnation proceedings in the Superior Court of New Jersey that may be necessary and required in order for the County to acquire the needed Road

Easements for Right-of-Way for the Project across a portion of Property I, Property II, Property III, Property IV, Property V, Property VI, and, Property VII; and

**BE IT FURTHER RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that County Counsel, any Assistant County Counsel, and the County Engineer, be, and are, hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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**ROBERT N. DI LELLA, CLERK**

Bla

**Appraisal of Real Property**

Partial Taking  
Single Family Residence  
Parcel RE18  
Owner: Caleb Carter  
Block 54.01, Lot 1  
2 Bently Drive  
Washington Township, Gloucester County, New Jersey  
E & A Associates File #: 212013

**Effective Date of Valuation**

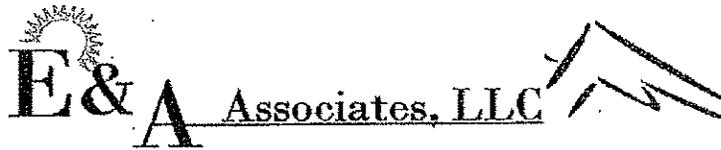
March 1, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

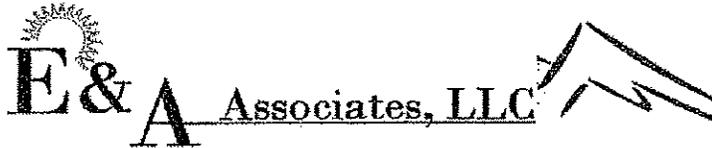
Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

109 Appaloosa Way  
Sewell, NJ 08080  
Tel: (609) 922-4815 Fax: (856) 582-4711

Albert R. Crosby, CTA, NJ SCGREA\*



109 Appaloosa Way  
Sewell, New Jersey 08080

Phone: (609) 922-4815  
Fax: (856) 582-4711  
[albertcrosby@comcast.net](mailto:albertcrosby@comcast.net)

NJ State Certified General Real Estate Appraiser

April 6, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence  
Owner: Caleb Carter  
Block 54.01, Lot 1  
2 Bently Drive  
Washington Township, Gloucester County, NJ  
**E & A Associates File No. 212013**

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of March 6, 2011. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is located at 2 Bently Drive which is situated on the southwest corner of Bently Drive and Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is a signal controlled corner location just north of the signal-controlled intersection of Egg Harbor Road and Greentree Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 54.01, Lot 1. It offers 0.40 acres of land area (17,320 SF) and is improved with a two story single-family dwelling. The residence was constructed in 1975 and comprises 2,674 SF of gross living area with 4 bedrooms, 2 full baths, a half bath, and an attached garage. The taking involves a right-of-way road easement that comprises a total land area of 1,203 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of March 1, 2012, to be:

**EIGHT THOUSAND EIGHT HUNDRED DOLLARS**  
**(\$8,800)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

B16

**Appraisal of Real Property**

Partial Taking  
Single Family Residence  
Parcel RE2  
Owner: Regina M Pakradooni  
Block 194.30, Lot 3  
108 Raymond Drive  
Washington Township, Gloucester County, New Jersey  
E & A Associates File #: 212002

**Effective Date of Valuation**

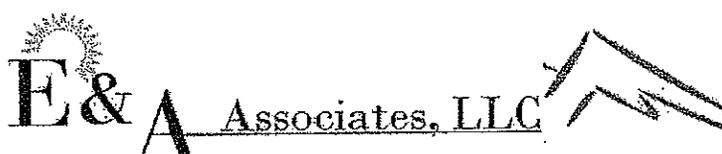
March 16, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

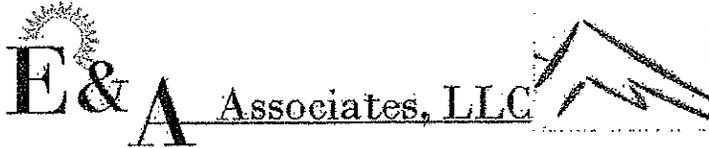
Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

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Sewell, New Jersey 08080

Phone: (609) 922-4815  
Fax: (856) 582-4711

[albertcrosby@comcast.net](mailto:albertcrosby@comcast.net)

NJ State Certified General Real Estate Appraiser

March 22, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence  
Owner: Regina M Pakradooni  
Block 194.30, Lot 3  
108 Raymond Drive  
Washington Township, Gloucester County, NJ  
**E & A Associates File No. 212002**

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, I have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of March 16, 2012. I understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is known as 108 Raymond Drive, which is located on the west side of Raymond Drive and the east side of Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is an interior location just south of the signal-controlled intersection of Egg Harbor Road and Hurffville-Grenloch Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 194.30, Lot 3. It offers 0.36 acres of land area (15,560 SF) and is improved with a one-story single-family dwelling. The residence was constructed in 1986 and comprises 2,153 SF of gross living area with 3 bedrooms, 2 full baths, and an attached 2-car garage. The taking involves a right-of-way road easement that comprises a total land area of 750 SF. This area is improved with landscaping, sprinkler system, fencing, and a shed built on a concrete slab.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of March 16, 2012, to be:

**TEN THOUSAND SIX HUNDRED DOLLARS**  
**(\$10,600)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

B/c

**Appraisal of Real Property**

Partial Taking  
Single Family Residence  
Parcel RE10  
Owner: Manuel & Harriet Cordero  
Block 194.10, Lot 5.14  
2 Talon Court  
Washington Township, Gloucester County, New Jersey  
E & A Associates File #: 212008

**Effective Date of Valuation**

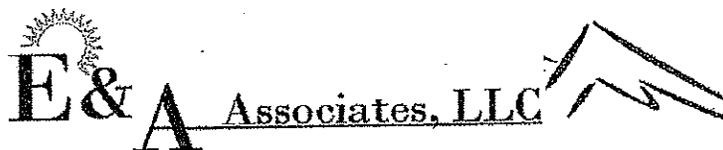
March 1, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

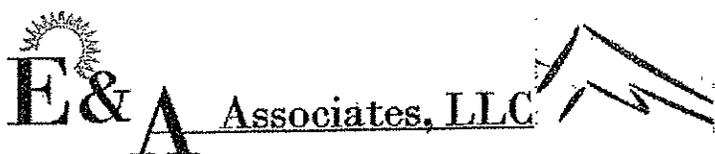
Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

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Albert R. Crosby, CTA, NJ SCGREA\*



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[albertcrosby@comcast.net](mailto:albertcrosby@comcast.net)

NJ State Certified General Real Estate Appraiser

April 6, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence  
Owner: Manuel & Harriet Cordero  
Block 194.10, Lot 5.14  
2 Talon Court  
Washington Township, Gloucester County, NJ  
**E & A Associates File No. 212008**

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of March 1, 2011. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is located at 2 Talon Court which is situated on the southeast corner of Talon Court and Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is a non-signal controlled corner location along Egg Harbor Road south of the signal-controlled intersection of Egg Harbor Road and Hurffville-Grenloch Road and north of the signal-controlled intersection of Egg Harbor Road and Greentree Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 194.10, Lot 5.14. It offers 0.66 acres of land area (28,752 SF) and is improved with a two story single-family dwelling. The residence was constructed in 1989 and comprises 4,698 SF of gross living area with 5 bedrooms, 2 full baths, 2 half baths, and an attached office area used as a dentist's office. The taking involves a right-of-way road easement that comprises a total land area of 874 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of March 1, 2012, to be:

**EIGHT THOUSAND THREE HUNDRED DOLLARS**  
**(\$8,300)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

Bld

**Appraisal of Real Property**

Partial Taking  
Single Family Residence  
Parcel RE14

Owner: Patrick J & Theresa P Boyce  
Block 54.02, Lot 126  
78 Abbington Lane

Washington Township, Gloucester County, New Jersey  
**E & A Associates File #: 212010**

**Effective Date of Valuation**

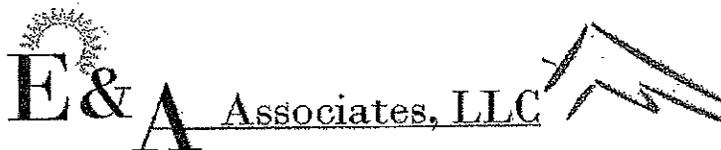
March 1, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

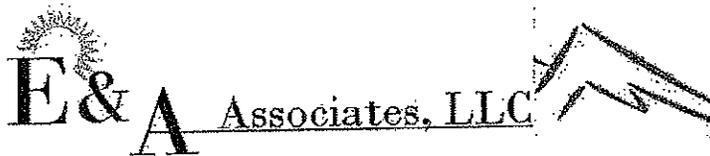
Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

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NJ State Certified General Real Estate Appraiser

April 18, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence with Professional Office  
Owner: Patrick J & Theresa P Boyce  
Block 54.02, Lot 126  
78 Abbington Lane  
Washington Township, Gloucester County, NJ  
**E & A Associates File No. 212010**

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of March 6, 2011. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is located at 78 Abbington Lane which is situated on the southwest corner of Abbington Lane and Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is a non-signal controlled corner location just north of the signal-controlled intersection of Egg Harbor Road and Greentree Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 54.02, Lot 126. It offers 0.30 acres of land area (12,977 SF) and is improved with single story single-family dwelling offering a professional office use. The residence was constructed in 1976 and comprises 1,389 SF of gross living area with 3 bedrooms, 1 full bath, 1 half bath and an attached garage. The taking involves a right-of-way road easement that comprises a total land area of 780 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of March 1, 2012, to be:

**SIX THOUSAND SIX HUNDRED DOLLARS**  
**(\$6,600)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

Ble

**Appraisal of Real Property**

Partial Taking  
Single Family Residence  
Parcel RE7

Owner: Estate of John P & Faye Doner  
Block 54.05, Lot 2  
187 Golfview Drive  
Washington Township, Gloucester County, New Jersey  
E & A Associates File #: 212007

**Effective Date of Valuation**

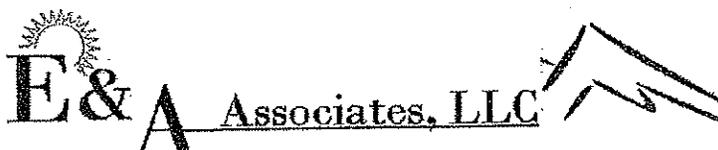
March 6, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

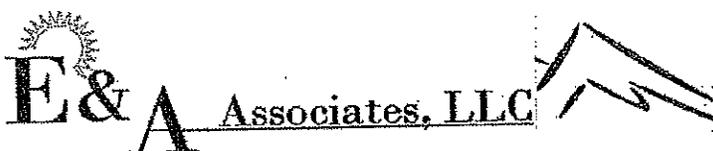
Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

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[albertcrosby@comcast.net](mailto:albertcrosby@comcast.net)

NJ State Certified General Real Estate Appraiser

April 6, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence  
Owner: Estate of John P & Faye Doner  
Block 54.05, Lot 2  
187 Golfview Drive  
Washington Township, Gloucester County, NJ  
E & A Associates File No. 212007

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of March 6, 2011. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is located at 187 Golfview Drive which is situated on the southwest corner of Golfview Drive and Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is a non-signal controlled corner location just south of the signal-controlled intersection of Egg Harbor Road and Hurffville-Grenloch Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 54.05, Lot 2. It offers 0.27 acres of land area (11,669 SF) and is improved with a two story single-family dwelling. The residence was constructed in 1976 and comprises 2,082 SF of gross living area with 4 bedrooms, 2 full baths, a half bath, and an attached 1-car garage. The taking involves a right-of-way road easement that comprises a total land area of 779 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of March 6, 2012, to be:

**SIX THOUSAND THREE HUNDRED DOLLARS**  
**(\$6,300)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

B1f

**Appraisal of Real Property**

Partial Taking  
Single Family Residence  
Parcel RE13  
Owner: Ronald Glover  
Block 194.13, Lot 6.02  
352 Egg Harbor Road  
Washington Township, Gloucester County, New Jersey  
E & A Associates File #: 212024

**Effective Date of Valuation**

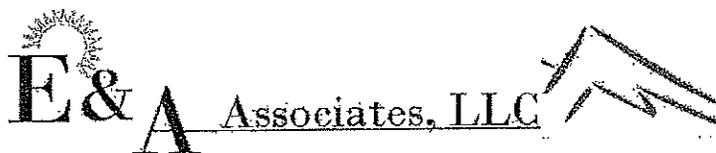
June 20, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

109 Appaloosa Way  
Sewell, NJ 08080  
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Albert R. Crosby, CTA, NJ SCGREA\*



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Sewell, New Jersey 08080

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Fax: (856) 582-4711

[albertcrosby@comcast.net](mailto:albertcrosby@comcast.net)

NJ State Certified General Real Estate Appraiser

June 26, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence  
Owner: Ronald Glover  
Block 194.13, Lot 6.02  
352 Egg Harbor Road  
Washington Township, Gloucester County, NJ  
E & A Associates File No. 212024

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of June 20, 2012. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is known as 352 Egg Harbor Road, which is located on the east side of Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is an interior location just north of the signal-controlled intersection of Egg Harbor Road and Greentree Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 194.13, Lot 6.02. It offers 0.48 acres of land area (20,749 SF) and is improved with a 1.5 story single-family dwelling. The residence was constructed in 1980 and comprises 1,601 SF of gross living area that appeared to be in average overall condition. The taking involves a right-of-way road easement that comprises a total land area of 1,147 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of June 20, 2012, to be:

