

MINUTES

7:30 p.m. Wednesday, September 5, 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 - changed to reflect a public hearing date of Sept 5th, 2012

Approval of the regular minutes from August 8, 2012 and August 22, 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 in Recognition of John Nothdurft, Sr. for 60 years of Service with the Woolwich Fire Company (Previously Presented)

P-2 Proclamation in Recognition of Chuck Byers for his Distinguished Military Career and his Service to all Veterans (Previously Presented)

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

OPEN

	Motion	Second	Yes	No	Abstain
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

PUBLIC HEARING ON THE POSSIBLE ACQUISITION OF BLOCK 2105, LOTS 24 AND 24.01 IN THE BOROUGH OF CLAYTON, AND BLOCK 12801, LOT 9, IN THE TOWNSHIP OF MONROE (ESTATE OF MARY TAYLOR), AND BLOCK 2105, LOT 24.02, IN THE BOROUGH OF CLAYTON (LEROY C. WILLIAMS, JR.), WITH OPEN SPACE PRESERVATION TRUST FUNDS. These two contiguous parcels (which are approximately 38-acres and 1-acre in size, respectively) are being proposed for the Open Space Preservation Program. The properties, which total approximately 39-acres in size, are immediately adjacent to the County-owned Scotland Run Park and would bring the total amount of contiguously preserved land associated with the park to approximately 1,011-acres. It is expected that once preserved the properties would remain in their natural state, and be utilized for passive recreational uses. The landowners have agreed to the County's offers of \$580,000.00 for the Taylor property and \$140,000.00 for the Williams property, which were based on the reports of two State-approved appraisers, and certified by the New Jersey Green Acres Program. Once preserved the County will seek a 50% reimbursement from Green Acres for the total acquisition costs. As per Green Acres regulations a public hearing must be conducted on the possible acquisition of the properties. Pending Freeholder approval, the required professional work (survey, title, and environmental testing) will commence after the Agreements of Sale are executed by both parties. Once all professional work is addressed settlement on the properties can be scheduled, which we will ensure occurs as expeditiously as possible.

MOTION

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

Comments: N/A

ADOPT

	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 TWO (2) WORKER'S COMPENSATION MATTERS: (1) RICHARD FOX v. GLOUCESTER COUNTY, C.P. #2008-20466; (2) THOMAS WHITAKER v. GLOUCESTER COUNTY, C.P. #2009-26840.

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

1. Barnsboro-Blackwood Road Bridge Reconstruction - \$600,000.00
2. 2012 Clean Communities Grant - \$105,944.00
3. Women, Infants and Children (WIC) - \$50,000.00
4. County Right to Know Program - \$10,798.00
5. White Bridge 2-H-1 (CR643) Repairs - \$400,000.00

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

Comments: N/A

A-3 RESOLUTION AUTHORIZING AN AGREEMENT WITH TVS, INC. T/A TRI STATE FOOD AND BEVERAGE SERVICE FOR VENDING MACHINE SERVICES IN VARIOUS COUNTY BUILDINGS FROM OCTOBER 11, 2012 TO OCTOBER 10, 2013, AS PER BID PD-12-026.

	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 RECOGNIZING NOVEMBER 24, 2012 AS "SHOP LOCAL SATURDAY" TO SUPPORT AND PROMOTE GLOUCESTER COUNTY SMALL BUSINESSES.

	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 AN AMENDMENT TO THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$58,076.00 FROM 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-3 RESOLUTION AUTHORIZING APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME AND WASHINGTON TOWNSHIP ENTITLEMENT GRANT FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN THE TOTAL AMOUNT OF \$1,690,733.00.

	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-4 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GLOUCESTER COUNTY BOYS AND GIRLS CLUB TO PROVIDE EDUCATIONAL SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$30,000.00.

	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 AUTHORIZING AN AGREEMENT WITH THE NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION TO PROVIDE PROFESSIONAL EDUCATIONAL SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$10,000.00.

	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 AN AGREEMENT WITH THE GLASSBORO PUBLIC SCHOOLS "GENESIS" PROGRAM TO PROVIDE PROFESSIONAL EDUCATIONAL SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

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

Comments: N/A

B-7 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR FAMILY SERVICES TO PROVIDE PROFESSIONAL YOUTH AND CHILDCARE SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$20,000.00.

	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-8 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE FOOD BANK OF SOUTH JERSEY TO PROVIDE NUTRITIONAL PROGRAMS FOR CHILDREN FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$40,000.00.

	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-9 RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORMS NECESSARY TO OBTAIN FUNDING IN THE AMOUNT OF \$50,000.00 TO FACILITATE THE CONSTRUCTION OF AN ELEVATOR AT THE NEW MUNICIPAL BUILDING IN WESTVILLE AND \$25,000.00 TO RECONSTRUCT THE MT. ZION AME CHURCH IN WOOLWICH.

	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-10 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH MALIA AUTO BODY COLLISION EXPERTS FOR VEHICLE COLLISION REPAIR SERVICES FOR A TWO (2) YEAR PERIOD FROM SEPTEMBER 5, 2012 TO SEPTEMBER 4, 2014 IN THE AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR.

	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-11 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES FOR A TWO (2) PERIOD FROM SEPTEMBER 5, 2012 TO SEPTEMBER 4, 2014 IN THE AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR.

	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-12 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF PAULSBORO REGARDING THE USE OF ONE (1) COUNTY STREET SWEEPER BY THE SAID BOROUGH AS PART OF ITS COMPLIANCE WITH A STORMWATER MANAGEMENT PLAN.

	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 TO EXECUTE ANY DOCUMENTS NECESSARY TO APPLY FOR THE MEDICAL RESERVE CORPS (MRC) CAPACITY BUILDING AWARD GRANT IN THE AMOUNT OF \$5,000.00 FROM JANUARY 1, 2013 TO JULY 31, 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-2 RESOLUTION AUTHORIZING APPLICATION FOR THE RIGHT TO KNOW GRANT THROUGH THE NEW JERSEY DEPARTMENT OF HEALTH, SENIOR AND DISABILITY SERVICES IN THE MAXIMUM ELIGIBLE AMOUNT OF \$10,798.00 FROM JULY 1, 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

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

D-1 RESOLUTION AUTHORIZING A CONTRACT WITH DM MEDICAL BILLING TO PROVIDE THIRD-PARTY EMS BILLING SERVICES, IN AN AMOUNT NOT TO EXCEED \$250,000.00, FROM SEPTEMBER 18, 2012 TO SEPTEMBER 17, 2013.

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

Comments: Freeholder Wallace had a question regarding increased compensation. Freeholder Chila said we have not given up on past collections. Director Damminger said this is a competitive bid. Freeholder Barnes said this is an incomplete report.

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

E-1 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FOR THE PROVISION OF A TRANSPORTATION BUS.

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

Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS TO OBTAIN AND EXPEND FUNDING FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY, FOR FISCAL YEAR 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 EXECUTION OF THE GLOUCESTER COUNTY TITLE IV-D REIMBURSEMENT AGREEMENT (RENEWAL) WITH THE NEW JERSEY DIVISION OF FAMILY DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$634,906.63 FOR THE TERM OF OCTOBER 1, 2012 TO SEPTEMBER 30, 2013.

	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 AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE GCIA TO CARRY OUT N.J. CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING 2012 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$105,944.00 TO THE GCIA FOR SAID ACTIVITIES.

	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 AUTHORIZING TERMINATION OF DRAINAGE EASEMENTS PREVIOUSLY TRANSFERRED AND CONVEYED TO THE COUNTY BY SANTO JOSEPH MACCHERONE IN, OVER AND ACROSS HIS PROPERTY IN THE TOWNSHIP OF SOUTH HARRISON KNOWN AS BLOCK 1, LOT 3, AND BLOCK 5, LOT 4.

	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 TERMINATION OF DRAINAGE AND SIGHT TRIANGLE EASEMENTS PREVIOUSLY TRANSFERRED AND CONVEYED TO THE COUNTY BY BEZR HOMES, LLC IN, OVER AND ACROSS ITS PROPERTY IN THE TOWNSHIP OF EAST GREENWICH KNOWN AS BLOCK 1102, LOTS 2, 2.01, AND 3.

	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-4 RESOLUTION AUTHORIZING THE ACQUISITION, AND THE SIGNING OF AN AGREEMENT OF SALE AND ALL OTHER NECESSARY DOCUMENTS FOR THE PURCHASE, OF BLOCK 2105, LOTS 24 AND 24.01 IN THE BOROUGH OF CLAYTON, AND BLOCK 12801, LOT 9, IN THE TOWNSHIP OF MONROE, OWNED BY THE ESTATE OF MARY TAYLOR, AS OPEN SPACE, FOR \$580,000.00 UTILIZING 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: Freeholder Wallace questioned if there are two homes on the lots. Ken Atkinson, Director of Land Preservation, said yes there is one livable and one dilapidated that is to be demolished.

G-5 RESOLUTION AUTHORIZING THE ACQUISITION, AND THE SIGNING OF AN AGREEMENT OF SALE AND ALL OTHER NECESSARY DOCUMENTS FOR THE PURCHASE, OF BLOCK 2105, LOT 24.02 IN THE BOROUGH OF CLAYTON OWNED BY LEROY C. WILLIAMS, JR., AS OPEN SPACE, FOR \$140,000.00 UTILIZING 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

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: Lee Lucas of Gibbstown had a question regarding school breakfast/lunch program.