**SEVEN THOUSAND TWO HUNDRED DOLLARS**  
**(\$7,200)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

Blg

**Appraisal of Real Property**

Partial Taking  
Neighborhood Strip Shopping Center  
Parcel RE1  
Owner: New Market Enterprise, LLC  
Block 19, Lot 5.02  
283-287 Egg Harbor Road  
Washington Township, Gloucester County, New Jersey  
E & A Associates File #: 212022

**Effective Date of Valuation**

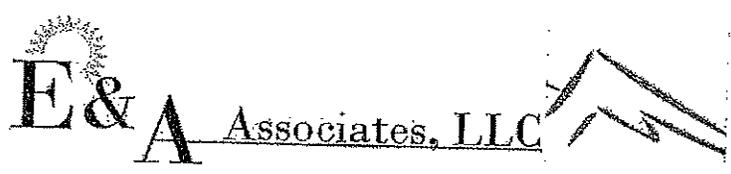
June 22, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

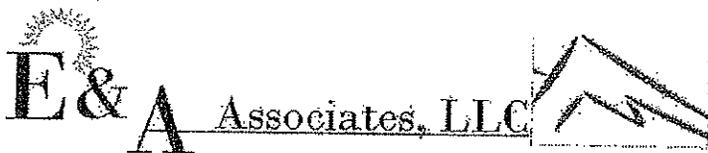
Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

109 Appaloosa Way  
Sewell, NJ 08080  
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Albert R. Crosby, CTA, NJ SCGREA\*



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Fax: (856) 582-4711

[albertcrosby@comcast.net](mailto:albertcrosby@comcast.net)

NJ State Certified General Real Estate Appraiser

July 3, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence  
Owner: New Market Enterprise, LLC  
Block 19, Lot 5.02  
283-287 Egg Harbor Road  
Washington Township, Gloucester County, NJ  
E & A Associates File No. 212022

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of June 22, 2012. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is known as 283-287 Egg Harbor Road which is located at the northwest corner of Egg Harbor Road (County Route 630) and Hurffville-Grenloch Road (County Route 635), a signal controlled intersection in the western portion of Washington Township, Gloucester County, NJ. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 19, Lot 5.02. It offers 1.89 acres of land area (82,535 SF) and is improved with a neighborhood retail strip shopping center. According to the townships tax records the center was constructed in 1989 offering a total of 15,500 SF of GBA. The taking involves a right-of-way road easement that comprises a total land area of 642 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of June 22, 2012, to be:

**NINE THOUSAND FOUR HUNDRED DOLLARS**  
**(\$9,400)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

B1<sub>b</sub>

COUNTY OF GLOUCESTER

HEATHER SIMMONS  
FREEHOLDER

OFFICE OF THE COUNTY ENGINEER

1200 North Delsea Drive, Clayton, New Jersey 08312-1000  
PHONE: (856) 307-6600 FAX: (856) 307-6606

VINCENT M. VOLTAGGIO, P.E.  
COUNTY ENGINEER

TRANSMITTAL

COPY

To: August Knestaut, County Co-Counsel  
Legal Department

From: David R. Lubelski, P.E.  
Assistant County Engineer

Date: 08/03/2012 File #: 06-01FA

Hand Delivered 08/03/12

Re: 194.30, Lot 3, CR630  
Regina M. Pakradooni, RE-2

We are transmitting the following:

- Prints
- Specs
- Shop Drawings
- Copy of Letter
- Under Separate Cover

Other: Please find attached a copy of the package from Ronald K. Butcher for Condemnation proceedings for property owned by Regina M. Pakradooni for your review and processing, in association with Engineering Project Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA

Copies	Dated	Description
1	08/02/2012	Condemnation: Pakradooni - Block 194.30, Lot 3, CR630

- For Approval
- For Your Use
- As Requested
- Other: \_\_\_\_\_
- For Review and Comment
- Approved as Submitted
- Approved as Noted
- Returned for Correction
- Resubmit [ ] copies
- For Your Signature

Comments: \_\_\_\_\_

*Ronald K. Butcher*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

Vincent M. Voltaggio, P.E.  
County Engineer  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

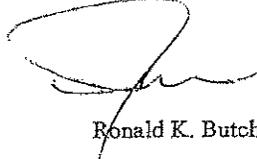
RE: Regina M. Pakradooni  
108 Raymond Drive  
Sewell, NJ 08080  
Block 194.30, Lot 3, Township of Washington  
Gloucester County, NJ

Dear Vince:

With regard to the above referenced property, attached please find documents that need to be forwarded to Gus so he may proceed with filing the appropriate Condemnation Complaint. Also enclosed is a copy of my Invoice for services rendered.

Thank you, and should you have any related questions, please feel free to give me a call.

Sincerely,



Ronald K. Butcher

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

August E. Knestaut, Esq.  
Assistant County Counsel  
1 North Broad Street  
Woodbury, NJ 08096

RE: Regina M. Pakradooni  
108 Raymond Drive  
Sewell, NJ 08080  
Block 194.30, Lot 3, Township of Washington  
Gloucester County, NJ

Dear Mr. Knestaut:

This letter is to formally advise that as of today's date I have been unable to amicably negotiate acquisition of the requested Road Easement pertaining to the above referenced property. In this regard, would you please move forward by filing a Condemnation Complaint.

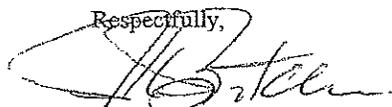
I have enclosed herein a copy of the Certified Mail letter sent to the property owner and a copy of the Return Receipt for this letter, signed and dated by the property owner. As indicated therein, a copy of the appraisal was provided, and the original offer presented to the owner was \$10,600. Also enclosed please find my letter of July 11, 2012 which presented a revised offer of \$7,810, along with a description of modifications verbally agreed to by Engineering. These modifications were made as a result of extensive good faith negotiations with Steve Pakradooni, who identified himself as the Property Owner's husband.

My last communication from Mr. Pakradooni was a voice-mail message, wherein he advised that he still does not have the quote he wanted to acquire, and he did not anticipate receiving those quotes anytime in the near future. Therefore, since the County's revised offer has not been accepted, I recommend that we move forward given Engineering's timelines for this project.

By copy of this letter (letter only) to the Property Owner, I am providing her with a courtesy notice that the County is moving forward with a Condemnation Complaint. If she should contact me, I will continue to negotiate this matter until a hearing has been scheduled.

Please call should you have any related questions.

Respectfully,



Ronald K. Butcher  
Right-of-way Negotiator

Cell (609) 472-2766  
Email: Ron.Butcher@verizon.net

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

CERTIFIED RETURN RECEIPT & REGULAR U.S. MAIL

April 18, 2012

*Handwritten signature*  
Regina M. Pakradooni  
108 Raymond Drive  
Sewell, NJ 08080

RE: Block 194.30, Lot 3, Township of Washington, Gloucester County, NJ

Dear Property Owner:

The County of Gloucester is currently initiating a major road improvement project along County Route #630 (a.k.a., Egg Harbor Road). In order to complete this project they need to acquire a Road Easement on the above referenced property. In this regard, I have been retained by the County to negotiate details with you in an effort to seek an amicable agreement, and to obtain a signed Road Easement.

The acquisition of your property is considered a fee purchase under the County's exercise of Eminent Domain. Therefore, it is important that you review the attached appraisal and contact me on or before May 7, 2012 so we may discuss any questions you have regarding the appraisal, the Road Easement or the Eminent Domain process.

I have enclosed with this letter an appraisal of your property prepared for the County by E&A Associates, LLC. Mr. Crosby, the appraiser, has determined the fair market value of this Road Easement and any damages to the remainder to be \$10,600, details pertaining to which are described in the appraisal report. Therefore, \$10,600 is the amount I am authorized to offer you on behalf of the County for the acquisition of this Road Easement.

Should you call my office and receive the answering service, please be sure to leave your name and contact information. I will await your timely response.

Respectfully,

Ronald K. Butcher  
Accompanying: Appraisal Report With Certified Mail Copy Only

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
*Regina Pakradonci*  
*108 Raymond Dr.*  
*Sewell, NJ 08080*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*x C. Pakradonci*  Addressee

B. Received by (Printed Name)  Agent  
*P. Pakradonci*  Addressee

C. Date of Delivery  
*4-20-12*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label) **7011 3500 0001 8643 8018**

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

July 11, 2012

Regina M. Pakradooni  
108 Raymond Drive  
Sewell, NJ 08080

RE: Block 194.30, Lot 3, Township of Washington, Gloucester County, NJ

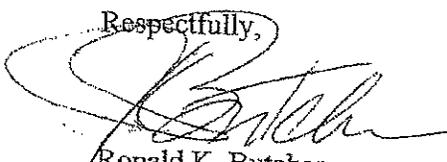
Dear Regina M. Pakradooni:

The matter of the County of Gloucester obtaining a Road Easement on the above referenced property has now been pending since my original Certified Mail letter to you dated April 18, 2012. While we (your husband Steve and I) have had several conversations since that time, there has been no communication since May, wherein Steve and I discussed him obtaining quotes relative to his landscaping concerns.

At this point in time the revised offer by the County for the acquisition of the proposed Road Easement stands at \$7,810. This offer differs from the original offer of \$10,600, presented on April 18, 2012, given the County's subsequent willingness to: (a) leave undisturbed the concrete slab and 12' x 11' shed constructed thereon; (b) the County's decision to be responsible for moving the 6' of wood fencing impacted by this Road Easement; and, (c) the County's willingness to install a gate in this 6' section of fencing, thus allowing access to the rear portion of your shed. The sum assigned to these items in the Appraisal Report (Page 41) is \$2,797, and this sum must therefore be deducted from the original offer ( $\$10,600 - \$2,797 = \$7,803$ ) to \$7,810 rounded.

The County has advised me to move this matter forward by July 31, 2012; therefore, if you agree to accept the County's offer of \$7,810, please contact me on or before July 27, 2012 so we may schedule an appointment to obtain your signature. In this regard, I look forward to your prompt reply.

Respectfully,

  
Ronald K. Butcher  
Negotiator On Behalf Of The  
County Of Gloucester

B/c

COUNTY OF GLOUCESTER

HEATHER SIMMONS  
FREEHOLDER

OFFICE OF THE COUNTY ENGINEER

1200 North Delsea Drive, Clayton, New Jersey 08312-1000  
PHONE:(856) 307-6600 FAX:(856) 307-6606

VINCENT M. VOLTAGGIO, P.E.  
COUNTY ENGINEER

**COPY**  
*[Handwritten initials]*

TRANSMITTAL

To: August Knestaut, County Co-Counsel  
Legal Department

From: David R. Lubelski, P.E.  
Assistant County Engineer

Date: 08/03/2012 File #: 06-01FA

Hand Delivered 08/03/12

Re: 194.10, Lot 5.14, CR630  
Manuel & Harriet Cordero, RE-10

We are transmitting the following:

- Prints
- Specs
- Shop Drawings
- Copy of Letter
- Under Separate Cover
- Other: Please find attached a copy of the package from Ronald K. Butcher for Condemnation proceedings for property owned by Manuel & Harriet Cordero for your review and processing, in association with Engineering Project Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA

Copies	Dated	Description
1	08/02/2012	Condemnation: Cordero - Block 194.10, Lot 5.14, CR630

- For Approval
- For Your Use
- As Requested
- Other: \_\_\_\_\_
- For Review and Comment
- Approved as Submitted
- Approved as Noted
- Returned for Correction
- Resubmit [ ] copies
- For Your Signature

Comments: \_\_\_\_\_

*Ronald K. Butcher*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

Vincent M. Voltaggio, P.E.  
County Engineer  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

RE: Manuel & Harriet Cordero  
2 Talon Court  
Sewell, NJ 08080  
Block 194.10, Lot 5.14, Township of Washington  
Gloucester County, NJ

Dear Vince:

With regard to the above referenced property, attached please find documents that need to be forwarded to Gus so he may proceed with filing the appropriate Condemnation Complaint. Also enclosed is a copy of my Invoice for services rendered.

Thank you, and should you have any related questions, please feel free to give me a call.

Sincerely,



Ronald K. Butcher

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

August E. Knestaut, Esq.  
Assistant County Counsel  
1 North Broad Street  
Woodbury, NJ 08096

RE: Manuel & Harriet Cordero  
2 Talon Court  
Sewell, NJ 08080  
Block 194.10, Lot 5.14, Township of Washington  
Gloucester County, NJ

Dear Mr. Knestaut:

This letter is to formally advise that as of today's date I have been unable to amicably negotiate acquisition of the requested Road Easement pertaining to the above referenced property. In this regard, would you please move forward by filing a Condemnation Complaint.

I have enclosed herein a copy of the Certified Mail letter sent to the property owner and a copy of the Return Receipt for this letter, signed and dated by the property owner. As indicated therein, a copy of the appraisal was provided, and the offer presented to the owner was \$8,300. Also enclosed please find the following:

- > 5/7/12 letter from Property Owner
- > 5/18/12 letter from me in reply to Property Owner
- > 7/16/12 letter from me to Property Owner

As of this writing, I have not received a reply from the Property Owner to my letter of 7/16/12.

By copy of this letter (letter only) to the Corderos, I am providing them with a courtesy notice that the County is moving forward with a Condemnation Complaint. If they should contact me, I will continue to negotiate this matter until a hearing has been scheduled.