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 8:09 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

AI

**RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS
FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY
FROM JULY 1, 2012 TO JUNE 30, 2013**

WHEREAS, Rowan University has invited the County of Gloucester to participate in the Federal Off-Campus Work Study Program which it sponsors; and

WHEREAS, pursuant to the program, Rowan's students are made available to the County of Gloucester to work in County operations; and

WHEREAS, the students will engage in meaningful and educational work which will introduce them to career opportunities; and

WHEREAS, the County does not have a financial obligation to pay any portion of student wages to Rowan University due to the federal waiver awarded beginning July 1, 2007, as long as a student does not exceed their Federal Work Study Award and work hours which exceed 20 hours per week during the normal academic period, as per the guidelines set forth by Rowan University; and

WHEREAS, the program should prove beneficial to the County and to the students involved; and

WHEREAS, this contract does not obligate the County of Gloucester to make any payments 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 Director of the Board and the Clerk of the Board are hereby authorized to execute the Federal Off-Campus Work Study Agreement attached hereto with Rowan University for the period commencing July 1, 2012 and concluding June 30, 2013; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



AI

2012-2013

Dear Administrator:

The Career Management Center (CMC) will once again be a participating sponsor of the Federal Off-Campus Work-Study Student (FWS) Employment Program by Rowan University and the Federal Government. Students at the university who receive federal funds as part of their financial aid package may work at approved non-profit, government or school locations off campus. For an off campus agency or organization to qualify for participation in this program, the organization must be engaged in work that is considered community service. While employed by the participating employer, the student must be provided with supervision and mentoring. The scope of the work must also be career exploratory in nature and meaningful.

As always if an employer allows the student to exceed their Federal Work Study Award, the FWS employer is responsible for that student's wage, NOT the university. The hourly rate for students will range from \$8.00 - \$11.00 per hour. **The CMC** will determine the hourly salary of the student dependant on their type of work and responsibility. For more technical work, the hourly guidelines are somewhat more flexible to accommodate higher levels of skill and market demands. The number of hours a student can work will vary depending on their financial aid award. A student cannot work more than 20 hours a week during the normal academic year. Please use the Student Worker Timesheet with your student employees.

If you have questions or wish to participate in this program, please contact me at (856) 256-4227 or via email sullivanl@rowan.edu. I look forward to working with your organization!

Sincerely,

Lizziel Sullivan Williams, Director
Career Management Center

Enclosure



**Guidelines for Employers
Participating in
The Community Federal Work-Study Program
2012-2013**

In order for your organization to contract with Rowan University to participate in the Off-Campus Federal Work-Study Program specific guidelines must be followed. The employment opportunities within your organization are closely related in conjunction with the primary purpose of this program. The program's focus is to provide a college student career exploratory work experience, mentoring, credential building while servicing the community. There are primary issues essential in keeping with the intent of the program which are non-negotiable. They are:

1. The opportunities that Rowan University students will be engaging in will be meaningful.
2. The FWS employer is to provide a safe work environment. A student should never be left alone in the facility unsupervised (for safety purposes).
3. The tasks the students will be assigned are in accord with the initial application.
4. The opportunities or assigned duties will be career explorative in nature.
5. That there be open dialogue regarding assigned tasks between supervisor and student.
6. That the student will gain experience and skills in their discipline or course of study.
7. That the designated contact person in the organization serves as their supervisor and mentor.
8. That the contact person be accessible while student is at the organization's facility.
9. The ability for the contact person to be available for biweekly time-sheet verification.
10. That the employer maintains the student's timesheet. An employer is never to sign a blank time sheet.
11. That the organization and supervisor maintain records in order for the student NOT to exceed his/her award.

12. If the student should exceed their financial aid award the organization is responsible to make prompt payment to the student.
13. During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week. When classes are not in session (during vacation breaks and summer), students may work thirty-five (35) hours or more per week, and are entitled to overtime pay for any hours worked in excess of forty (40) per week.
14. That the organization contacts the Career Management Center (CMC) as issues surrounding the employment or student arises, e.g. for instance, if the student should be put on probation or terminated.
15. That the CMC will be notified of termination of students' services, or participation in program. Call Lizziel Sullivan Williams, Assistant Director at 856-256-4227 and e-mail sullivanl@rowan.edu.

A2

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF SEPTEMBER 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 September 17, 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 September 17, 2012.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending September 17, 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 September 17, 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, September 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

RESOLUTION AUTHORIZING THE APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMENDED AMOUNT OF \$50,000.00

WHEREAS, the Rural Housing Service, an agency of the U.S. Department of Agriculture (USDA) has published a Notice of Funds Availability for the Section 533 Housing Preservation Grant Program for FY 2012; and

WHEREAS, by Resolution adopted on June 20, 2012, the County of Gloucester authorized the adoption of the Resolution for the Pre-Application for the above purposes as well as the execution of any and all documents in connection with the filing of a grant application with the U.S. Department of Agriculture requesting grant funds for the Housing Preservation Grant in the amount of \$50,000.00; and

WHEREAS, the USDA has set forth the grant amount as \$50,000.00 and a formal application and Request for Obligation of Funds (USDA Form RD 1940-1) must be submitted to reflect the grant amount of \$50,000.00; and

WHEREAS, the Gloucester County Department of Economic Development reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Department of Economic Development must submit the formal grant application And executed USDA form RD-1940-1 to the U.S. Department of Agriculture for review, and should said agency approve the application, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the USDA for the administration of grant program.

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

1. The Director of the Board is hereby authorized to execute any and all documents including USDA Form RD-1940-1 Request for Obligation of Funds from USDA in connection with the filing and acceptance of the grant application with the U.S. Department of Agriculture requesting grant funds for the Housing Preservation Grant Program in the amount of \$50,000.00; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

REQUEST FOR OBLIGATION OF FUNDS

B1

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 35-006-216000660		LOAN NUMBER	FISCAL YEAR 2012
2. BORROWER NAME Gloucester County		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
Department of Economic Development		4. STATE NAME New Jersey	
		5. COUNTY NAME Gloucester	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AMER 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT
9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO
13. CREDIT REPORT 1 - YES 2 - NO	14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 19 (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$50,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20____ (Signature of Applicant)

Date _____, 20____ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: HOWARD HENDERSON

Date Approved: _____ Title: State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission		*2. Type of Application	*If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision	
*3. Date Received: September 20, 2012		4. Application Identifier:	
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:	
State Use Only:			
6. Date Received by State: September 20, 2012		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name: County of Gloucester, New Jersey			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 21-6000660		*c. Organizational DUNS: 957362247	
d. Address:			
*Street1: County Complex Street 2: 115 Budd Boulevard *City: West Deptford County: Gloucester County *State: New Jersey Province: Country: USA *Zip/ Postal Code: 08096			
e. Organizational Unit:			
Department Name: Department of Economic Development		Division Name: Division of Housing and Community Development	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Ms. Middle Name:		First Name: Christina	
*Last Name: Moran Suffix:			
Title: Division Head, Housing and Community Development			
Organizational Affiliation: Gloucester County, Department of Economic Development			
*Telephone Number: 856-384-6867		Fax Number: 856-384-0207	
*Email: cmoran@co.gloucester.nj.us			

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

United States Department of Agriculture

11. Catalog of Federal Domestic Assistance Number:

10.433

CFDA Title:

Section 533 Housing Preservation Grant

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The proposed Gloucester County, New Jersey, USDA HPG assistance will be provided in the Borough of Clayton (Pop. 8,179), Elk Township (Pop. 4,216), Franklin Twp. (Pop. 16,820), Harrison Township (Pop. 12,417), Monroe Twp. (Pop. 36,129), the Borough of Paulsboro (Pop. 6,097), the Borough of Swedesboro (Pop. 2,584), Woolwich Township (Pop. 10,200)

*15. Descriptive Title of Applicant's Project:

Gloucester County Homeowner Rehabilitation Program

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of: Gloucester Co. / Robert Andrews, CD NJ-01 & Frank LoBiondo, CD NJ-02

*a. Applicant NJ-01 & NJ-02

*b. Program/Project: NJ-01 & NJ-02

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Owner Occupied Housing Rehabilitation

*a. Start Date: October 1, 2012

*b. End Date: December 31, 2013

18. Estimated Funding (\$):

*a. Federal	\$50,000.00
*b. Applicant	\$307,489.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	\$45,000.00
*g. TOTAL	\$402,489.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Robert

Middle Name: M.

*Last Name: Dammingier

Suffix:

*Title: Freeholder Director

*Telephone Number: 856-853-3390

Fax Number: 856-853-3495

*Email: rdammingier@co.gloucester.nj.us

Date Signed: September 19, 2012

*Signature of Authorized Representative:

REQUEST FOR ENVIRONMENTAL INFORMATION

Name of Project
HOUSING PRESERVATION
Location **Multiple**

Item 1a. Has a Federal, State, or Local Environmental Impact Statement or Analysis been prepared for this project?
 Yes No Copy attached as EXHIBIT I-A. **Municipalities**
1b. If "No," provide the information requested in Instructions as EXHIBIT I. **In Gloucester Co.**

Item 2. The State Historic Preservation Officer (SHPO) has been provided a detailed project description and has been requested to submit comments to the appropriate Rural Development Office. Yes No Date description submitted to SHPO **See attached**

Item 3. Are any of the following land uses or environmental resources either to be affected by the proposal or located within or adjacent to the project site(s)? (Check appropriate box for every item of the following checklist).