Please call should you have any related questions.

Respectfully,



Ronald K. Butcher  
Right-of-way Negotiator

Cell (609) 472-2766  
Email: Ron.Butcher@verizon.net

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

CERTIFIED RETURN RECEIPT & REGULAR U.S. MAIL

April 18, 2012

Manuel & Harriet Cordero  
2 Talon Court  
Sewell, NJ 08080

RE: Block 194.10, Lot 5.14, Township of Washington, Gloucester County, NJ

Dear Property Owner:

The County of Gloucester is currently initiating a major road improvement project along County Route #630 (a.k.a., Egg Harbor Road). In order to complete this project they need to acquire a Road Easement on the above referenced property. In this regard, I have been retained by the County to negotiate details with you in an effort to seek an amicable agreement, and to obtain a signed Road Easement.

The acquisition of your property is considered a fee purchase under the County's exercise of Eminent Domain. Therefore, it is important that you review the attached appraisal and contact me on or before May 7, 2012 so we may discuss any questions you have regarding the appraisal, the Road Easement or the Eminent Domain process.

I have enclosed with this letter an appraisal of your property prepared for the County by E&A Associates, LLC. Mr. Crosby, the appraiser, has determined the fair market value of this Road Easement and any damages to the remainder to be \$8,300, details pertaining to which are described in the appraisal report. Therefore, \$8,300 is the amount I am authorized to offer you on behalf of the County for the acquisition of this Road Easement.

Should you call my office and receive the answering service, please be sure to leave your name and contact information. I will await your timely response.

Respectfully,

Ronald K. Butcher  
Accompanying: Appraisal Report With Certified Mail Copy Only

**SENDER COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Maxwell & Stewart London  
at Taroni Ltd,  
Sewelle, 779 05082*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*[Handwritten Signature]*

B. Received by (Printed Name)

Agent  
 Addressee

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

O. Date of Delivery  
*4-20-12*

3. Service Type
- Certified Mail
  - Registered
  - Insured Mail
  - Express Mail
  - Return Receipt for Merchandise
  - C.O.D.
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number *7011 3500 0001 8643 7981*  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102555-02-00-1040



## DENTAL ARTS AT WASHINGTON

---

**Manuel A. Cordero, DDS, FAGD, DABFD**  
2 Talon Ct. & Egg Harbor Rd., Sewell, NJ 08080  
(609) 589-8533  
E-Mail: dentalmac@yahoo.com  
Vineland Office - (609) 696-8182

May 7, 2012

Ronald K. Butcher, Appraiser  
Butcher & Company  
135 West Jersey Avenue  
Pitman, NJ 08071

Re: **2 Talon Court**  
**R.E. 10 – Easement Acquisition**  
**Egg Harbor Road – Phase I Roadway Widening Project**  
**County of Gloucester**  
**Response to Appraisal Report & Concerns**

Mr. Butcher:

We are in receipt of your report regarding the appraisal and offer regarding our property at the above location. We understand that the county wishes to acquire all needed easements along the highway in order to facilitate the widening. Our property is located at the corner of Talon Court and Egg Harbor Road, and it appears that an additional 8-feet of land is needed to complete the project.

In reviewing your appraisal, it appears that the following changes will occur, thus facilitating a negotiated payment for said 8-ft wide parcel taking:

- Acquire 8-feet of our private lands, parallel along the existing right of way line of the county road along its entire frontage.
- The proposed easement line would encroach into our existing hot mix asphalt parking lot used for our dental professional office, which is not acceptable.
- In reading the report, it appears that the construction crew may remove one (1) foot of our parking lot; your office indicates that the existing aisle width is 24-feet wide, meeting current guidelines.

We cannot agree to disturbing or reducing our parking stall depth any less than the existing parking stall dimensions today.

Our patrons and senior bus drivers already have a difficult task to enter, turnaround and exit this parking lot and we cannot afford to make this task any worse.

- New Jersey Transit has a formal bus stop at the corner. After the widening, how and where will the bus stop be reset?
- The existing curb and sidewalks along the county road will be removed and pushed back approximately seven (7) feet. Please explain with details.
- The entire landscape buffer between the existing sidewalk and our parking lot will be lost, with no grass buffer. When the construction complete, it appears that the new sidewalk would be within inches of our asphalt parking lot.
- When done, there will be no safe buffer between parked cars and the pedestrian sidewalk. This needs to be addressed.
- The widening at the corner with Talon Court will result in the complete disturbance to our wooden business sign. This sign will not survive a simple relocation, and will require a replacement in-kind.
- Our business sign has two ground-mounted flood-lights with underground electric service to the house. The widening will result in complete disturbance to the lights, which may also not survive a relocation effort.
- The widening will create an issue with the proposed placement of our business sign, since the sign cannot block the view of motorists exiting Talon Court. Consequently, the new sign location should not be too far from the county road, which may impact our business.
- The mature trees on the corner of the property will need to be removed to open up the area and allow space for the relocated sign and sidewalk.
- The property is serviced with an irrigation system and said widening will require restoration. There may be a french drain in the area that will need to be re-connected when work is completed.
- The parcel taking will result in a net reduction of land size, thus resulting in a reduction in the annual tax on the property.

Prior to agreeing to said easement acquisition and subsequent monetary compensation, we would like the county to include the following items in the final settlement:

1. The construction should not damage or disturb the existing parking lot. The current dimensions of the parking stalls and drive aisle cannot be compromised as a result of this widening project.

2. As part of the construction contract, the following items should be included:
  - a. Install concrete bumper stops along parking stalls to create barrier to the sidewalk.
  - b. Shift the sidewalk possibly 6 to 12 inches closer to road, to permit a narrow landscape buffer to improve safety of pedestrians along face of parked cars.
  - c. Replace business sign, anticipating finding rotted posts when removing old sign.
  - d. Set new sign in center of property frontage without impeding motorists view.
  - e. Relocate u.g. electric lines to sign lighting.
  - f. Reset or replace (2) flood-lights.
  - g. Reset damaged irrigation system along with any original french drains found.
  - h. Remove & replace mature trees and stumps near corner.
3. Confirm in writing that the annual land tax will be reduced relative to the land acquisition values in your report.
4. Confirm that the county will bear the costs associated with item no. 2 above.
5. The final negotiated payment should reflect taxes paid during the last 22-years.

We understand that your office will need to discuss said matters with the county and we await a written response from your office regarding the above issues.

Thank you for understanding our concerns and do not hesitate to contact our residence.

Very truly yours,

  
Dr. & Mrs. Manuel A. Cordero, DDS, MAGD, DABFD

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856  
May 18, 2012

Manuel & Harriet Cordero  
2 Talon Court  
Sewell, NJ 08080

RE: Block 194.10, Lot 5.14, Township of Washington, Gloucester County, NJ

Dear Property Owner:

This correspondence is in reply to your letter dated May 7, 2012, wherein you raised several questions and made several demands relative to the subject Egg Harbor Road improvement project.

Let me begin by making a clarification for your records. Your letter is addressed to me as "Appraiser", and in various portions of your letter you reference "your report", "your office" and "your appraisal". Please note I am not an Appraiser, and I did not appraise your property or prepare the Appraisal Report submitted to you. As indicated in my letter of April 18, 2012, I have been retained by the County to *negotiate* the acquisition of the requested Road Easement.

In my April 18, 2012 letter I further indicated that "I have enclosed with this letter an appraisal of your property prepared for the County by E&A Associates, LLC. Mr. Crosby, the appraiser, has determined the fair market value of this Road Easement and any damages to the remainder to be \$8,300, details pertaining to which are described in the appraisal report. Therefore, \$8,300 is the amount I am authorized to offer you on behalf of the County for the acquisition of this Road Easement."

Regarding the items listed in your letter please be advised of the following.

- (1) The "taking" in this matter is a 5' wide "permanent, partial rights" taking, not an 8' wide "parcel" taking. As such, after the taking you will still own this 5' wide parcel and your deed will not change. You will also retain the right to use and maintain the area, but cannot construct any buildings or structures (see page 37 of Mr. Crosby's appraisal).
- (2) You are correct in stating the proposed easement line will result in a reduction in depth by approximately 1' of your parking lot. However, since Township parking requirements per parking stall are 9' x 18', your spaces after the taking will still be conforming, as they are currently 9' x 19' (Appraisal Report page 39).

(3) Regarding the easement's impact upon your parking lot, your position regarding this matter is noted. However, the County respectfully disagrees with your position and believes the planned construction is appropriate. The County further believes, given Mr. Crosby's appraisal, that you are being provided just compensating for the taking, which includes 1' of the parking lot. I further note this taking will have no impact upon "the remainder", which includes remaining improvements located on the parcel of land (Appraisal Report page 39).

(4) New Jersey Transit is responsible for determining bus routes and stops; therefore, your question regarding any possible change in the bus stop location should be directed to New Jersey Transit. The County routinely advises utility companies of pending road improvement projects, and movement of their equipment is their responsibility. Should they need to contact you regarding movement of the equipment, they will contact you directly.

(5) The proposed relocation of the curb and sidewalk are shown on the General Property Parcel Map (GPPM) presented on page 38 of the appraisal report. A larger, to scale copy of the GPPM is enclosed herein for your information. The scale is 1" = 30 feet. The new curb and sidewalk will fall within the County's proposed easement.

(6) Regarding a safe buffer between parked cars and pedestrian sidewalk, the County has advised there will be approximately 2' between the sidewalk and the edge of the parking lot. Since pedestrians also walk in the parking lot, the proximity of the sidewalk to cars does not result in an additional safety issue.

(7) Regarding the sign you reference as yours, it would appear the sign's base and the sign, upon which your smaller office sign is attached, is a sign for Eagle Glen Estates. While ownership of this sign has not been determined, The County Engineer's Office has determined that the sign is located within the County's current, existing Road Easement. The two ground-mounted floodlights and adjacent underground electric service, as well as the mature tree located between the sidewalk and curb adjacent to the handicapped ramp is also located within the County's existing easement. Therefore, no compensation may be offered to you for moving or replacing these items. They will be removed from the County's existing easement during construction. If in fact you are the owner of the Eagle Glen Estate sign, the sign they remove can be given to you; however, you will need to acquire proper permits prior to erecting this sign on your property.

(8) In the event any irrigation system or French drain is disturbed during construction, these items will be repaired so they are in good working order.

(9) As stated in #1 above, this taking is a partial taking, and as such you retain ownership and certain rights, and your deed will not change. Therefore, this taking does not result in a net reduction of land size, and it does not automatically result in a reduction in annual taxes for the property.

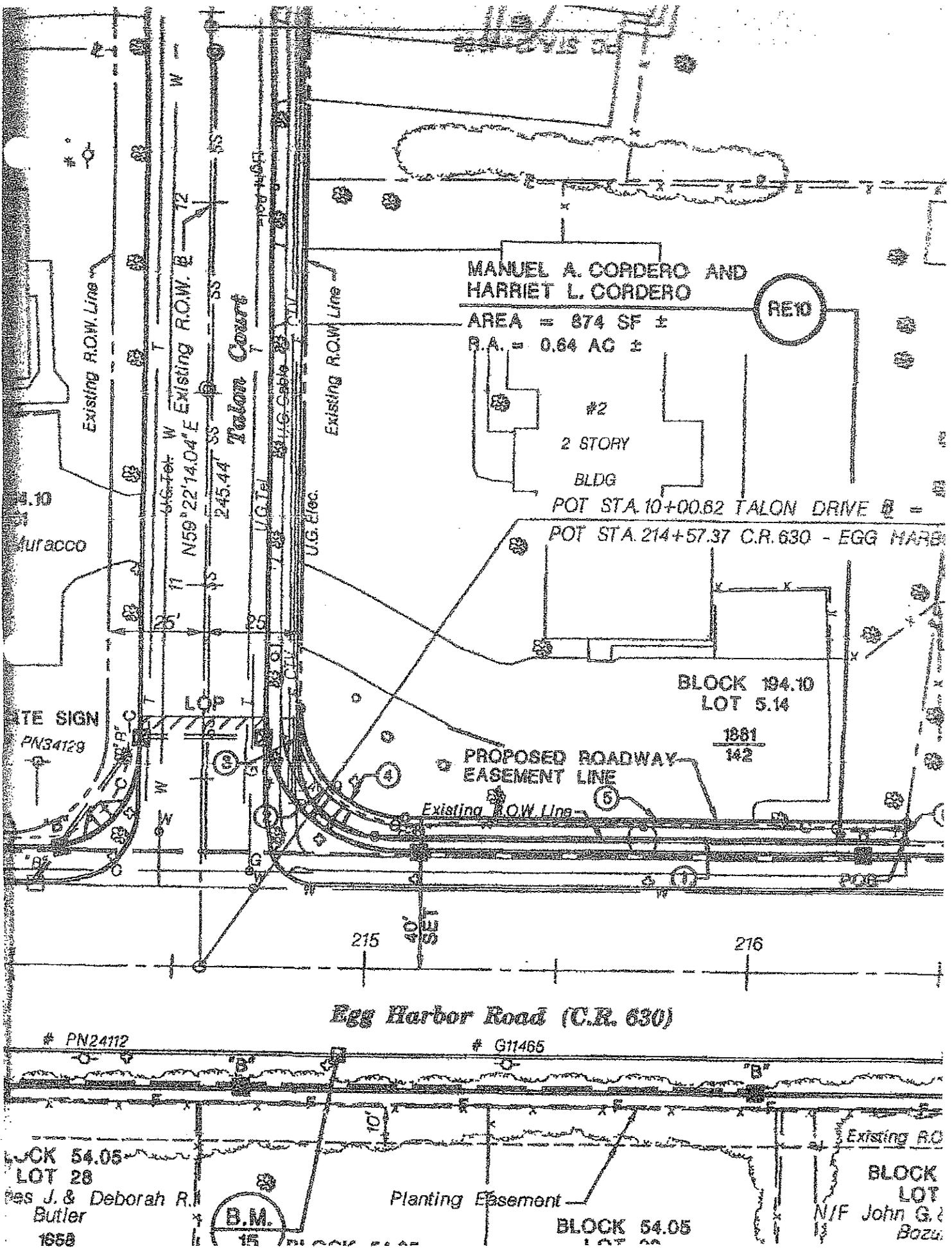
After you have considered the contents of this letter, please call me or respond in writing should you wish further clarification or information. Should you call my office and receive the answering service, please be sure to leave your name and contact information.