	Yes	No	Unknown		Yes	No	Unknown
1. Industrial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	19. Dunes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20. Estuary	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Agricultural	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22. Floodplain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Grazing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	23. Wilderness	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Mining, Quarrying	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(designated or proposed under the Wilderness Act)</i>			
7. Forests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24. Wild or Scenic River	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Recreational	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(proposed or designated under the Wild and Scenic Rivers Act)</i>			
9. Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25. Historical, Archeological Sites	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Parks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(Listed on the National Register of Historic Places or which may be eligible for listing)</i>			
11. Hospital	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	26. Critical Habitats	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(endangered /threatened species)</i>			
13. Open spaces	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	27. Wildlife	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Aquifer Recharge Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	28. Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Steep Slopes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	29. Solid Waste Management	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Wildlife Refuge	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30. Energy Supplies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Shoreline	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	31. Natural Landmark	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Beaches	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>(Listed on National Registry of Natural Landmarks)</i>			
				32. Coastal Barrier Resources System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Item 4. Are any facilities under your ownership, lease, or supervision to be utilized in the accomplishment of this project, either listed or under consideration for listing on the Environmental Protection Agency's List of Violating Facilities? Yes No

_____, 2012
(Date)

Signed: _____
Robert M. Damminger (Applicant)

Freeholder Director
(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0094. The time required to complete this information collection is estimated to average 6 to 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 09-19-2012 between
THE COUNTY OF GLOUCESTER, NEW JERSEY

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor 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 race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

(CORPORATE SEAL)

Attest:

Secretary

Recipient

Robert M. Damming
Freeholder Director
THE COUNTY OF GLOUCESTER, NEW JERSEY

Name of Corporate Recipient

By _____
President

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The County of Gloucester

(name of recipient)

County Building, 115 Budd Boulevard, West Deptford, NJ 08096

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, County of Gloucester *(name of recipient)* on this

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

9/19/12

Recipient

Date

Attest: _____

Freeholder Director

Title

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

BD

RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: VILLAGES AT WHISKY MILL, BLOCK 401, 402, LOTS 24, 1, EAST GREENWICH TOWNSHIP, GLOUCESTER COUNTY, GLOUCESTER COUNTY UTILITIES AUTHORITY WASTEWATER MANAGEMENT PLAN (WMP), PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN (WQMP)

WHEREAS, the Gloucester County Board of Chosen Freeholders desires to provide for the orderly development of wastewater facilities within the County of Gloucester (hereinafter the "County"); and

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter "NJDEP") requires that proposed wastewater treatment and conveyance facilities, and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on August 6, 2012 for Villages at Whisky Mill has been prepared by Consulting Engineer Services on behalf of Southshore Properties, LLC.

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

1. The County hereby consents to the amendment entitled "Villages at Whisky Mill", and publicly noticed on August 6, 2012, prepared by Consulting Engineer Services, for the purpose of its incorporation into the applicable WQM plan.
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15 – 3.4.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, September 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Coastal & Land Use Planning

P.O. Box 420, Mail Code 401-07C

401 East State Street

Trenton, New Jersey 08625-0420

Telephone: (609) 984-6888

Fax: (609) 292-0687

<http://www.nj.gov/dcp/ium/lup.htm>

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

Ba

Jay Sims, PE, PP, CME, Project Manager
Consulting Engineer Services
150 Delsea Drive, Suite 1
Sewell, New Jersey 08080

July 16, 2012

Re: Villages at Whisky Mill
Block: 401, 402, Lot(s): 24, 1
East Greenwich Township, Gloucester County
Gloucester County Utilities Authority Wastewater Management Plan (WMP)
Proposed Amendment to the Tri-County Water Quality Management Plan (WQMP)
Program Interest No.: 435433
Activity No.: AMD120001

Dear Mr. Sims:

Enclosed please find a copy of the public notice for the above referenced amendment to the Tri-County Water Quality Management Plan. In accordance with the Statewide Water Quality Management Planning rules (N.J.A.C. 7:15-3.4), public notice is required to be posted in the New Jersey Register and one local newspaper which is the *Gloucester County Times* for this planning area. It is the responsibility of the applicant to publish the notice in the newspaper. In order to facilitate this, we have attached the appropriate notice for publication. We anticipate that the notice will be published in the New Jersey Register on August 6, 2012. Please arrange to have your notice published on that date. If we are unable to publish on that date, we will contact you.

It is required that an affidavit, which includes a copy of the published notice, be sent to this office, confirming that the public notice has been printed in the newspaper. This amendment cannot be approved until proof of publication is received.

In accordance with N.J.A.C. 7:15-3.4, the governing bodies of the following parties shall be asked to issue written statements of consent for the proposed amendment: East Greenwich Township, Gloucester County Utilities Authority, and the Gloucester County Board of Chosen Freeholders. Please note that a statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body. Tentative, preliminary, or conditional statements shall not be considered to be statements of consent.

Within 15 days of receiving this letter you must send by certified mail (return receipt requested) a copy of the proposed amendment (which should include public notice, supporting documentation and/or wastewater management plan) to the parties identified above, with a request that they issue a written statement of consent for the proposed amendment within 60 days (see enclosed samples: *Request for Consent* letter and *Statement of Consent*).

The applicant shall promptly forward to the Division of Coastal and Land Use Planning's Office of Land Use Planning, a copy of all written statements of consent and other written comments received; and copies of all requests for consent (with return receipts) sent to parties that did not provide written statements of consent or other written comments within 60 days of their receipt of such requests.

If a party does not respond to a statement of consent request within 60 days, or refuses to issue a written statement of consent for the proposed amendment, the Department will take into consideration the reasons for such action or inaction, if known.

Please place the program interest number and the activity number found above at the top of all written correspondence submitted to the Department. If you have any questions, please contact me at (609) 984-6888.

Sincerely,



Kathy Giordano
Office of Land Use Planning
Division of Coastal & Land Use Planning

Enclosures: Preliminary Notice
Sample letter: *Request for Consent*
Sample: *Statement of Consent*

C: Frederick Grant, Mayor East Greenwich Township w/ Preliminary Notice
Gerald White, Gloucester County Administrator, w/ Preliminary notice
Rick Westergaard, Gloucester County Planning Director, via e-mail w/o Enclosures
Ted Bamfort, GCUA Assistant Director, w/Preliminary Notice
Kathleen Stuart, 3rd Legislative District, via e-mail w/o Enclosures
Alex Churchill, Churchill Consulting Engineers, via e-mail w/o Enclosures
James Pontoriero, NJDEP, DWQ, BFCP, via e-mail w/Preliminary Notice
James Mac Donald, NJDEP, BWAWP, via e-mail w/Preliminary Notice
Gene Fowler, NJDEP, DLUP, via e-mail w/Preliminary Notice
Bill Purdie, NJDEP, OLUP
Office of Land Use Planning - File

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE PLANNING

PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY
MANAGEMENT PLAN

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management Plan (WQMP). This amendment proposal was submitted on behalf of Southshore Properties, LLC and requests expansion of the Gloucester County Utilities Authority (GCUA) sewer service area in order to serve the proposed Villages at Whisky Mill. This mixed use development is planned for Block 401, Lot 24 and Block 402, Lot 1, East Greenwich Township, Gloucester County. The property is located on the south side of Berkley Road and will include eighty-four three-bedroom townhomes; twenty-eight two-bedroom townhomes; 30,500 square feet of office/retail space; and a 150-seat restaurant, located on approximately 51 acres. The proposed development would generate a total projected wastewater flow of 39,800 gallons per day (gpd), calculated in accordance with N.J.A.C. 7:9A, which would be conveyed via new wastewater gravity sewers, pumping station and force main to the existing Mantua Creek interceptor system owned and operated by the GCUA. Treatment is proposed to occur at the GCUA treatment facility, located in West Deptford, Gloucester County. Currently, the GCUA facility (#NJ0024686) has a permitted capacity of 38.6 million gallons per day (mgd) and discharges to the Delaware River, a designated Category 2 (C2), Fresh Water 2, Non-Trout, Saline Estuarine (FW2-NT\SE2) waterway, as classified under the Surface Water Quality Standards, N.J.A.C. 7:9B. The GCUA provides treatment for the northern portion of Gloucester County known as the Consolidated District. Along with a portion of East Greenwich, the Consolidated District includes Clayton Borough, Deptford Township, Glassboro Borough, Mantua Township, National Park Borough, Paulsboro Borough, Pitman Borough, Washington Township, Wenonah Borough, West Deptford Township, Westville Borough, Woodbury City, Woodbury Heights Borough, and portions of Elk Township and Monroe Township.

This proposed amendment has been reviewed in accordance with the Water Quality Management Planning Rules that set the environmental review standards to be applied to an amendment at N.J.A.C. 7:15-5.18, N.J.A.C. 7:15-5.24 and N.J.A.C. 7:15-5.25.

As part of the wastewater management planning for the Consolidated District of Gloucester County, an environmental constraints/build out analysis was completed and included in the WQMP Amendment, adopted December 10, 2008 (see 41 N.J.R. 671(a), January 20, 2009). This analysis determined future wastewater treatment needs for each of the sewer service areas within the Consolidated District. Existing wastewater flow for East Greenwich per the adopted WMP is 374,258 gpd. East Greenwich has a contractual agreement with the GCUA to treat 730,000 gpd of wastewater. This proposed amendment to include the Villages at Whiskey Mill development would increase the build out flow by 39,800 gpd, which is within GCUA's allocated capacity to East Greenwich. No expansion or upgrade of the GCUA facility would be required in order to treat this additional flow. However, based on the build-out analysis, future wastewater needs of the Township are projected to be 1,386,014 gpd. In order to meet these needs, the Township would need to negotiate a new agreement with the GCUA. The project has received local final approvals and GCUA endorsement.