I will await your timely response.

Respectfully,

A handwritten signature in cursive script, appearing to read 'R. Butcher', written in black ink.

Ronald K. Butcher



*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

July 16, 2012

Manuel & Harriet Cordero  
2 Talon Court  
Sewell, NJ 08080

RE: Block 194.10, Lot 5.14, Township of Washington, Gloucester County, NJ

Dear Property Owner:

This correspondence is a follow-up to my letter of May 18, 2012, wherein I asked that you considered the contents of my letter, then call me or respond in writing should you wish further clarification or information. As of today's date I have received no additional communications from you.

In this regard, and recognizing that this matter has now been pending since my original letter of April 18, 2012, please advise me on or before July 20, 2012 if you will accept the County's offer of \$8,300 for the acquisition of the subject Road Easement.

I will await your timely response.

Respectfully,



Ronald K. Butcher  
*Negotiator On Behalf Of The  
County Of Gloucester*

Bld

COUNTY OF GLOUCESTER

HEATHER SIMMONS  
FREEHOLDER

OFFICE OF THE COUNTY ENGINEER

VINCENT M. VOLTAGGIO, P.E.  
COUNTY ENGINEER

1200 North Delsea Drive, Clayton, New Jersey 08312-1000  
PHONE: (856) 307-6600 FAX: (856) 307-6606

COPY

TRANSMITTAL

To: August Knestaut, County Co-Counsel  
Legal Department

From: David R. Lubelski, P.E.  
Assistant County Engineer

Date: 08/03/2012 File #: 06-01FA

Re: Block 54.02, Lot 126, CR630  
Patrick & Theresa Boyce, RE-14

Hand Delivered 08/03/12

We are transmitting the following:

- Prints
- Specs
- Shop Drawings
- Copy of Letter
- Under Separate Cover
- Other: Please find attached a copy of the package from Ronald K. Butcher for Condemnation proceedings for property owned by Patrick & Theresa Boyce for your review and processing, in association with Engineering Project Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA

Copies	Dated	Description
1	08/02/2012	Condemnation: Boyce - Block 54.02 Lot 126, CR630

- For Approval
- For Your Use
- As Requested
- Other: \_\_\_\_\_
- For Review and Comment
- Approved as Submitted
- Approved as Noted
- Returned for Correction
- Resubmit [ ] copies
- For Your Signature

Comments: \_\_\_\_\_

*Ronald K. Butcher*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

Vincent M. Voltaggio, P.E.  
County Engineer  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

RE: Patrick & Theresa Boyce  
78 Abbington Lane  
Sewell, NJ 08080  
Block 54.02, Lot 126, Township of Washington,  
Gloucester County, NJ

Dear Vince:

With regard to the above referenced property, attached please find documents that need to be forwarded to Gus so he may proceed with filing the appropriate Condemnation Complaint. Also enclosed is a copy of my Invoice for services rendered.

Thank you, and should you have any related questions, please feel free to give me a call.

Sincerely,



Ronald K. Butcher

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

August E. Knestaut, Esq.  
Assistant County Counsel  
1 North Broad Street  
Woodbury, NJ 08096

RE: County Route #630, Egg Harbor Road Project, Road Easement  
Property Owner: Patrick & Theresa Boyce  
Block 54.02, Lot 126, Township of Washington  
Gloucester County, NJ

Dear Mr. Knestaut:

This letter is to formally advise that as of today's date I have been unable to amicably negotiate acquisition of the requested Road Easement pertaining to the above referenced property. In this regard, would you please move forward by filing a Condemnation Complaint.

I have enclosed herein a copy of the Certified Mail letter sent to the property owner and a copy of the return receipt for this letter, signed and dated by the property owner. As indicated therein, a copy of the appraisal was provided, and the offer presented to the owner was \$6,600. Also enclosed please find the following:

- > Second Notice dated 5/8/12
- > Mr. Boyce's letter dated 6/5/12
- > My reply (to 6/5/12 Boyce letter) dated 6/18/12 and sent via Regular U.S. Mail & Email
- > Documentation of Email sent to Mr. Boyce on 6/18/12 with my letter
- > My letter of July 14, 2012 sent via Regular U.S. Mail & Email
- > Documentation of Email sent to Mr. Boyce on 7/14/2012 with my letter
- > Mr. Boyce's letter of July 18, 2012 declining the County's Offer of \$6,600

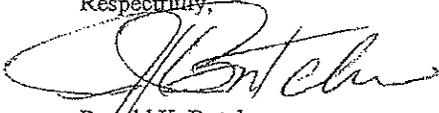
With regard to Mr. Boyce's statement in his July 18, 2012 letter that I had not responded to his previous communication, the above clearly documents that responses were provided from both Mr. DiLella and me.

Previous to my involvement in this project, Mr. Boyce sent a letter dated May 19, 2012 to Mr. Crosby, and Mr. DiLella replied in part with a letter dated May 9, 2012. Copies of these documents were previously forwarded to you and should be on file.

By copy of this letter (letter only) to Mr. Boyce, I am providing him with a courtesy notice that the County is moving forward with a Condemnation Complaint. If Mr. Boyce wishes to contact me, I will continue to negotiate this matter until a hearing has been scheduled.

Please call should you have any related questions.

Respectfully,



Ronald K. Butcher  
Right-of-way Negotiator

Cell (609) 472-2766  
Email: Ron.Butcher@verizon.net

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

CERTIFIED RETURN RECEIPT & REGULAR U.S. MAIL

April 23, 2012

Patrick & Theresa Boyce  
78 Abbingdon Lane  
Sewell, NJ 08080

RE: Block 54.02, Lot 126, Township of Washington,  
Gloucester County, NJ

Dear Property Owner:

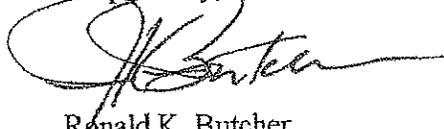
The County of Gloucester is currently initiating a major road improvement project along County Route #630 (a.k.a., Egg Harbor Road). In order to complete this project they need to acquire a Road Easement on the above referenced property. In this regard, I have been retained by the County to negotiate details with you in an effort to seek an amicable agreement, and to obtain a signed Road Easement.

The acquisition of your property is considered a fee purchase under the County's exercise of Eminent Domain. Therefore, it is important that you review the attached appraisal and contact me on or before May 7, 2012 so we may discuss any questions you have regarding the appraisal, the Road Easement or the Eminent Domain process.

I have enclosed with this letter an appraisal of your property prepared for the County by E&A Associates, LLC. Mr. Crosby, the appraiser, has determined the fair market value of this Road Easement and any damages to the remainder to be \$6,600, details pertaining to which are described in the appraisal report. Therefore, \$6,600 is the amount I am authorized to offer you on behalf of the County for the acquisition of this Road Easement.

Should you call my office and receive the answering service, please be sure to leave your name and contact information. I will await your timely response.

Respectfully,



Ronald K. Butcher

Accompanying: Appraisal Report With Certified Mail Copy Only

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:  
*P & T Bayce*  
*78 Abbington Lane*  
*Sewell, NJ 08080*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*X Margaret J. Bayce*  Agent  Addressee

B. Received by (Printed Name)  
*MARGARET BAYCE*

C. Date of Delivery  
*4-24-12*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label) **7011 3500 0001 8643 7943**

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

CERTIFIED RETURN RECEIPT & REGULAR U.S. MAIL

April 23, 2012

Patrick & Theresa Boyce  
78 Abbington Lane  
Sewell, NJ 08080

SECOND NOTICE  
*R. Butcher*  
5/8/12

RE: Block 54.02, Lot 126, Township of Washington,  
Gloucester County, NJ

Dear Property Owner:

The County of Gloucester is currently initiating a major road improvement project along County Route #630 (a.k.a., Egg Harbor Road). In order to complete this project they need to acquire a Road Easement on the above referenced property. In this regard, I have been retained by the County to negotiate details with you in an effort to seek an amicable agreement, and to obtain a signed Road Easement.

The acquisition of your property is considered a fee purchase under the County's exercise of Eminent Domain. Therefore, it is important that you review the attached appraisal and contact me on or before May 7, 2012 so we may discuss any questions you have regarding the appraisal, the Road Easement or the Eminent Domain process.

I have enclosed with this letter an appraisal of your property prepared for the County by E&A Associates, LLC. Mr. Crosby, the appraiser, has determined the fair market value of this Road Easement and any damages to the remainder to be \$6,600, details pertaining to which are described in the appraisal report. Therefore, \$6,600 is the amount I am authorized to offer you on behalf of the County for the acquisition of this Road Easement.

Should you call my office and receive the answering service, please be sure to leave your name and contact information. I will await your timely response.

Respectfully,



Ronald K. Butcher

Accompanying: Appraisal Report With Certified Mail Copy Only

**P. JOSEPH BOYCE**

ATTORNEY AT LAW

78 ABBINGTON LANE  
SEWELL, NEW JERSEY 08080

(856) 582-2123

FAX: (856) 582-3577

e-mail: PJosBoyce@aol.com

MAILING ADDRESS:  
P.O. BOX 1113  
TURNERSVILLE, NEW JERSEY 08012

June 5, 2012

Mr. Ronald K. Butcher  
135 West Jersey Avenue  
Pitman, New Jersey 08071

RE: Block 54.02, Lot 126, Township of Washington  
Gloucester County, NJ

Dear Mr. Butcher:

Please be advised that I have not received a response to my letter to Albert R. Crosby, CTA, dated April 19, 2012, in which I made a number of requests pertaining to this matter. For your reference, I have enclosed a copy of this letter.

Please note that I have not agreed to the necessity of this condemnation proceeding, together with other aspects involved herein as indicated in the aforementioned letter.

I would appreciate your prompt response to the requests I made in my letter to Mr. Crosby.

Thank you for your cooperation.

Very truly yours,



P. JOSEPH BOYCE

PJB:mh  
enclosure

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856  
June 18, 2012

E-mail & Regular U.S. Mail

Patrick & Theresa Boyce  
78 Abbington Lane  
Sewell, NJ 08080

RE: Block 54.02, Lot 126, Township of Washington, Gloucester County, NJ

Dear Mr. Boyce:

This correspondence will acknowledge receipt of your letter dated June 5, 2012 and the accompanying letter addressed to Mr. Crosby dated April 19, 2012. For the record, please note that Mr. Crosby's assignment in this matter is that of Appraiser on behalf of his client, the County of Gloucester; as such, he is not authorized to convey information to you as property owners. Therefore, your letter was forwarded to County Counsel.

With respect to your request for a copy of Mr. Crosby's Appraisal Report, I note that you have since received via Certified Mail said document and the accompany letter which put forth the County's offer of \$6,600 for the subject Road Easement.

Regarding your position that the Taking will cause considerable depreciation in use and appearance of the property, and depreciation of land value, the Appraisal Report addresses these issues. It is Mr. Crosby professional opinion that "No damages to the remainder are anticipated" (Appraisal Report Pages 38 & 41)). Additionally, the County will be responsible for moving the subject sign and planter pavers; and, compensation is included in the offer for landscaping to be taken (Page 41).

It is my understanding that your request for documents and material relative to the necessity of this proposed taking have been addressed directly by the Clerk of The Board in a letter dated May 9, 2012. Therefore, any further communication from you in this regard should be directed to Mr. DiLella, Clerk of the Board.

Given the above, would you please respond to this letter at your earliest possible convenience advising of your position on this matter. Should you call my office and receive the answering service, please be sure to leave your name and contact information.

Respectfully,

*Ronald K. Butcher, Ph.D.*  
*President/CEO*  
*Negotiator For The County Of Gloucester*

Email: [Ron.Butcher@verizon.net](mailto:Ron.Butcher@verizon.net)

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Email

Sent (145) | Egg Harbor Road Easem | Egg Harbor Road Project

Delete | Move To | Actions

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Sent

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My Folders

Comcast\_Mail

County Road Easements

EcoDeC, Inc.

Miscellaneous

Real Estate-Trend

Transferred Sent



P.JosBoyce@aol.com | A&T | Comcast  
Monday, Jun 18 05:50 PM | [View Contact](#) | [View Settings](#)

### Egg Harbor Road Project

1 Attachment [Download](#)

Mr. Boyce:

Attached please find a reply to your letter of June 5, 2012.