In order to satisfy the Riparian Corridor Analysis, the Township of East Greenwich adopted Ordinance No. 13-2000 to ensure the protection of the riparian corridors along all perennial and intermittent streams. As required, the adopted ordinance established and protects Water Resource/Buffer Conservation Zones ("stream corridor buffer") adjacent to municipally designated surface waters (excluding man-made) and regulates development within those zones. The stream corridor buffers vary in width depending on the water body's classification in the Surface Water Quality Standards at N.J.A.C. 7:9B-1.15.

To satisfy with the Nonpoint Source Pollutant Loading/Hydromodification Analysis, East Greenwich Township has adopted Stormwater Management Ordinances No. 7-2006 and 01-2008, which comply with the performance standards of the Stormwater Management

Rules at N.J.A.C. 7:8. Also, per the adopted GCUA WMP, the Gloucester County Improvement Authority prepared watershed-based municipal stormwater management plans for the entire county.

The Endangered or Threatened Species Habitat Analysis was performed utilizing the Department's Division of Fish and Wildlife, Endangered and Non-Game Species Program "Landscape Project." The Landscape Project identifies areas of critical habitat that support or potentially support Federal and State endangered or threatened species and other species of concern. Endangered and Threatened Species Habitats reviewed under this analysis are Rank 5 (Federal endangered and/or threatened species); Rank 4 (State endangered species); and Rank 3 (State threatened species). The analysis identified approximately 5.5 acres of Bald Eagle Foraging within the property that is part of a larger delineated area. However, based on site-specific information reviewed by Department personnel, it has been determined that this area is no longer suitable habitat for bald eagle.

The proposed development's water supply would be provided by the East Greenwich Township Water & Sewer Department, which withdraws and treats water from the Potomac Raritan Magothy Aquifer. The Township's water allocation limits and withdrawal rates were approved by the Department's Bureau of Water Allocation. The current water allocation permit (WAP090001) will not require modification to serve the proposed development.

Approval of this amendment does not eliminate the need for any permits, approvals or certifications required by any Federal, State, County or municipal review agency with jurisdiction over this project/activity

This notice is being given to inform the public that a plan amendment has been proposed for the Tri-County WQM Plan. All information related to the WQM Plan and the proposed amendment is located at the Department, Division of Coastal and Land Use Planning, Office of Land Use Planning, P.O. Box 420, Mail Code 401-07C, 401 East

State Street, Trenton, N.J. 08625-0420. The Department's file is available for inspection between 8:30 a.m. and 4:00 p.m., Monday through Friday. An appointment to inspect the documents may be arranged by calling the Office of Land Use Planning at (609) 984-6888.

Interested persons may submit written comments on the proposed amendment to WQM Program Docket, at the Department address cited above with a copy sent to Jay Sims, Project Manager, Consulting Engineer Services, 150 Delsea Drive, Suite 1, Sewell, NJ 08080. All comments must be submitted within 30 days of the date of this public notice. All comments submitted prior to the close of the comment period shall be considered by the Department in reviewing the amendment request.

Interested persons may request in writing that the Department hold a non-adversarial public hearing on the amendment or extend the public comment period in this notice up to 30 additional days. These requests must state the nature of the issues to be raised at the proposed hearing or state the reasons why the proposed extension is necessary. These requests must be submitted within 30 days of the date of this notice to WQM Program Docket at the Department address cited above. If a public hearing for the amendment is held, the public comment period in this notice shall be extended to close 15 days after the public hearing.

SIGNED

Elizabeth Semple, Acting Director
Division of Land Use Planning
Department of Environmental Protection

07/05/2012

Date

ATTACHMENT
STATEMENT OF CONSENT

A RESOLUTION CONSENTING TO THE PROPOSED WATER
QUALITY MANAGEMENT (WQM) PLAN AMENDMENT
ENTITLED: _____

WHEREAS, the _____ desires to provide for the orderly development of wastewater facilities (substitute other wording if appropriate) within _____; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on _____ for (insert name of amendment) has been prepared by _____;

NOW, THEREFORE, BE IT RESOLVED on this _____ day of _____, 20____, by the governing body of the _____ that:

1. The _____ hereby consents to the amendment entitled _____, and publicly noticed on _____, prepared by _____, for the purpose of its incorporation into the applicable WQM plan(s).
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

I do hereby certify that the foregoing is a true copy of a Resolution passed by _____ at a meeting duly held on _____.

B3

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR CO., INC., FOR THE REPAIR AND REPLACEMENT OF EXISTING AND INSTALLATION OF NEW OVERHEAD DOORS IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR A ONE YEAR TERM WITH THE COUNTY RESERVING EXTENSION OPTIONS

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the repair and replacement of existing and installation of new overhead doors for the County of Gloucester per specifications in PD-012-030; and

WHEREAS, after following proper public bidding procedure, it was determined that South Jersey Overhead Door Co., Inc., with offices at 1360 North Delsea Dr. PO Box 1386, Vineland, NJ 08362, was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$40,000.00 for the term of one year from the date of the award of the contract with the County reserving an option to extend for one (1) two (2) year term or two (2) one (1) year terms as described in the bid specifications PD 012-030; and

WHEREAS, the contract shall be for an estimated units of service, with a contract amount not to exceed \$40,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contract to supply all labor and material required for the repair and replacement of existing and installation of new overhead doors to various buildings throughout the County is hereby awarded to South Jersey Overhead Door Co., Inc., for the period of one year from the date of the award with the County reserving an option to extend the contract for two (2) one (1) year periods or one (1) two (2) year period for a minimum contract amount of zero and a maximum amount of \$40,000.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 19, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B3

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
SOUTH JERSEY OVERHEAD DOOR CO., INC.**

THIS CONTRACT is made effective the 19th 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 **SOUTH JERSEY OVERHEAD DOOR CO., INC.**, with offices at 1360 North Delsea Dr., P.O. Box 1386, Vineland, NJ 08362, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the repair and replacement of existing and installation of new overhead doors for the county of Gloucester, as set forth in PD-012-030; and

WHEREAS, Vendor represents that it is qualified to supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS.** This Contract shall be effective for the period beginning September 19, 2012 and terminating September 18, 2013, with the County reserving an option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-030, with a contract amount not to exceed \$40,000.00, for the repair and replacement of existing and installation of new overhead doors for the County of Gloucester consistent with Vendor's Bid.

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD-012-030, which is 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.

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

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

A. Vendor 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. Vendor 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to 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 Vendor 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 Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor 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, Vendor 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 Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD-012-030, which are specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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 Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor 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 Vendor's services.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-030, and the bidder's bid package, all 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 bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 19th 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

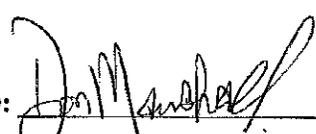
**SOUTH JERSEY OVERHEAD DOOR CO.,
INC.**

BY: _____

Please Print Name

<p>PD 012-030 Bid Opening 8/30/2012 10:00am</p>			
<p>SPECIFICATIONS AND PROPOSAL FORM COVERING THE REPAIR AND REPLACEMENT OF EXISTING AND INSTALLATION OF NEW OVERHEAD DOORS FOR THE COUNTY OF GLOUCESTER</p>			
	<p>VENDOR: South Jersey Overhead Door Co. 1360 North Delsea Dr. PO Box 1386 5 Vineland, NJ 08362 Don Marshall 856 692-2840 856 794-9247 Fax</p>	<p>VENDOR: G.M.H. Associates of America 5790 Bristol Pike Trenton, New Jersey 08638 Anthony Genniro 609 396-1067 609 658-7441 Fax</p>	<p>VENDOR: Set-Rite Corp 5790 Bristol Pike Bristol, PA 19007 Jerry Gauvreau III 215 946-6600 215 946-2952 Fax</p>
ITEM	DESCRIPTION		
1	Labor charge for overhead door repairs and replacement of existing and installation of new overhead doors	\$112.50 /HR per man	\$120.00/HR per man
2	Mark-up on cost of parts	10%	30%
	Variations: (if any)	NONE	NONE
	Will you extend your prices to local government entities within the County	NO	NO
	This is a (1) one year contract with (2) two one year extensions or (1) one Two year extension.		
	Bid specifications sent to:	Construction Journal MidAtlantic BX	NJ Overhead Doors JSqft
	Based upon the bids received, I recommend South Jersey Overhead Doors be awarded the contract as the lowest responsive, responsible bidder.		
		Sincerely,	
		Robert J. McErlane Assistant Purchasing Agent	

SIGNATURE PAGE

SIGNED: 

NAME: Don Marshall
(PRINTED OR TYPED)

TITLE: Vice President

DATE: 8/29/12

COMPANY: South Jersey Overhead Door

ADDRESS: 1360 N. Delsea Dr

Vineland, NJ 08362

TELE#: 856-692-2840

FAX#: 856-794-9247

TO BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON AUGUST 30, 2012 AT 10:00AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY ADMINISTRATION BUILDING, 2ND FLOOR 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

ITEM #	DESCRIPTION	
1.	LABOR CHARGE FOR OVERHEAD DOOR REPAIRS AND REPLACEMENT OF EXSISTING AND INSTALLATION OF NEW OVERHEAD DOORS	<u>\$112.50</u> HR PER MAN
2.	MARK-UP ON <u>COST</u> OF PARTS	<u>10</u> %

NOTE: FOR BID EVALUATION PURPOSES ONLY, THE COUNTY WILL USE THE FOLLOWING ANNUAL ESTIMATES TO DETERMINE THE OVERALL LOW BIDDER FOR THE ABOVE ITEMS:

- EST. LABOR HOURS: 218.5
- EST. COST OF PARTS: \$ 19,700.00

VARIATIONS:

None

REFERENCES

1. City of Atlantic City (609) 347 5390
2. Camden County Municipal Utility Authority (856) 541 3700
3. Johnson & Matthey Pharmaceuticals (856) 384 7140

BH

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$38,039.97 REGARDING ENGINEERING PROJECT #09-06FA

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements County Route 654, Hurffville-Cross Keys Road between County Route 639, and County Route 630 and County Route 630, Egg Harbor Road, between County Route 639 and County Route 654, in the Township of Washington, Gloucester County", Federal Project No. STP- B00S (877) Construction, Engineering Project #09-06FA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded previously by the County to South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, Bridgeton, NJ 08312, for and in the amount of \$699,650.88 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01, which will increase the total amount of the Contract with South State by \$38,039.97, resulting in a new total contract amount of \$737,690.85; and

WHEREAS, the said change order is necessitated by increases & decreases to various contract items to reflect actual field conditions; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$38,039.97, pursuant to C.A.F. #12-08013, which amount shall be charged against budget line item C-04-09-013-165-13229.

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

1. The hereinabove referenced Change Order Increase #01 to increase the County's Contract with South State for the Project in the amount of \$38,039.97, resulting in a new total adjusted contract amount of \$737,690.85, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Number 1 regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B4

09-06FA

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

Name & Address of Vendor: South State, Inc.

Description of Project or Contract: Proposed Resurfacing and Safety Improvements,
County Route 654, Hurffville-Cross Keys Road, Township of Washington, Gloucester
County.

Date of Original Contract:

- 1. P.O. Number: 09-13725
- 5. Amount of Original Contract: \$ 699,650.88
- 6. Amount of Previously Authorized Change Order: 0.00
- 7. Amount of this Change Order: #1-Final-Increase \$ 38,039.97
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$ 737,690.85
- 9. Need or Purpose of this Change Order: Increases and decreases to various contract items to reflect actual field conditions.
- 10. Certificate of Availability Ordered _____ on _____
And Seven Budget Code# _____

This change order requested by [Signature] on 9-4-12
(Department Head) (Date)

Accepted by [Signature] on 4/20/12
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

TO ALL VENDORS: THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED
UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF
CHOSEN FREEHOLDERS. COUNTY OF GLOUCESTER WITH APPROPRIATE
RESOLUTION.

B4

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 1 (Final)
Order Letter: _____
Date: 4/16/12

Project: Resurfacing and Safety Improvements of County Road 654, Hurffville-Crosskeys Rd
Federal Project No: STP-B00S (877) Doc. No. 09-06FA, PO #09-13725
Contractor: South State, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: County Road 654, Hurffville-Crosskeys Rd., Township of Washington, NJ

Nature and reason for order: Final As-Built Quantities

Extension Reduction of time recommended for this order: 16

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	<u>\$699,650.88</u>	<u>\$0.00</u>	<u>\$699,650.88</u>
Adjusted amount based on orders No. 1:	<u>\$737,690.85</u>	<u>\$0.00</u>	<u>\$737,690.85</u>

CONTRACT TIME
Original Completion Date: <u>6/21/10</u>
Adjustment This Order: (+) <u>16</u>
Previous Adjustments: (+ or -) <u>0</u>
Adjusted Completion Date: <u>7/07/10</u>

ORDER NO.	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
<u>1</u>			
	Road	Bridge	Total
Extra Work:	<u>\$22,286.83</u>	<u>\$0.00</u>	<u>\$22,286.83</u>
Increases:	<u>\$62,247.70</u>	<u>\$0.00</u>	<u>\$62,247.70</u>
Decreases:	<u>\$46,494.56</u>	<u>\$0.00</u>	<u>\$46,494.56</u>
Total:	<u>\$38,039.97</u>	<u>\$0.00</u>	<u>\$38,039.97</u>

RESERVED FOR FHWA OR F.T.A.

Recommended:

[Signature]
County / Municipal / Sponsor's Engineer

8/8/12
Date

Approved:

Robert M. Damminger
Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:

Director, Local Aid & Economic Development Date

Accepted:

[Signature]
Contractor's Authorized Signature

8/8/12
Date

Name: DAVID LEVERICK
Title: PROJECT MANAGER

CONTRACTS PAYABLE SECTION
Reviewed by: _____ Date
Input Submitted by: _____ Date
Certification of Funds:

Director of Accounting & Auditing Date

Unprotected
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 2
Order No: 1 (Final)
Order Letter: _____
Date: 7/27/12

Project: Resurfacing and Safety Improvements of County Road 654

Federal Project No: STP-B00S (877)

Doc. No. 09-06FA

Contractor: South State, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
REDUCTIONS				
4	HMA Milling 3" or less	1500.70	\$1.35	\$2,025.95
5	HMA 12.5H64 Surface Course, 3" Thick	1500.70	\$9.75	\$14,631.83
7	Hot Mix Asphalt Pavement Repair	420.87	\$20.00	\$8,417.40
12	Concrete Driveway, Reinforced, 6" Thick	150.00	\$20.00	\$3,000.00
13	Hot Mix Asphalt Driveway, 2" Thick	226.11	\$20.00	\$4,522.20
14	Bicycle Safe Grates	30.00	\$25.00	\$750.00
15	Curb Piece	1.00	\$25.00	\$25.00
16	Reset Existing Casting	17.00	\$25.00	\$425.00
17	Reset Water Valve Boxes	19.00	\$10.00	\$190.00
18	Reset Gas Valve Boxes	23.00	\$10.00	\$230.00
22	Removal of Traffic Stripes	540.00	\$1.00	\$540.00
24	Traffic Stripes, Long Life, Epoxy Resin 4"	547.00	\$0.27	\$147.69
26	RPM Bi-Directional, Amber Lens	215.00	\$22.00	\$4,730.00
28	RPM Mono-Directional, Amber Lens	22.00	\$22.00	\$484.00
30	RPM Mono-Directional, White Lens	219.00	\$22.00	\$4,818.00
31	Removal of RPM	750.00	\$0.01	\$7.50
34	Straw Mulching	100.00	\$0.50	\$50.00
42	Temporary Traffic Stripes	10000.00	\$0.15	\$1,500.00
EXTRAS				
8	Tack Coat	902.00	\$0.01	\$9.02
10	9" X 18" Concrete Vertical Curb	1676.00	\$25.00	\$41,900.00
19	Concrete Sidewalk, 4" Thick	347.00	\$35.00	\$12,145.00
20	Detectable Warning Surfaces (Brick Pavers)	39.90	\$100.00	\$3,990.00
23	Traffic Markings, Thermoplastic	140.00	\$2.15	\$301.00
27	RPM Bi-Directional, Blue Lens	6.00	\$22.00	\$132.00
29	RPM Bi-Directional, Red/White Lens	27.00	\$22.00	\$594.00
32	Topsoiling, 4" Thick	416.14	\$7.00	\$2,912.98
33	Fertilizing and Seeding, Type A-3	263.70	\$1.00	\$263.70
SUPPLEMENTALS				
43S	Reconstruct Inlets	3.00	\$1,800.00	\$5,400.00
44S	HMA 9.5H64, Leveling Course as directed by Engineer	394.52	\$76.00	\$29,983.52
45S	Deduction due to Asphalt Penalties - Thickness	1343.25	\$9.75	\$13,096.69
Total Amount Change Order No. 1				\$38,039.97

Amount of Original Contract: \$699,650.88

Adjusted Amount Based on Change Order No. 1: \$737,690.85

Total Change (+): \$38,039.97

% of Change in Contract: [(+) Increase] 5.44%

NEW JERSEY DEPARTMENT OF TRANSPORTATION
 LOCAL AID
 FEDERAL AID CHANGE ORDER

Sheet 2 of 2
 Order No: 1 (Final)
 Order Letter: _____
 Date: 7/27/12

'R' or 'B' item	Roadway Increases	Roadway Decreases	Bridge Increases	Bridge Decreases
R	8417.4	0	0	0
R	3000	0	0	0
R	4522.2	0	0	0
R	750	0	0	0
R	25	0	0	0
R	425	0	0	0
R	190	0	0	0
R	230	0	0	0
R	540	0	0	0
R	147.69	0	0	0
R	4730	0	0	0
R	484	0	0	0
R	4818	0	0	0
R	7.5	0	0	0
R	50	0	0	0
R	1500	0	0	0
R	2025.945	0	0	0
R	14631.825	0	0	0
R	9.02	0	0	0
R	41900	0	0	0
R	12145	0	0	0
R	3990	0	0	0
R	301	0	0	0
R	132	0	0	0
R	594	0	0	0
R	2912.98	0	0	0
R	263.7	0	0	0
R	0	0	0	0
	108742.26	0	0	0

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

BH

Certificate of Availability of Funds

TREASURER'S NO. 12-08013
C-04-09-013-165-13229

DATE August 29, 2012
(\$38,039.97)

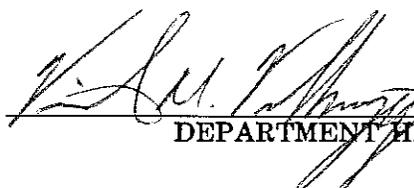
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

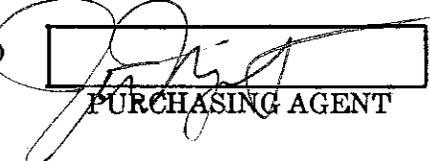
AMOUNT OF CERTIFICATION \$38,039.97 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Contract Change Order #01-Increase, for Increase and decreases to various contract items to reflect actual field conditions, for project, "Resurfacing and Safety Improvements County Route 654, Hurffville-Cross Keys Road between County Route 639, and County Route 630 and County Route 630, Egg Harbor Road between County Route 639, and County Route 654, in The Township of Washington, Gloucester County, Federal Project No. STP- B00S (877) Construction , Engineering Project #09-06FA.