Regards,

Ronald K. Butcher

Message Center Storage

Use of Verizon websites is subject to user compliance with our [Website Terms of Use](#).

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

July 14, 2012

E-mail & Regular U.S. Mail

Patrick & Theresa Boyce  
78 Abbington Lane  
Sewell, NJ 08080

RE: Block 54.02, Lot 126, Township of Washington, Gloucester County, NJ

Dear Mr. Boyce:

This correspondence is a follow-up to my letter of June 18, 2012, wherein I asked that you respond at your earliest possible convenience advising of your position on this matter. As of today's date I have received no additional communications from you.

In this regard, and recognizing that this matter has now been pending since my original letter of April 23, 2012, please advise me on or before July 23, 2012 if you will accept the County's offer of \$6,600 for the acquisition of the subject Road Easement.

Respectfully,

Ronald K. Butcher, Ph.D.  
*President/CEO*  
*Negotiator For The County Of Gloucester*

Email: [Ron.Butcher@verizon.net](mailto:Ron.Butcher@verizon.net)

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Email

Sent (145) Egg Harbor Road Easem

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Compose

Inbox

Sent

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Trash

My Folders

- Comcast\_Mail
- County Road Easements
- EcoDeC, Inc.
- Miscellaneous
- Real Estate-Trend
- Transferred Sent



P.JosBoyce@aol.com | Add to contacts  
Saturday, Jul 14 06:05 PM | Show Details | View Source

### Egg Harbor Road Easement

1 Attachment Download

Mr. Boyce:

Please see the attached letter pertaining to this matter.

Regards,

Ronald K. Butcher

Message Center Storage

Use of Verizon websites is subject to user compliance with our Verizon Terms of Use.

**P. JOSEPH BOYCE**

ATTORNEY AT LAW

78 ABBINGTON LANE  
SEWELL, NEW JERSEY 08080  
(856) 582-2123

FAX: (856) 582-3577

e-mail: PJosBoyce@aol.com

MAILING ADDRESS:  
P.O. BOX 1113  
TURNERSVILLE, NEW JERSEY 08012

July 18, 2012

Ronald K. Butcher, Ph.D., President  
Ronald K. Butcher & Company, SP  
135 West Jersey Avenue  
Pitman, New Jersey 08071

RE: Block 54.02, Lot 126, Township of Washington  
Gloucester County, NJ

Dear Dr. Butcher:

In response to your recent letter, please refer to my letter to you dated June 5, 2012 regarding this matter, to which letter I have not received a response. As previously indicated, your offer of \$6,600.00 for the proposed acquisition of a portion of my property is clearly inadequate and is rejected.

I previously forwarded to you a copy of my letter of April 19, 2012 to Albert R. Crosby, CTA, which lists numerous questions which have not been addressed by yourself or Mr. Crosby.

It is imperative that responses be provided to my two letters as referenced above so that I can proceed further in my analysis and preparation of a response herein. As I previously stated, I am contesting all aspects of the proposed condemnation proceeding, including the alleged necessity for same.

Please note that your comparables appear to involve residential properties whereas my property is zoned and used as a professional property. Accordingly, the comparables are completely irrelevant.

I would request your prompt cooperation regarding the foregoing.

Thank you for your cooperation.

Very truly yours,



P. JOSEPH BOYCE

PJB:mh

Blc

COUNTY OF GLOUCESTER

HEATHER SIMMONS  
FREEHOLDER

OFFICE OF THE COUNTY ENGINEER

1200 North Delsea Drive, Clayton, New Jersey 08312-1000  
PHONE:(856) 307-6600 FAX:(856) 307-6606

VINCENT M. VOLTAGGIO, P.E.  
COUNTY ENGINEER

TRANSMITTAL

COPY

To: August Knestaut, County Co-Counsel  
Legal Department

From: David R. Lubelski, P.E.  
Assistant County Engineer

Date: 08/03/2012 File #: 06-01FA

Re: Block 54.05, Lot 2, CR630  
John P. & Faye L. Doner, RE-07

Hand Delivered 08/03/12

We are transmitting the following:

- Prints
- Specs
- Shop Drawings
- Copy of Letter
- Under Separate Cover
- Other: Please find attached a copy of the package from Ronald K. Butcher for Condemnation proceedings for property owned by John P. & Faye L. Doner for your review and processing, in association with Engineering Project Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW, Engineering Project #06-01FA

Copies	Dated	Description
1	08/02/2012	Condemnation: Doner - Block 54.05 Lot 2, CR630

- For Approval
- For Your Use
- As Requested
- Other: \_\_\_\_\_
- For Review and Comment
- Approved as Submitted
- Approved as Noted
- Returned for Correction
- Resubmit [ ] copies
- For Your Signature

Comments: \_\_\_\_\_

*Ronald K. Butcher*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

Vincent M. Voltaggio, P.E.  
County Engineer  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

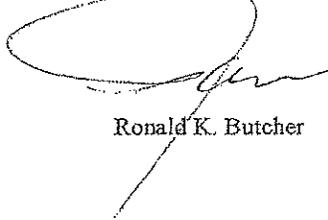
RE: John P. & Faye L. Doner  
187 Golfview Drive  
Sewell, NJ 08080  
Block 54.05, Lot 2, Township of Washington  
Gloucester County, NJ

Dear Vince:

With regard to the above referenced property, attached please find documents that need to be forwarded to Gus so he may proceed with filing the appropriate Condemnation Complaint. Also enclosed is a copy of my Invoice for services rendered.

Thank you, and should you have any related questions, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald K. Butcher', written over a large, loopy flourish.

Ronald K. Butcher

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

August 2, 2012

August E. Knestaut, Esq.  
Assistant County Counsel  
1 North Broad Street  
Woodbury, NJ 08096

RE: County Route #630, Egg Harbor Road Project, Road Easement  
Property Owner: John P. & Faye L. Doner  
187 Golfview Drive  
Sewell, NJ 08080  
Block 54.05, Lot 2, Township of Washington, Gloucester County, NJ

Dear Mr. Knestaut:

This letter is to formally advise that as of today's date I have been unable to amicably negotiate acquisition of the requested Road Easement pertaining to the above referenced property. In this regard, would you please move forward by accordingly.

I have enclosed herein the Certified Mail package sent to the property owner and the attached return receipt, both returned "not deliverable/unable to forward". Also enclosed is the letter sent Regular U.S. Mail, which was returned as "not deliverable/unable to forward". As you know from previous conversations, letters (copy attached) and email pertaining to this matter, I tried several avenues to identify an heir, and attempted to communicate via mail (letter enclosed), neighbors and email (attached search data) with the presumed heir, Mr. Everett L. Doner. Those efforts have not produced a reply.

Please call should you have any related questions.

Respectfully,



Ronald K. Butcher  
Right-of-way Negotiator

Cell (609) 472-2766  
Email: Ron.Butcher@verizon.net

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

CERTIFIED RETURN RECEIPT & REGULAR U.S. MAIL

April 18, 2012

John P. & Faye L. Doner  
187 Golfview Drive  
Sewell, NJ 08080

RE: Block 54.05, Lot 2, Township of Washington, Gloucester County, NJ

Dear Property Owner:

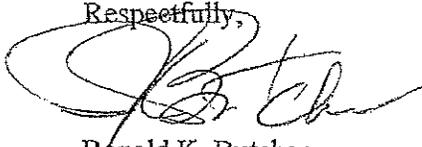
The County of Gloucester is currently initiating a major road improvement project along County Route #630 (a.k.a., Egg Harbor Road). In order to complete this project they need to acquire a Road Easement on the above referenced property. In this regard, I have been retained by the County to negotiate details with you in an effort to seek an amicable agreement, and to obtain a signed Road Easement.

The acquisition of your property is considered a fee purchase under the County's exercise of Eminent Domain. Therefore, it is important that you review the attached appraisal and contact me on or before May 7, 2012 so we may discuss any questions you have regarding the appraisal, the Road Easement or the Eminent Domain process.

I have enclosed with this letter an appraisal of your property prepared for the County by E&A Associates, LLC. Mr. Crosby, the appraiser, has determined the fair market value of this Road Easement and any damages to the remainder to be \$6,300, details pertaining to which are described in the appraisal report. Therefore, \$6,300 is the amount I am authorized to offer you on behalf of the County for the acquisition of this Road Easement.

Should you call my office and receive the answering service, please be sure to leave your name and contact information. I will await your timely response.

Respectfully,



Ronald K. Butcher

Accompanying: Appraisal Report With Certified Mail Copy Only

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856  
Cell: (609) 472-2766  
Email: [Ron.Butcher@verizon.net](mailto:Ron.Butcher@verizon.net)

**MEMORANDUM**

**TO:** Gus Knestaut

**DATE:** May 8, 2012

**RE:** Egg Harbor Road Project, Phase I  
John P. & Faye L. Doner  
187 Golfview Drive  
Sewell, NJ 08080  
Block 54.05, Lot 2, Township of Washington

I'm having difficulty locating the owner of this property, so this Memo is to determine if you can be of assistance in identifying and locating the appropriate contact person.

My original letters to the property owner, both the Certified Mail and the Regular U.S. Mail, were returned as "not deliverable" and "unable to forward". Upon review, I noted the appraiser's Certified Mail to the owner was also returned as undeliverable, so I spoke to Albert Crosby who confirmed that he had no contact with the owner.

There is a "For Sale" sign on the property; however, when I contacted the Broker they did not return my call, which requested information about who signed the listing agreement. Albert Crosby went through this same process, and the results were the same. Neighbors advised me that this house has been "For Sale" for three or four years.

I then spoke with Dave Lubelski who researched this matter with Bonnie Longo. Bonnie had the same information as listed above, but suggested we speak with Robin Sarlo from the Washington Township Tax Office. I spoke with Robin, and she too had the same information. She further advised that the property went up for delinquent tax sale, and that an independent party is now paying the taxes (someone who is involved with the Township in these matter frequently, so a relationship to the owners is unlikely). There was also an office address for the owner in Robin's file, so I check it out and found a vacant office in a nearby shopping center.

I finally did a Google search for John P. Doner, and based upon that search it would appear he died. The obituary I found also indicated his wife, Faye, preceded him.

Having now reached a dead end, is there anyway you can determine if Mr. Doner had a Will that was probated? Also, I would welcome any other ideas you have on how I should proceed with this matter, or how you may be of assistance.

*Ronald K. Butcher & Company, SP*

135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856  
June 18, 2012

Everett L. Doner  
912 Grayson Street  
Berkeley, CA

RE: Estate Of John P. & Faye L. Doner  
187 Golfview Drive, Sewell, NJ 08080  
Block 54.05, Lot 2, Township of Washington, Gloucester County, NJ

The County of Gloucester is currently initiating a major road improvement project along County Route #630 (a.k.a., Egg Harbor Road). In order to complete this project they need to acquire a Road Easement on the above referenced property. In this regard, I have been retained by the County to negotiate details with you in an effort to seek an amicable agreement, and to obtain a signed Road Easement.

The acquisition of this Road Easement is considered a fee purchase under the County's exercise of Eminent Domain (Condemnation). Therefore, it is important that you review the appraisal we had completed pertaining to this matter on or before July 6, 2012. This will allow us to discuss any questions you have regarding the appraisal, the Road Easement or the Eminent Domain process.

E&A Associates, LLC, prepared the appraisal of the subject property for the County. They determined the fair market value of this Road Easement and any damages to the remainder to be \$6,300, details pertaining to which are described in the appraisal report. Therefore, \$6,300 is the amount I am authorized to offer you on behalf of the County for the acquisition of this Road Easement. To obtain the appraisal report, please confirm that you are the Executor of the above reference Doner estate by contacting me at the above address or telephone number. Should you call my office and receive the answering service, please be sure to leave your name and contact information.

Please be advised, this matter has now been pending since April 18, 2012, as we have been unable to contact the Executor of this estate. Consequently, authorization to file a Condemnation Complaint has already been given to County Counsel. Your reply by July 6, 2012 will allow us to delay this filing, so I look forward to your timely response.

Respectfully,

Ronald K. Butcher, President/CEO  
(Right-of-way Negotiator For  
The County of Gloucester)

# Contact Report

Everett L Doner

Report Expiration  
November 30, 2012

Name Everett L Doner  
 Age 37  
 Date of Birth 7/14/1974  
 Phone Number 828-236-3240  
 Additional Phone Numbers xxx-774-8166, 440-774-8166  
 Most Recent Address 912 Grayson St, Berkeley, CA 94710-2618  
 Aliases/Name Variations E Doner

**Email:**

e\*\*\*\*@awhw.com

Everett Doner  
 816 Liberty St # 3  
 El Cerrito, CA 94530

e\*\*\*\*@awhc.com

Everett doner  
 816 Liberty St # 3  
 El Cerrito, CA 94530-2860

**15 addresses were found**

Address	City, State, Zip
912 Grayson St	Berkeley, CA 94710-2618
2/2011	
2/2011	
816 Liberty St, Apt 3	El Cerrito, CA 94530-2860
3/2005	
3/2005	
3027 California St	Oakland, CA 94602-3907

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Bla

Certificate of Availability of Funds

TREASURER'S NO. 12-07169 DATE July 20, 2012

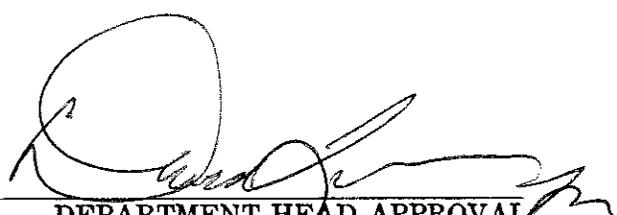
C-04-09-013-165-13204 (\$8,800.00)  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

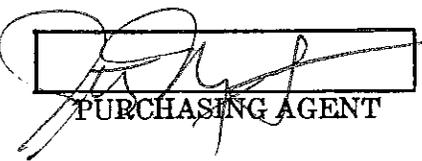
AMOUNT OF CERTIFICATION \$8,800.00 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION: 

Condemnation of Land for Road Easement (RE-18) In, Over and Across a part of the Real Property known as Block 54.01, Lot 1, in Washington Township from Caleb Carter for Engineering Project #06-01FA.

VENDOR: Clerk of Superior Court  
CN971  
ADDRESS: Trust Fund Unit  
Trenton, NJ 08625

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   PURCHASING AGENT  RETURNED TO DEPARTMENT NOT APPROVED

DATE PROCESSED 8-10-12 Meeting Date: August 22, 2012

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

B10

Certificate of Availability of Funds

TREASURER'S NO. 12-07170 DATE August 07, 2012

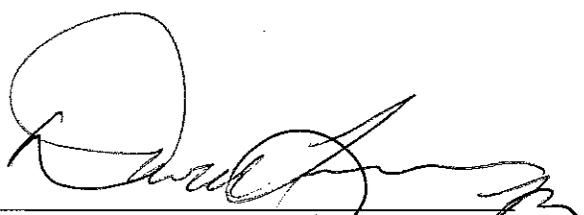
C-04-09-013-165-13204 (\$7,810.00)  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$7,810.00 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION: 

Condemnation of Land for Road Easement (RE-2) In, Over and Across a part of the Real Property known as Block 194.30, Lot 3, in Washington Township from Regina M. Pakradooni for Engineering Project #06-01FA.

VENDOR: Clerk of Superior Court  
CN971  
ADDRESS: Trust Fund Unit  
Trenton, NJ 08625

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Vollaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-10-12

Meeting Date: August 22, 2012

B/c

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

**Certificate of Availability of Funds**

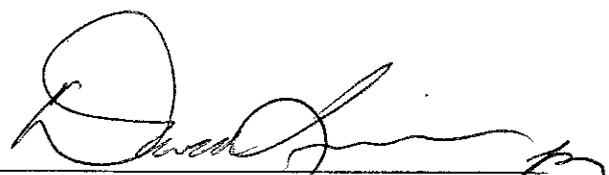
TREASURER'S NO. 12-07171 DATE August 07, 2012

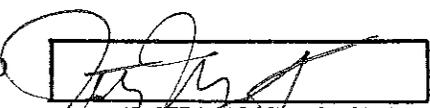
C-04-09-013-165-13204 (\$8,300.00)  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$8,300.00 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION: Condemnation of Land for Road Easement (RE-10) In, Over and Across a part of the Real Property known as Block 194.10, Lot 5.14, in Washington Township from Manuel & Harriet Cordero for Engineering Project #06-01FA.

VENDOR: Clerk of Superior Court  
ADDRESS: CN971  
Trust Fund Unit  
Trenton, NJ 08625

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-10-12

Meeting Date: August 22, 2012

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Bld

Certificate of Availability of Funds

TREASURER'S NO. 12-07172 DATE August 07, 2012

C-04-09-013-165-13204 (\$6,600.00) Engineering

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

\$6,600.00 August Knestaut, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_

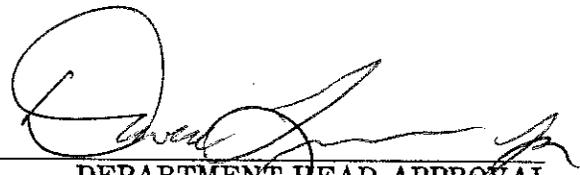
DESCRIPTION:

Condemnation of Land for Road Easement (RE-14) In, Over and Across a part of the Real Property known as Block 54.02, Lot 126, in Washington Township from Patrick J. & Theresa P. Boyce for Engineering Project #06-01FA.

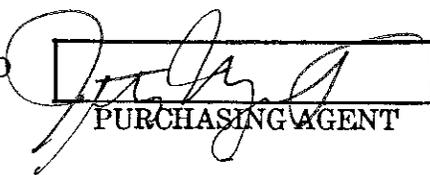
VENDOR: Clerk of Superior Court

ADDRESS: CN971  
Trust Fund Unit

Trenton, NJ 08625

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED

  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-10-12

Meeting Date: August 22, 2012

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Ble

Certificate of Availability of Funds

TREASURER'S NO. 12-07173 DATE August 07, 2012

C-04-09-013-165-13204 (\$6,300.00)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$6,300.00 COUNTY COUNSEL August Knestaut, Esq.

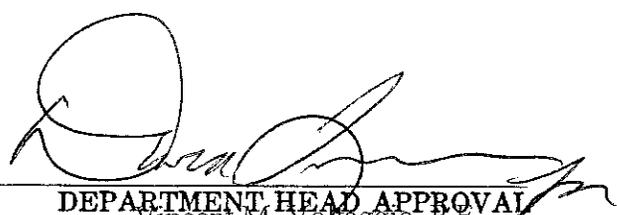
DESCRIPTION: 

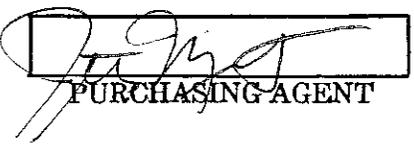
Condemnation of Land for Road Easement (RE-7) In, Over and Across a part of the Real Property known as Block 54.05, Lot 2, in Washington Township from the Estate of John P. & Faye Doner for Engineering Project #06-01FA.

VENDOR: Clerk of Superior Court

ADDRESS: CN971  
Trust Fund Unit

Trenton, NJ 08625

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-10-12

Meeting Date: August 22, 2012

B/F

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

**Certificate of Availability of Funds**

TREASURER'S NO. 12-07174 DATE August 07, 2012

C-04-09-013-165-13204 (\$7,200.00)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

\$7,200.00 August Knestaut, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_

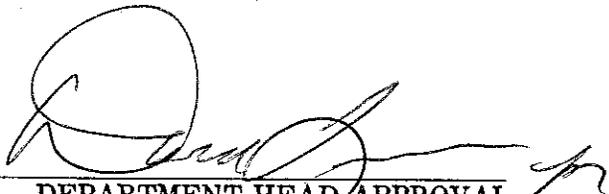
DESCRIPTION:

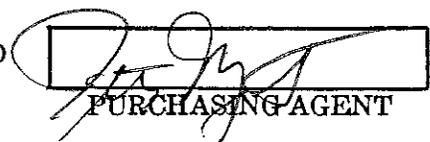
Condemnation of Land for Road Easement (RE-13) In, Over and Across a part of the Real Property known as Block 194.13, Lot 6.02, in Washington Township from Ronald Glover for Engineering Project #06-01FA.

VENDOR: Clerk of Superior Court

ADDRESS: CN971  
Trust Fund Unit

Trenton, NJ 08625

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-10-12

Meeting Date: August 22, 2012

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Blg

Certificate of Availability of Funds

TREASURER'S NO. 12-07175 DATE August 07, 2012

C-04-09-013-165-13204 (\$9,400.00)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

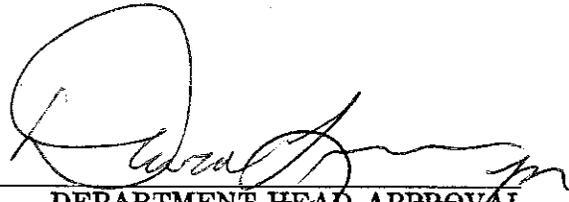
AMOUNT OF CERTIFICATION \$9,400.00 COUNTY COUNSEL August Knestaut, Esq.

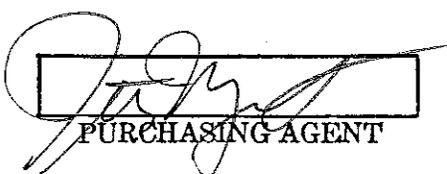
DESCRIPTION: Condemnation of Land for Road Easement (RE-1) In, Over and Across a part of the Real Property known as Block 19, Lot 5.02, in Washington Township from New Market Enterprises, LLC for Engineering Project #06-01FA.

VENDOR: Clerk of Superior Court

ADDRESS: CN971  
Trust Fund Unit

Trenton, NJ 08625

  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 8-10-12

Meeting Date: August 22, 2012

B2

**RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 194.26, LOT 1, IN WASHINGTON TOWNSHIP FROM DENISE C. SKOW & STEPHEN W. SKOW FOR THE TOTAL AMOUNT OF \$8,200.00 FOR ENGINEERING PROJECT #06-01FA**

**WHEREAS**, a part of certain lands and premises located at 4 Palmer Court, Sewell, NJ 08080, being known as Block 194.26, Lot 1 on the Washington Township Tax Map, and owned by Denise C. Skow & Stephen W. Skow (hereinafter the "Property"), is needed by the County of Gloucester (hereinafter the "County") for right-of-way for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the "Project"); and

**WHEREAS**, the County Engineer has determined then that a Road Easement in, over and across a portion of the Property is needed for right-of-way in order to undertake the Project; and

**WHEREAS**, the County has determined that a fair price to pay for the said Road Easement is \$8,200.00; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the Road Easement in the amount of \$8,200.00, pursuant to C.A.F. #12-07166, which amount shall be charged against County budget line item C-04-09-013-165-13204.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County be, and is, hereby authorized to acquire right-of-way by way of a Road Easement in, over and across a part of the Property owned by Denise C. Skow & Stephen W. Skow, as needed for the Project, and to pay therefore, the total amount of EIGHT THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$8,200.00); and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized to take all actions, and sign all documents, necessary or required in order to complete the acquisition of the said Road Easement.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 22, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

B2

PREPARED BY: \_\_\_\_\_  
August E. Knestaut, Esquire

Block 194.26, Lot 1  
CR 630

## ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

DENISE C. SKOW AND STEPHEN W. SKOW, h/w,

Whose address is: 4 Palmer Court,  
Sewell, NJ 08080,

hereinafter called "Grantor",

is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of EIGHT THOUSAND TWO HUNDRED DOLLARS and ZERO CENTS (\$8,200.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey, whose mailing address is 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the County, its successors, successors in title and assigns and designees. Said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and more particularly described as follows:

ROAD EASEMENT PARCEL RE-11, including specifically all the land and premises located at about Station 218+50 (Egg Harbor Road (C.R.630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconstruction of Egg Harbor Road (C.R.630)", Block 194.26, Lot 1 (RE-11), Showing Existing Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No 06-01FA, dated July 2011; prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at a point in the existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lot 6.01 of Block 194.13 and Lot 1 of Block 194.26, said point also being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 219+45.49 and running thence;

1. N 31° 33' 24" W (calculated), 100.45 feet (calculated), to a point of curvature, along said existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 218+45.04, thence;

2. Along a curve bearing to the right having a Radius of 20.00 feet (calculated), and an Arc Distance of 34.03 feet (calculated), to a point, in the existing southeasterly right-of-way line of Daytona Drive, said point being 25.00 feet, measured southeasterly from and at right angles to Daytona Drive, Right of Way Baseline at Station 10+60.41, thence;

3. N 65° 55' 30" E (calculated), 8.46 feet (calculated), to a point, along said existing southeasterly right-of-way line of Daytona Drive, said point being 25.00 feet, measured southeasterly from and at right angles to Daytona Drive, Right of Way Baseline at Station 10+68.87 and running thence;

4. Along a curve bearing to the left having a Radius of 23.00 feet (calculated), and an Arc Distance of 39.13 feet (calculated), to a point of tangency, in the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 40.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 218+49.11, thence;

5. S 31° 33' 24" E (calculated), 97.21 feet (calculated), to a point, in the division line of Lot 6.01 of Block 194.13 and Lot 1 of Block 194.26, still along said proposed right-of-way line of Egg Harbor Road (C.R. 630), said point being 40.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 219+46.32, thence;

6. S 67° 56' 36" W (calculated), 5.07 feet (calculated), along said division line of Lot 6.01 of Block 194.13 and Lot 1 of Block 194.26, to the point and place of beginning.

CONTAINING 654 square feet, more or less.

BEING part of Lot 1, Block 194.26, on the current Tax Map of the Township of Washington.

BEING PART OF THE SAME LAND AND PREMISES conveyed to Denise C. Skow and Stephen W. Skow, h/w, from Harriet L. Cordero and Manuel A. Cordero, h/w, dated June 12, 1989, and recorded on June 15, 1989 in the Gloucester County Clerk's Office in Deed Book 1881 at Page 154 &c.

TOGETHER WITH the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

TO HAVE AND TO HOLD the above granted easement unto the County, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land, and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

In Witness Whereof, the Grantor(s) hereunto set their hands and seal on this 31 day of July, 2012. If the Grantor is a corporation, the proper corporate officer has signed herein, and has caused its proper corporate seal to be affixed.