VENDOR: South State, Inc.

ADDRESS: PO Box 68
Bridgeton, NJ 08302


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 9-10-12

Meeting Date: September 19, 2012

B5

**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01
WITH SOUTH STATE, INC. IN THE AMOUNT OF \$9,940.00,
REGARDING ENGINEERING PROJECT #08-12FA**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements along Tanyard Road, County Route 663 from Evergreen Avenue to Walnut Avenue in Woodbury City, Woodbury Heights Borough and Deptford Township, Gloucester County", Federal Project No. DHD-4042-(101), Engineering Project #08-12FA. (hereinafter "Project"); and

WHEREAS, a contract for the Project was awarded previously by the County to South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, Bridgeton, NJ 08312, for and in the amount of \$443,639.20 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #01, which will increase the total amount of the contract with South State by \$9,940.00, resulting in a new total contract amount of \$453,579.20; and

WHEREAS, the said change order is necessitated by additional hours for police traffic control, reduction of guide rail previously completed under another Federal Aid project, and additional handicap ramps within the project area; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for a contract with South State in the amount of \$9,940.00, pursuant to C.A.F. #12-08039, which amount shall be charged against budget line items C-04-10-012-165-12205 (\$4,772.04), and C-04-09-013-165-13230 (\$5,167.96), for a total of \$9,940.00.

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

1. The hereinabove referenced Change Order Increase #01 to increase the County's Contract with South State for the Project in the amount of \$9,940.00, resulting in a new total adjusted contract amount of \$453,579.20, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Number 1 regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B5

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State Inc.
P.O. Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Resurfacing & Safety Improvements County Road 663, Tanyard Road, Evergreen Ave to Walnut Ave
- 3. Date of Original Contract: June 6, 2012
- 4. P.O. Number: 12-04650
- 5. Amount of Original Contract: \$443,639.20
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$9,940.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$453,579.20

9. Need or Purpose of this Change Order: Police Department request to have two (2) uniformed police officers onsite at all time for traffic control purposes. Guiderail that is a part of this project has previously been completed by the Gloucester County under a separate Federal Aid project. It was also determined additional handicap ramps would need to be replaced throughout the project area. Please note this project is 100% Federally funded.

This change order requested by _____ on _____
(Department Head) (Date)

Accepted by  on 9/4/12
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

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

B5

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 1
Order Letter:
Date: 8/28/12

Project: Resurfacing & Safety Improvements County Road 663, Tanyard Road, Evergreen Ave to Walnut Ave
Federal Project No: DHD-4042-(101) Doc. No. _____
Contractor: South State

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Throughout entire project area (traffic control & handicap ramps) & near the Turnpike (guiderail)

Nature and reason for order:
Police Department request to have two (2) uniformed police officers onsite at all time for traffic control purposes.
Guiderail that is a part of this project has previously been completed by the Gloucester County under a separate Federal Aid project.
It was also determined additional handicap ramps would need to be replaced throughout the project area.

Extension Reduction of time recommended for this order: No change requested at this time

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL	CONTRACT TIME
Amount of original contract:	\$443,639.20		\$443,639.20	Original Completion Date: <u>9/12/12</u>
Adjusted amount based on orders No. 1 :	\$453,579.20		\$453,579.20	Adjustment This Order: (+ or -) <u>0</u>
				Previous Adjustments: (+ or -) <u>0</u>
				Adjusted Completion Date:

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other	RESERVED FOR FHWA OR F.T.A.
<u>1</u>	Road	Bridge	Total	
Extra Work:	\$0.00	\$0.00	\$0.00	
Increases:	\$23,700.00	\$0.00	\$23,700.00	
Decreases:	-\$13,760.00	\$0.00	-\$13,760.00	
Total:	\$9,940.00	\$0.00	\$9,940.00	

Recommended:


David J. Cella, P.E.
Gloucester County Engineer or County Representative

8-29-12
Date

Approved:

Robert M. Damminger
Freeholder Director

Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid

Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:

Director, Local Aid & Economic Development

Date

Accepted:


Contractor's Authorized Signature

8/6/12
Date

Name: DAVID LEUERICK
Title: PROJECT MANAGER

CONTRACTS PAYABLE SECTION
Reviewed by: _____ Date _____
Input Submitted by: _____ Date _____
Certification of Funds:

Director of Accounting & Auditing

Date

Unprotected
 Protested by letter dated _____ attached.

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

B5

Certificate of Availability of Funds

August 29, 2012

TREASURER'S NO. 12-08039
~~C-04-10-012-165-12205~~
C-04-09-013-165-13230

DATE
~~(\$4,772.04)~~
(\$4,667.96)

Engineering

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT _____

\$9,440.00

August E. Knestaut, Esq.

AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL _____

DESCRIPTION:

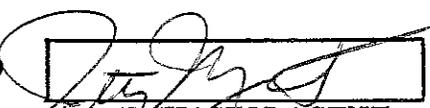
Contract Change Order #01-Increase, for additional hours for police traffic control, reduction of guide rail previously completed under another Federal Aid project, and additional handicap ramps within the project area, for the project, "Resurfacing & Safety Improvements along Tanyard Road (CR663) from Evergreen Ave to Walnut Ave in Woodbury, Woodbury Heights & Deptford Twp, Gloucester County," Federal Project #DHD-4042-(101), Engineering Project 08-12FA

VENDOR: South State, Inc.

ADDRESS: P.O. Box 68

Bridgeton, NJ 08302


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

Meeting Date: September 19, 2012

DATE PROCESSED 9-11-12

Ble

RESOLUTION AUTHORIZING A UTILITY EASEMENT AGREEMENT WITH ATLANTIC CITY ELECTRIC COMPANY FOR A UTILITY EASEMENT ACROSS THE COUNTY OWNED PROPERTY KNOWN AS BLOCK 254.01, LOT 34.03, IN THE TOWNSHIP OF MANTUA

WHEREAS, the County of Gloucester (hereinafter the "County") owns a parcel of real property along Lambs Road (CR635) in the Township of Mantua, which is known as Block 254.01, Lot 34.03 on the Official Tax Map (hereinafter the "Property"); and

WHEREAS, the Gloucester County Utilities Authority ("GCUA") will be constructing the County-GCUA Wastewater Reuse Project (hereinafter the "Project") adjacent to Lambs Road in the Township of Mantua; and

WHEREAS, Atlantic City Electric Company (hereinafter "ACE") is the electric utility service provider in the Mantua Township area; and thereby maintains above-ground and underground cables, poles, conduit, and other facilities to provide said services; and

WHEREAS, as a precondition to relocating utility lines for the Project, ACE requires that the County sign an appropriate Utility Easement Agreement for the Property, so that the utility lines may be relocated by ACE onto the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and Clerk of the Board, be and are hereby authorized and directed to execute the Utility Easement Agreement with ACE attached hereto in order to facilitate the construction of the Project by the GCUA.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B10

Block and Lot: 254.01, 34.03

Prepared By: Atlantic City Electric Company
& Return to: Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 12th day of March, 2012, between County of Gloucester "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation, with an office located at 5100 Harding Highway, Mays Landing, New Jersey 08330, hereinafter referred to as "ACE,"

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of New Jersey, the County of Gloucester, which land abuts Lambs Rd, Mantua Twp.

For and in consideration of the payment by ACE of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to ACE a perpetual easement and right of way and agrees as follows:

1. ACE shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and appurtenances thereto to extend ACE's systems and to provide services to ACE's service areas; including any other cables, conduits, fibre optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services.
2. The facilities installed pursuant to this agreement shall remain the property of ACE and all maintenance, repairs and removals of said facilities shall be the responsibility of ACE.
3. ACE shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of ACE's facilities.
4. ACE shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of ACE.
7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that ACE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and ACE and their respective heirs, personal representatives, administrators, successors and assigns.

9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. ACE's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

As agent on behalf of ACE, I certify that this document was prepared by ACE.

Name: Donald R Hoblitzell
Title: Field Engineering Technician

WITNESS our hands and seals the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)

County of Gloucester
GRANTOR:

 Name

 Print Name

 Title

 Name (SEAL)

 Print Name

 Title

STATE OF _____)
 COUNTY OF _____) **SS**

BE IT REMEMBERED, that on the _____ day of _____, 20____,
 personally came before me, a notary public, the within named Grantor, _____
 _____ party(ies) to
 this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of
 said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

 Notary Public

Notary
 Seal/Stamp Here

FOR ACE USE ONLY

Secured by: DRH5	Grantor:
Address: 501 Lambs Rd	Job Order Number: 5600123
County State: Gloucester, NJ	Pole Number: 59901/42955
Date of Easement: 3/12/2012	City / Township: Mantua Twp
Development: NA	
Tax Parcels: Block 254.01 Lot 34.03	

Install Pole and
277/480 Bank for
Gloucester County
Utilities Auth

P 6 5990142856
INS 45-2
ABC 277/480 V
INS A-100
INS B-100
INS C-100

S 5
8'

USA

G33547
40-
ABC
3-167

G772

3-65 K1

G33548
ABC 277/480 V
1500

Comet Tool

NEAK
NS BK
NS CR

01/41

P 1

S 7

S 2

S 3

173

97/43

85/26

85/26

17187

17170

13/58

P 1

G771

40-4

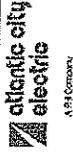
AB

2-15

3-100 K3

LAMBS RD

Hobo Band Building

CustPh#: 908-296-8071	Customer: GCUA James Green Electrician	Proj. ID:	 
DesgrPh#: 856-863-7912	Address: 852-LAMBS RD	Reference WR:	
DesgrName: Hobitzell, Donald R.	City: Pitman	Scale: 1" equals 75'	
CktName: Barnsboro	Ckt#: NJ1216	Description: Install 277/480 O/H Bank for Gloucester County Utilities Auth.	FR CCR -5
Protective Device Type:	Class of Service:	ROW:	
Protective Device ID:	UG Permits:	Tree:	
OH Permits:	Jurisdiction:	WSSC:	
Permits:		Easement:	WR # 5600123
			Date: 3/1/2012

PLOTTED BY:
hobitd

RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #02 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$5,000.80 REGARDING ENGINEERING PROJECT #11-03FA

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County", Federal Project #STP-0144(109), Engineering Project #11-03FA (hereinafter "Project"); and

WHEREAS, a contract for the Project was awarded previously by the County to South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, Bridgeton, NJ 08312, for and in the amount of \$1,431,989.20 (hereinafter the "Contract"); and

WHEREAS, the contract was previously increased by the County through Change Order Increase #01 in the amount of \$29,173.03; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Increase #02, which will increase the total amount of the contract with South State, Inc. by \$5,000.80, resulting in a new total contract amount of \$1,466,163.03; and

WHEREAS, the said change order is necessitated by the need to install concrete reinforcement for the concrete pavement over County Bridge 9-J-1; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the said change order in the amount of \$5,000.80, pursuant to C.A.F. #12-08014, which amount shall be charged against budget line item C-04-12-012-165-12228.

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

1. The hereinabove referenced Change Order Increase #02 to increase the County's Contract with South State for the Project in the amount of \$5,000.80, resulting in a new total adjusted contract amount of \$1,466,163.03, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Number 2 regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B7

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State, Inc
202 Reeves Road
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Proposed Resurfacing and Safety Improvements to County Road 553 (Buck Road), from Salem County Line to Thornwood Drive in the Townships of Franklin and Elk
- 3. Date of Original Contract: 6/13/2012
- 4. P.O. Number:
- 5. Amount of Original Contract: \$ 1,431,989.20
- 6. Amount of Change Order #1 \$ 29,173.03
- 7. Amount of this Change Order #2 \$ 5,000.80
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$ 1,466,163.03
- 8. Need or Purpose of this Change Order: Furnish and install concrete reinforcement for the concrete pavement over the Bridge 9-J-1.

This change order requested by [Signature] on 9-5-12
(Department Head) (Date)

Accepted by [Signature] on [Signature]
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk By: _____
Robert M. Damminger, Director

To ALL VENDORS:
THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

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

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Certificate of Availability of Funds

TREASURER'S NO. 12-08014 DATE August 30, 2012

C-04-12-012-165-12228 (\$5,000.80)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$5,000.80 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Contract Change Order #02-Increase, for furnishing and installing concrete reinforcement for the concrete pavement over Bridge 9-J-1, for the project, Resurfacing and Safety Improvements to Buck Road (CR553) from 1000' N. of Clayton Avenue (CR608) to the Salem County Line in the Townships of Elk & Franklin, Gloucester County," as per Federal Project #STP-0144(109), Engineering Project #11-03FA.

VENDOR: South State, Inc.

ADDRESS: P.O. 68
Bridgeton, NJ 08302


DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 9-7-12

Meeting Date: September 19, 2012

B8

RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT ACROSS A PART OF THE REAL PROPERTY OF CALEB CARTER KNOWN AS BLOCK 54.01, LOT 1, IN WASHINGTON TOWNSHIP FOR ENGINEERING PROJECT #06-01FA FOR THE AMOUNT OF \$9,600.00, AND THE DISMISSAL OF THE CONDEMNATION ACTION FILED REGARDING THE SAID ACQUISITION

WHEREAS, a part of certain lands and premises located at 2 Bently Drive, in Washington Township, being known as Block 54.01, Lot 1 on the Washington Township Tax Map (hereinafter the "Property"), and owned by Caleb Carter (hereinafter "Carter"), is needed by the County of Gloucester (hereinafter the "County") 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 that a Road Easement across a portion of the Property is needed in order to undertake the Project; and

WHEREAS, a Resolution was previously adopted by the Freeholder Board on August 22, 2012, which authorized acquisition, including condemnation if necessary, of the required Road Easement across a part of the Property for Eight Thousand Eight Hundred Dollars and Zero Cents (\$8,800.00), the appraised value of said easement; and

WHEREAS, a condemnation action was filed by the County in the Superior Court of New Jersey to acquire the Road Easement across the Property on September 7, 2012, since negotiations to acquire same had reached an impasse; and

WHEREAS, subsequent to the condemnation proceeding having been filed by the County, further negotiations for the Road Easement with Carter ensued; whereby, Carter agreed to convey the acquired Road Easement to the County for and in consideration of the payment of Nine Thousand Six Hundred Dollars and Zero Cents (\$9,600.00), and dismissal of the condemnation action filed by the County; and

WHEREAS, the County has determined that a fair price to pay to acquire the said Road Easement, and to thereby settle the condemnation action by and through dismissal of same, would be \$9,600.00, as such payment and dismissal will allow for the County to avoid incurring the additional time, cost and expense that will be required to pursue to a conclusion the condemnation, including, but not limited to, Commissioners fees and expenses, and additional appraisal expert fees and expenses; and

WHEREAS, it is in the best interest of the County to acquire the Road Easement now, and to dismiss the condemnation proceeding; as same will avoid the additional costs and expenses that will be incurred by the County to see the condemnation through to a conclusion; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the said Road Easement in the amount of \$9,600.00, pursuant to C.A.F. #12-08046, 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 a Road Easement across a part of the Property owned by Carter, as needed for the Project, and to pay therefore, the total amount of NINE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$9,600.00); and

BE IT FURTHER RESOLVED, that the County be, and hereby is, authorized to dismiss the condemnation action filed in the Superior Court of New Jersey with the County as the Plaintiff under Docket No. GLO-L-1314-12 (hereinafter the "Condemnation"), once the Road Easement has been acquired; and

BE IT FURTHER RESOLVED, that County Counsel, and any Assistant County Counsel, 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, and to dismiss the Condemnation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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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

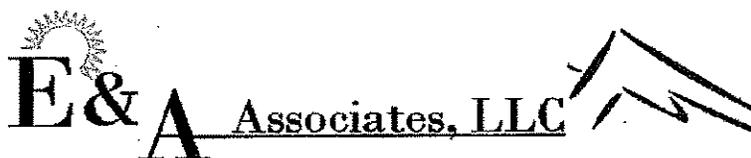
March 1, 2012

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

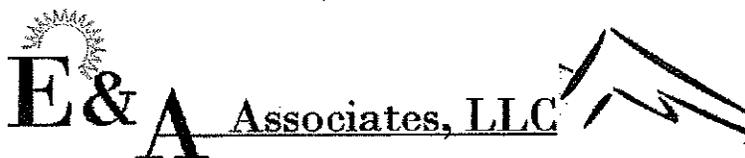
Albert R. Crosby, CTA
NJ Certified General #42RG00222000



Real Estate Appraisal & Consulting

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

Albert R. Crosby, CTA, NJ SCGREAA*



109 Appaloosa Way
Sewell, New Jersey 08080

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

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Section 1: Summary of Salient Facts & Conclusions

Property type: Single Family Residence

Property address: 2 Bently Drive
Washington Township
Gloucester County, NJ

Assessor's Parcel Number: Block 54.01, Lot 1

Appraisal Report Format: Self Contained

Date of appraisal report: April 6, 2012

Date of value: March 1, 2012

Date of site inspection: March 1, 2012

Real estate interest appraised: Fee Simple

Intended Use of the appraisal: To serve as a valuation guide for acquisition negotiations.

Land area:

Before The Taking:	17,320 SF	(0.40 Acres)
Roadway Easement:	1,203 SF	(0.03 Acres)
After the Taking*:	16,117 SF	(0.37 Acres)

Building Improvements: 2,674 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):

Reconciliation & Value Conclusion			
	Before	After	Value of Taking
Sales Comparison Approach	\$95,000	\$86,200	
Income Capitalization Approach	N/A	N/A	
Cost Approach	N/A	N/A	
Reconciled Value	\$95,000	\$86,200	\$8,800

Value Of The Part Taken and Damages To The Remainder: \$8,800

Photographs of the Subject Property



View of Subject's Residence (Taken by ARC on 3/1/2012)



Southerly View of Taking Area (Taken by ARC on 3/1/2012)

**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*"¹

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.*"²

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.*

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

² *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 (USPA-P)*
- ◆ 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 March 1, 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

April 6, 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."*³

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.⁴

³ The Dictionary of Real Estate Appraisal, Fourth edition, The Appraisal Institute, Chicago, Illinois (U.S., 2002), page 113

⁴ 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 54.01, Lot 1. It is situated on the southwest corner of Bently Drive and Egg Harbor Road (County Route 630) and is commonly known as 2 Bently Drive, Washington Township, Gloucester County. The site contains 17,320 SF (0.40 acres) of land area that is mostly level and cleared with no known wetlands. It is improved with a 2,674 SF single-family dwelling with an attached 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 March 1, 2012, which will represent the effective date of valuation. The date of the report is April 6, 2012. The appraiser met with Caleb Carter for the onsite inspection, which was an exterior inspection only.