Witness:

DENISE C. SKOW, Grantor

Witness:

STEPHEN W. SKOW, Grantor

STATE OF NEW JERSEY  
COUNTY OF GLOUCESTER

:ss

BE IT REMEMBERED, that on this 31 day of July, 2012, personally came before me, the Grantor, Denise C. Skow and Stephen W. Skow, h/w; and I am satisfied that they are the persons who signed the within instrument, they are authorized to sign the instrument, and they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed.

Notary

RONALD K. BUTCHER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 21, 2017

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ROAD EASEMENT

Dated: \_\_\_\_\_, 2012

Denise C. Skow and Stephen W. Skow,  
h/w,

to

County of Gloucester.

---

Record and Return to:  
Clerk of the Board  
Gloucester County Freeholders' Office  
2 South Broad Street  
Woodbury, NJ 08096

B2

**Appraisal of Real Property**

Partial Taking  
Single Family Residence  
Parcel RE11  
Owner: Denise & Stephen Skow  
Block 194.26, Lot 1  
2 Daytona Avenue  
Washington Township, Gloucester County, New Jersey  
E & A Associates File #: 212023

**Effective Date of Valuation**

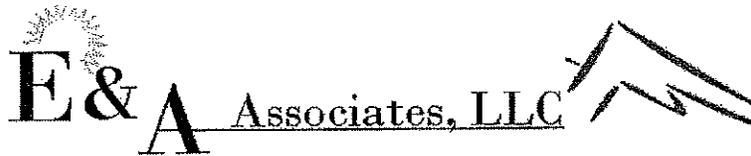
June 19, 2012

**Prepared For**

Mr. Vincent M. Voltaggio, P.E., County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Prepared By**

Albert R. Crosby, CTA  
NJ Certified General #42RG00222000



*Real Estate Appraisal & Consulting*

109 Appaloosa Way  
Sewell, NJ 08080  
Tel: (609) 922-4815 Fax: (856) 582-4711

Albert R. Crosby, CTA, NJ SCGREA\*



109 Appaloosa Way  
Sewell, New Jersey 08080

Phone: (609) 922-4815  
Fax: (856) 582-4711

[albertcrosby@comcast.net](mailto:albertcrosby@comcast.net)

NJ State Certified General Real Estate Appraiser

June 22, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer  
Gloucester County Department of Engineering  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal of Real Property**  
Single-Family Residence  
Owner: Denise & Stephen Skow  
Block 194.26, Lot 1  
2 Daytona Avenue  
Washington Township, Gloucester County, NJ  
**E & A Associates File No. 212023**

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of June 19, 2012. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is located at 2 Daytona Avenue which is situated on the southeast corner of Daytona Avenue and Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is a non-signal controlled corner location situated between two signal-controlled intersections; Egg Harbor Road and Greentree Road and Egg Harbor Road and Hurffville-Grenloch Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 194.26, Lot 1. It offers 0.31 acres of land area (13,286 SF) and is improved with a two story single-family dwelling with an attached office. The residence was constructed in 1977 and comprises 3,124 SF of gross living area with an attached office area offering approximately 415SF and a detached garage. The taking involves a right-of-way road easement that comprises a total land area of 654 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of June 19, 2012, to be:

**EIGHT THOUSAND TWO HUNDRED DOLLARS**  
**(\$8,200)**

Respectfully Submitted,  
E & A Associates, LLC



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

## Table of Contents

<b>Letter of Transmittal</b> .....	<b>Attached</b>
<b>Section 1: Summary of Salient Facts &amp; Conclusions</b> .....	<b>1</b>
Photographs of the Subject Property.....	2
Assumptions & Limiting Conditions.....	3
Hypothetical Conditions/Extraordinary Assumptions.....	4
Appraiser's Certification.....	5
<b>Section 2: General Information</b> .....	<b>6</b>
Purpose of the Appraisal.....	6
Intended Use & User of Appraisal.....	6
Property Rights Appraised.....	6
Definition of Market Value.....	6
Scope of the Appraisal.....	7
General Property Identification and Description.....	8
Effective Date of Valuation & Property Inspection.....	8
History & Ownership of the Property.....	8
Real Estate Tax Assessment.....	8
<b>Section 3: Presentation of Data Collected</b> .....	<b>9</b>
Regional Data.....	9
Neighborhood Analysis.....	12
Market Analysis.....	14
Land Use Controls (Zoning).....	15
Site Description.....	17
Improvements Description.....	19
Occupancy & Use.....	19
<b>Section 4: Highest &amp; Best Use Analysis - Before the Taking</b> .....	<b>19</b>
Highest and Best Use "As if Vacant".....	19
Highest & Best Use "As Improved".....	20
<b>Section 5: Valuation of the Subject – Before the Taking</b> .....	<b>21</b>
Valuation Process.....	21
Method(s) Applied.....	21
Sales Comparison Approach (Land Only).....	22
Summary of Value Indications - Before the Taking (Land Only).....	34
Correlation and Final Value Estimate - Before the Taking (Land Only).....	35
<b>Section 6: Nature of Taking</b> .....	<b>35</b>
Description of Taking.....	35
Copy of General Property Parcel Map.....	37
<b>Section 7: Valuation of the Subject - After the Taking</b> .....	<b>38</b>
Description of Remainder.....	38
Highest & Best Use – As if Vacant (After the Taking).....	39
Highest & Best Use – As Improved (After the Taking).....	39
Appraisal Process.....	39
Sales Comparison Approach - After the Taking (Land Only).....	39
Compensation for Site Improvements.....	41
Damages to the Remainder.....	41

Cost to Cure .....	41
Correlation and Final Value Estimate - After the Taking.....	41
<b>Section 8: Conclusion and Justification .....</b>	<b>42</b>
<b>Section 9: Addenda .....</b>	<b>44</b>
Photographs of the Subject Property.....	45
Portion of Zoning Ordinance .....	50
Copy of Proposed Deed for Easement.....	61
Copy of Certified Letter.....	65
Qualifications.....	67

**Section 1: Summary of Salient Facts & Conclusions**

**Property type:** Single Family Residence with Office

**Property address:** 2 Daytona Avenue  
Washington Township  
Gloucester County, NJ

**Assessor's Parcel Number:** Block 194.26, Lot 1

**Appraisal Report Format:** Self Contained

**Date of appraisal report:** June 22, 2012

**Date of value:** June 19, 2012

**Date of site inspection:** June 19, 2012

**Real estate interest appraised:** Fee Simple

**Intended Use of the appraisal:** To serve as a valuation guide for acquisition negotiations.

**Land area:**

<b>Before The Taking:</b>	13,286 SF	(0.31 Acres)
<b>Roadway Easement:</b>	654 SF	(0.02 Acres)
<b>After the Taking*:</b>	12,632 SF	(0.29 Acres)

**Building Improvements:** 3,124 SF Gross Living Area (GLA)

**Zoning designation:** PR-1, Planned Residential District

**Highest and Best Use:**  
As if Vacant Use in conformance with zoning.  
As Improved Continued use as improved.

**Value indications (LAND ONLY):**

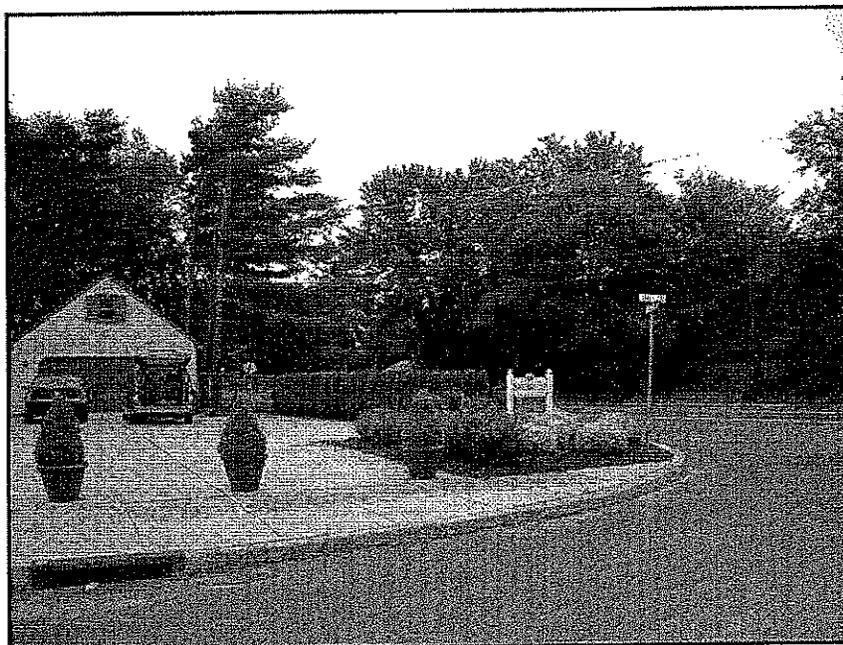
<b>Reconciliation &amp; Value Conclusion</b>			
	<b>Before</b>	<b>After</b>	<b>Value of Taking</b>
Sales Comparison Approach	\$110,000	\$101,800	
Income Capitalization Approach	N/A	N/A	
Cost Approach	N/A	N/A	
<b>Reconciled Value</b>	<b>\$110,000</b>	<b>\$101,800</b>	<b>\$8,200</b>

**Value Of The Part Taken and Damages To The Remainder: \$8,200**

**Photographs of the Subject Property**



**Easterly View of Subject's Residence (Taken by ARC on 6/19/2012)**



**Southerly View of Taking Area (Taken by ARC on 6/19/2012)**

*\*Additional photographs are exhibited within the Addenda of this Report*

### **Assumptions & Limiting Conditions**

The appraisal report is subject to the following assumptions and limiting conditions set forth as follows.

1. To the best of my knowledge, the statements of facts contained in the appraisal report, upon which the analysis, opinions and conclusions expressed are based, are true and correct. Information, estimates and opinions furnished to us and contained in the report or utilized in the formation of the value conclusion was obtained from sources considered reliable and believed to be true and correct. However, no representation, liability or warranty for the accuracy of such items is assumed by or imposed on us, and is subject to corrections, errors, omissions and withdrawal without notice.
2. Title is assumed to be good and marketable. The appraiser assumes no responsibility for legal matters affecting the property or title, nor does the appraiser render any opinion as to the title.
3. The legal description, areas, and dimensions shown within the report are assumed to be correct.
4. No survey of the property has been made by the appraiser. Exhibits such as site plans and floor plans are included to assist the reader in visualizing the property, and the appraiser assumes no responsibility.
5. It is assumed that there are no hidden or adverse conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for the engineering/remediation that may be required to remove such condition. If the client has a concern over the existence of such conditions in the property, I consider it imperative to retain the services of a qualified engineer or contractor to determine the existence and extent of such hazardous conditions. Such consultation should include the estimated cost associated with any required treatment or removal of the hazardous material.
6. The property has been appraised as though free of liens and encumbrances unless so specified within the report.
7. Management and ownership are assumed to be competent.
8. Public, industry and statistical information are from sources that I deem to be reliable. However, no representation as to the accuracy or completeness of such information is being made.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
10. It is assumed that any mechanical and electrical equipment, which is considered part of the real estate, is in proper operating condition except when noted herein. These include items such as the heating, air conditioning, plumbing, sprinkler, and electrical systems.
11. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
12. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or federal governmental or private entity have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. The appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Furthermore, this report and all conclusions are for the exclusive use of the client for the sole and specific purpose(s) stated herein.
14. I am not required to give testimony or be in attendance at any court or administrative proceeding with reference to the property appraised, unless arrangements have been previously made.
15. The value conclusion is subject to formal determination of the existence of any state or federal wetlands or other environmentally sensitive areas including all required buffer zones. I am not an expert in this

field and it is considered imperative that the services of a qualified environmental expert be retained in order to make such determinations. Any environmentally sensitive area detected on the property could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such areas are found to be present on the property.

16. No change of any item of the appraisal report shall be made by anyone other than me, and I shall have no responsibility for any such unauthorized change.
17. Information and estimates provided to me and contained in the report, including but not limited to Income & Expense Statements, Rent Rolls, capital expenditures, and repair/remediation estimates, were from sources considered reliable and are believed to be true and accurate.
18. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the American with Disabilities Act (*ADA*), which became effective on January 26, 1992. It is possible that a compliance survey of the property along with a detailed analysis of the requirements of the Act could reveal that the property is not in compliance with one or more of the Act's requirements. I consider it imperative that the services of a qualified architect and/or engineer be retained to make such a determination. If any items of non-compliance are detected, they could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such items of non-compliance are found to be present on the property.

**Hypothetical Conditions/Extraordinary Assumptions**

A Hypothetical Condition is defined as, "*that which is contrary to what exists but is supposed for the purpose of analysis*"<sup>1</sup>

An Extraordinary Assumption is defined as, "*an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.*"<sup>2</sup>

The appraised market value is based upon the following Conditions/Assumptions:

1. *It is an Extraordinary Assumption of the report that the Property Parcel Map prepared by McCormick & Taylor is an accurate reflection of the subject property, including any wetlands area and the taking area. If it is found to be otherwise, the appraiser reserves the right to modify the value conclusions herein.*

---

<sup>1</sup> *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

<sup>2</sup> *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

**Appraiser's Certification**

I certify to the best of my knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- ◆ My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- ◆ My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)*
- ◆ The use of this report is subject to the requirements of the Appraisal Institute, with which I am affiliated, relating to review by its duly authorized representatives.
- ◆ I have made a personal inspection of the appraised property, which is the subject of this report and all comparable sales used in developing the opinion of value. The date of inspection was June 19, 2012.
- ◆ I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice (USPAP)*. In addition, the report is in conformity with the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, with which I am affiliated.
- ◆ As of the date of this report, Albert Crosby has completed the *Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members*.
- ◆ No one provided significant professional assistance to the appraiser.
- ◆ The appraiser has not performed a prior appraisal of the subject property.



---

Albert R. Crosby, CTA  
NJ SCGRE #42RG00222000

June 22, 2012  
DATE OF REPORT

## Section 2: General Information

### Purpose of the Appraisal

The purpose of the appraisal was to provide a market value estimate of the **Fee simple interest** of the subject property for a partial taking.

### Intended Use & User of Appraisal

The intended use of the appraisal is to report to the client the market value to assist as a valuation guide for acquisition negotiations. The intended user is the County of Gloucester and their legal representation.

### Property Rights Appraised

The property ownership rights appraised in this appraisal are those known as "Fee Simple:"

*"Fee Simple" interest is defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*<sup>3</sup>

### Definition of Market Value

As used within this report, **Market Value** is defined as:

*The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- ◆ Buyer and Seller are typically motivated;
- ◆ Both parties are well informed or well advised, and acting in what they consider their own best interests;
- ◆ A reasonable time is allowed for exposure in the open market;
- ◆ Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- ◆ The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>4</sup>

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<sup>3</sup> The Dictionary of Real Estate Appraisal, Fourth edition, The Appraisal Institute, Chicago, Illinois (U.S., 2002), page 113

<sup>4</sup> Appraisal Institute, *The Appraisal Of Real Estate*, 12th Edition. Chicago, IL: Appraisal Institute, 2001, p. 23.

### **Scope of the Appraisal**

This is an appraisal, reported in a "Self Contained format," which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation. The Scope of the Appraisal is summarized as follows:

- ◆ An inspection of the subject property, its market area, and all comparable properties.
- ◆ Data has been collected regarding the physical characteristics of the subject property, neighborhood trends and influences, market trends and influences, typical amenities and utilities, zoning and related controls, existing state of leasing and occupancy in the subject property, and the subject's tax assessment and real estate tax obligation as compared to other similar properties within the market area.
- ◆ All of these factors have been considered in developing the subject property's highest and best use.
- ◆ The following documents were reviewed:
  - Copy of Deed
  - Tax Records and Assessment information
  - Zoning Map and Ordinance
  - Aerial Photograph
  - GIS Maps showing aerial and wetlands area as provided on the Gloucester County GIS web based program
  - General Property Parcel Map prepared by McCormick & Taylor dated July 2011
- ◆ Each of the three approaches to value has been considered in arriving at a value conclusion for the subject property.
- ◆ All comparable data has been verified through a variety of sources including recorded information at the local and county levels and through conversations with at least one of the parties involved in the transaction.
- ◆ All research and analyzed information has been utilized in order to come to a final value conclusion for the subject property.
- ◆ A **Self Contained Appraisal Report** has been prepared. The appraisal report is prepared in conformance with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

**General Property Identification and Description**

The subject property is identified on the Washington Township Tax Assessment Roll as Block 194.26, Lot 1. It is situated on the southeast corner of Daytona Avenue and Egg Harbor Road (County Route 630) and is commonly known as 2 Daytona Avenue, Washington Township, Gloucester County. The site contains 13,286 SF (0.31 acres) of land area that is mostly level and cleared with no known wetlands. It is improved with a 3,124 SF single-family dwelling with an attached home office and a detached garage.

**Effective Date of Valuation & Property Inspection**

A letter was sent via certified mail to inform the property owner that our firm had been engaged by the County to appraise the fair market value of the proposed taking, which is exhibited within the addenda. The primary inspection of the subject property was conducted on June 19, 2012, which will represent the effective date of valuation. The date of the report is June 22, 2012. The appraiser met with Stephen Skow for the onsite inspection, which was an exterior inspection only.

**History & Ownership of the Property**

Current ownership is in the name of Denise & Stephen Skow. The property was acquired on June 12, 1989 for a recorded consideration of \$245,900 and has been under common ownership since. The property is not currently listed for sale and no other arms length transactions have occurred within the last five years.

**Real Estate Tax Assessment**

<b>Block 194.26, Lot 1</b>	
<b>Land</b>	\$60,000
<b>Building</b>	\$142,700
<b>Total</b>	\$202,700
<b>Tax Rate (2011)</b>	\$5.120
<b>Equalization Ratio (2012)</b>	52.87%
<b>Estimated Taxes</b>	\$10,378.24
<b>Equalized Assessed Value</b>	\$383,393

**Section 3: Presentation of Data Collected**

**Regional Data**

The subject is located in Washington Township, within Gloucester County, New Jersey. Gloucester County is part of the nine county Delaware Valley River Port Commission region (DVRPC). The DVRPC comprises the New Jersey counties of Burlington, Camden, Gloucester & Mercer, and the Pennsylvania counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia.

The county is located in the southwesterly portion of the state with Camden and Burlington Counties to the north, Atlantic County to the east, the Delaware River to the west, and Cumberland and Salem Counties to the south. Vast areas in the southern portion remain undeveloped.

The county encompasses a total of 324.78 square miles of land area along with 12.13 square miles representing water area. The county enjoys a strong network of state and county highways along with some public transportation. These factors have contributed to the extensive growth of the county and with its strategic location, continued expansion is anticipated.

Washington Township is situated in the northeasterly portion of the county offering 21.38 square miles of land area including 0.12 square mile of water. It offers a strategic location, in proximity to State Routes 47, 168 and 42, Interstate Route 55, US Route 322, and the Atlantic City Expressway. It is bound by Deptford Township to the north, Gloucester Township to the east, Monroe Township to the south, and on the west, the Boroughs of Pitman and Glassboro, and Mantua Township.

The major rivers and lakes include Bells Lake, Kandle Lake, Bethel Lake, Lake Sterling, Kressler Lake and Big Timber Creek, which forms the boundary between Camden and Gloucester Counties. Washington Township is located in the Delaware River Basin. Surface waters eventually drain in that direction.

**Population Data**

The following population trends were occurring in the state, county, and municipality as of the valuation date:

Population Trends					
	1990	2000	2010	Forecast 2015	Change 2000-2010
State	7,719,900	8,414,350	8,822,373	8,926,303	+0.95%/Yr
County	230,082	255,698	294,832	312,981	+1.53%/Yr
Municipality	41,960	47,114	51,940	54,136	+1.02%/Yr.

Source: U.S. Census Bureau's 2010 Census

As shown, the population within each has shown annual increases during the current decade, and growth is expected to continue. The county is expected to show steady growth during the present decade and should continue to outpace the growth for the State of New Jersey.

The population within the county and municipality was distributed as follows:

Population Distribution					
	%	%	%	Median	Persons/
	19 Yrs & Under	65 Yrs & Over	Male	Age	Household
County	28.7%	10.9%	48.4%	38.3	2.73
Municipality	27.3%	11.1%	48.3%	38.6	2.96

Source: U.S. Census Bureau's 2010 Census

As shown in the table above, the municipality and county are relatively similar in population characteristics.

**Land Usage & Development Trends**

Residential development for the state, county, and municipality is shown as follows:

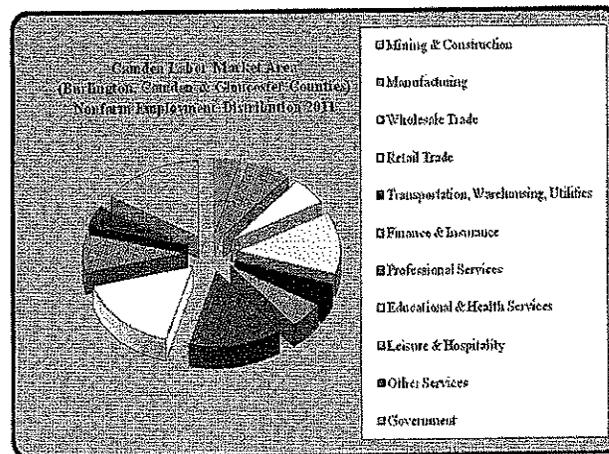
Residential Building Permits			
Year	State	County	Municipality
2000	34,585	1,337	450
2001	28,267	1,635	365
2002	30,045	1,802	343
2003	32,984	1,859	119
2004	36,033	2,050	67
2005	38,481	2,075	65
2006	34,323	1,141	4
2007	25,389	888	18
2008	18,369	788	7
2009	12,235	865	2
2010	13,535	716	10
2011	10,439	433	11
As of March 2012	3,354	106	0

Source: New Jersey Department of Labor, NJ Building Permits.

As shown in the above chart, the state's building permits have remained relatively steady throughout the prior decade; however, beginning in 2007 there has been a steady decline in both the state and county, while the township has shown very limited development since 2006 other than a brief spike in 2007. The municipality experienced tremendous growth from the late 1990's until 2002/2003, when permits took a drastic drop. There is limited available land for residential development within the township. Additionally, there has been a slowing of the market, which is impacting development.

**Employment**

The entire region's economy is largely dependent upon the Philadelphia and is part of the Philadelphia metropolitan area. The region offers many diversified employment opportunities for residents in manufacturing, services, high-tech, and other areas. Non-farm employment by major industry group within the county is distributed as follows:



As shown in the pie chart, the strongest sector remains the Government followed by Educational and Health Services and Professional Services, although the Government experienced an almost 7% decline over 2010 statistics. Finance and Insurance experienced the largest increase with an almost 25% increase.

Gloucester County has a higher concentration of employment in the wholesale/retail trade and distribution sectors, in relation to the entire state. During the past decade, the county experienced a moderate increase in light industrial and wholesale trade development. Most of this development has occurred along the Interstate 295 corridor.

Major development completed or proposed within the county and surrounding area includes the following:

- ✧ A 200,000 SF **Wal-Mart Supercenter**, 16,000 SF of retail space, and 4,400 SF bank along the Black Horse Pike in Monroe Township is presently under construction.
- ✧ **Chik Fil A restaurant** in Washington Township recently opened on the Black Horse Pike just south of Greentree Road.
- ✧ **Aldi Food Market** recently opened on the Black Horse Pike in Washington Township at the former Lone Star Restaurant site.
- ✧ **In September 2011, the Hospital of the University of Pennsylvania** opened an outpatient center in Woodbury Heights (Gloucester County). The center will be called Penn Medicine at Woodbury Heights and will host physicians practicing in a variety of specialties including primary care, **cardiology, obstetrics and gynecology**. It will also include a sleep medicine laboratory and a physical therapy center. The facility is expected to employ about 100.
- ✧ **Kennedy Health System** built a 60-bed sub-acute wing at its nursing home in Washington Township (Gloucester County). The addition provides rehabilitation services for patients who need short-term care after surgery.
- ✧ In September 2009, groundbreaking for a new seaport on a 190-acre site along the Delaware River in Paulsboro (Gloucester County) was held. The **Paulsboro Marine**

**Terminal** will be owned and operated by the **South Jersey Port Corporation**, a state agency. When operational, the marine terminal is expected to result in up to 2,000 new jobs.

#### **Utilities Data**

Most public utilities are available to the more densely populated portions of the county. Public water and sewer are typically municipally owned but are now becoming increasingly reliable on the water services of the New Jersey American Water Company due to the depletion of underground aquifers. South Jersey Gas Company and PSE&G provide public gas service. Electricity is provided by PSE&G, JCP&L and Conectiv, and telephone service is provided by Verizon.

#### **Neighborhood Analysis**

The subject is located in the northerly portion of Washington Township offering frontage along County Route 630 (Egg Harbor Road) and Daytona Avenue, a local roadway. It is known as 2 Daytona Avenue and is located at the non-signal controlled intersection of Daytona Avenue and Egg Harbor Road just north of the signal controlled intersection of Egg Harbor Road and Greentree Road and south of the intersection of Egg Harbor Road and Hurffville-Grenloch Road.

The immediate area offers a mix of uses including residential and commercial. Commercial uses are scattered throughout the township on the major roadways as well as the county routes throughout. Most of the major commercial uses are located along State Route 168 and along State Route 47 in nearby Glassboro. At the intersection of Egg Harbor Road and Greentree Road there are a variety of commercial uses including two community shopping centers, multiple strip centers, three free standing banks, Wawa convenience store, and a professional office building. Specific uses include a Shop Rite, Acme, PNC Bank, Bank of America, GCF Bank, Starbucks, Liscio's Bakery, Coldstone Creamery, Brusters Creamery, hair salon, pizza restaurants, Wedgewood Country Club, and other retailers.

Egg Harbor Road (C.R. 630) is a heavily traveled county roadway that offers two lanes of bi-directional traffic flow that increases to four lanes north of the subject. It provides access to State Routes 47 and 55 as well as other local and county roadways. Curbing and sidewalks are located along the frontage as well as street lighting.

Daytona Avenue is a local roadway that services the subject's neighborhood. It offers two lanes of bi-directional traffic flow extending from Egg Harbor Road (County Route 630) into the development. It provides access to other local roadways and courts within the development as well as the aforementioned county route. It offers curbing and sidewalks along the subject's frontage as well as street lighting.

In summary, the subject offers an average location within the a development with frontage along a county route and a local roadway in an area that is predominantly residential with good supporting commercial uses nearby and also along the major routes through the township and surrounding municipalities. It offers adequate access to county and local roadways as well as State Routes 42, 47 and 55.