History & Ownership of the Property

Current ownership is in the name of Caleb Carter. The property was acquired on April 25, 2007 for a recorded nominal consideration of \$1.00 as recorded in the Gloucester County Clerk's Office of Registrar Deed Book/Page, 4379/56. 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

Block 54.01, Lot 1	
Land	\$40,000
Building	\$108,900
Total	\$148,900
Tax Rate (2011)	\$5.120
Equalization Ratio (2012)	52.87%
Estimated Taxes	\$7,623.68
Equalized Assessed Value	\$281,634

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:

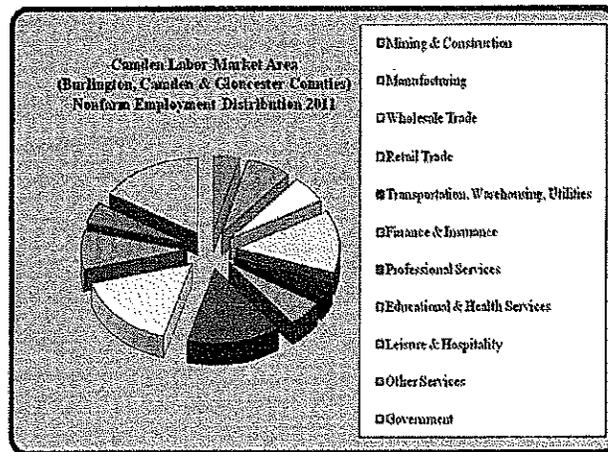
Residential Building Permits			
Year	State	County	Municipality
2000	34,585	1,337	450
2001	28,267	1,635	365
2002	30,045	1,802	343
2003	32,984	1,859	119
2004	36,033	2,050	67
2005	38,481	2,075	65
2006	34,323	1,141	4
2007	25,389	888	18
2008	18,369	788	7
2009	12,235	865	2
2010	13,535	716	10
2011	10,439	433	11

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 is scheduled to be open in the spring of 2012 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

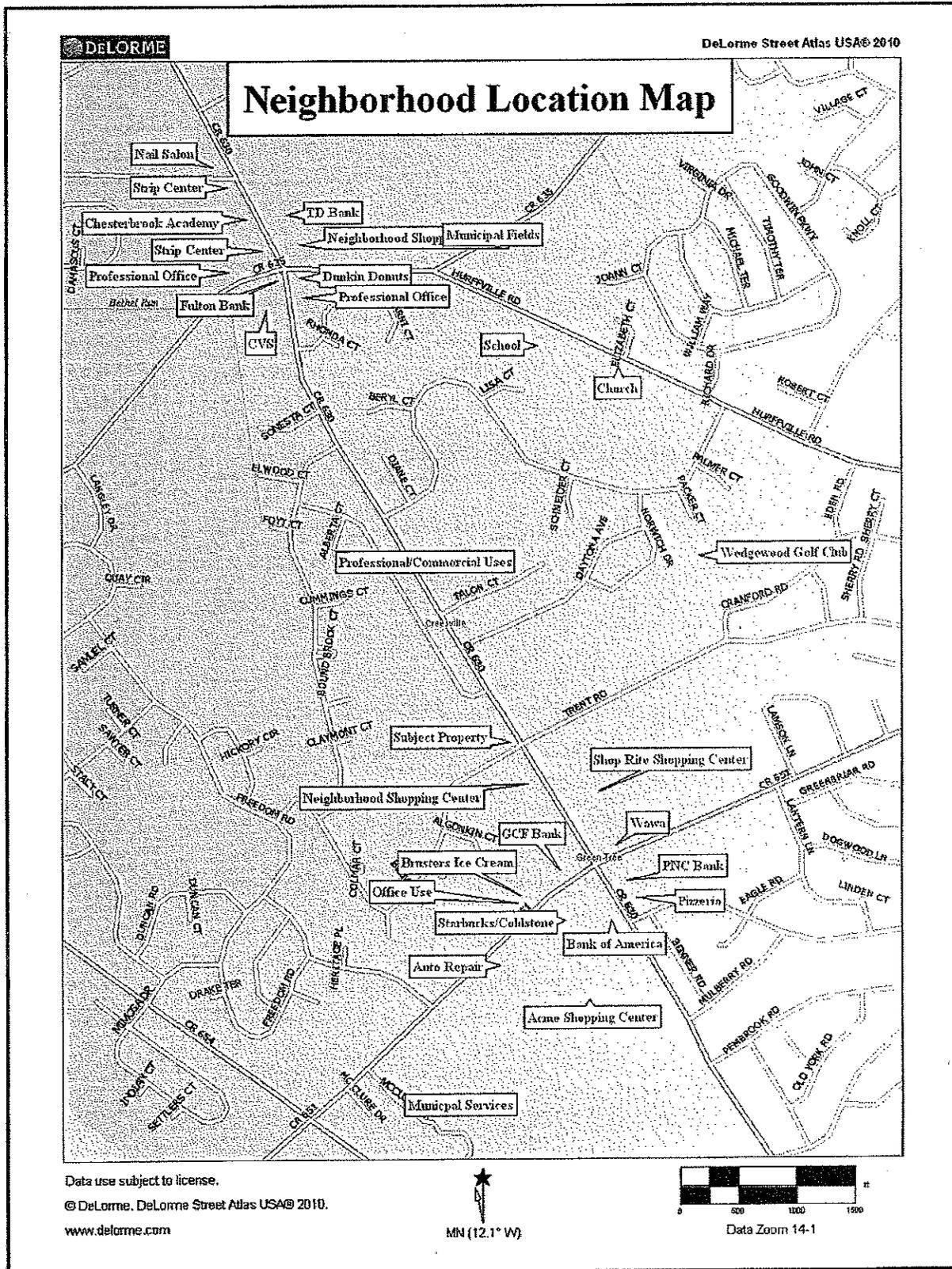
The subject is located in the northerly portion of Washington Township offering frontage along County Route 630 (Egg Harbor Road) and Bently Drive, a local roadway. It is known as 2 Bently Drive and is located at the signal controlled intersection of Bently Drive and Egg Harbor Road just north of the signal controlled intersection of Egg Harbor Road and Greentree 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.

Bently Drive 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) to Massey Drive within 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.



Market Analysis

The market analysis must specifically relate market conditions to the property under investigation. It must show how the interaction of supply and demand affects the value of the subject property. The appraiser has reviewed demographic and historical sales information from 2006 through 2011 for this analysis. The following is a brief recapitulation.

Single-Family Residential - Demand Analysis

For the single-family residential demand analysis, demographic data was analyzed for the state, county, and municipality. The 2010 Census and a web-based program, STDB (Site to do Business) online, were utilized for the demographic data. Due to the anticipated increase of population within the township, the need for housing units within the township is anticipated to increase approximately 1% per year, while an increase from 2000 to 2010 was approximately 1.20% per year. Based upon the population estimates, it is anticipated that 830 additional units will be needed by year 2015. Given the present pace of the economy and the township's new housing permits over the last couple years, it appears that the township will not be able to fill the anticipated increase with new housing units.

Supply Analysis

Based upon the 2010 Census, there are currently 17,464 housing units within Washington Township. The single-family residential market had been experiencing high demand, which was exacerbated by rapid appreciation, a lack of supply of newer housing, and low interest rates. More recently the demand has shown a cooling off as the financial markets are tumbling and supply of housing increases. Based upon the available building permit data for Washington Township between 2000 and 2007, the number of single-family building permits had ranged from 4 units to 296 units, with the last couple years showing a sharp decline (it is noted that the permit data does not appear to be accurately reported). This is mainly attributable to the lack of available larger tracts of land to be developed.

There have been a couple of small housing projects that have been or are being developed. One is located off of Johnson Road in the eastern portion of the Township and another is off of Hurffville-Grenloch Road in the western portion of town. Each generally offers a single court of a handful of homes that were approved several years ago and have recently been built out.

Most developers have expanded their search for vacant land into the neighboring communities of Monroe Township, Franklin Township, East Greenwich, and Harrison Township for the larger tracts. Within Washington Township, some smaller tracts of land are yielding smaller scale residential development, but large-scale development has moved into other areas of Gloucester County.

To exhibit current market conditions, an analysis of Gloucester County and Washington Township MLS data was completed. Homes within a sales price range of \$150,000 to \$800,000 were researched to determine what changes in the market have occurred in the past five years.

The following chart exhibits the MLS analysis from the past five years for existing homes. As shown, the number of units listed has declined significantly since 2006 for both the County and Township, while days on the market have increased. Pricing in each has declined, with the Township appearing to be more susceptible to the decline. The average sales prices for homes in the \$150,000 to \$800,000 range have decreased approximately 10% since 2006 and 2007 within the Township, while the County has experienced an approximately 6% decline over the same period. More recent data demonstrates

that the Township has continued to decline from 2009 and 2010 by approximately 4% to 5%, while the County has remainder relatively stable over the same period.

Gloucester County Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	6,342	N/A	\$ 287,973	N/A	3,170	N/A	\$ 259,180	N/A	90%	63	N/A
1/2007-12/2007	6,442	1.58%	\$ 289,755	0.62%	2,814	-11.23%	\$ 260,613	0.55%	90%	77	22.22%
1/2008-12/2008	5,606	-12.98%	\$ 280,032	-3.36%	2,101	-25.34%	\$ 253,703	-2.65%	91%	95	23.38%
1/2009-12/2009	4,570	-18.48%	\$ 267,330	-4.54%	1,859	-11.52%	\$ 244,639	-3.57%	92%	105	10.53%
1/2010-12/2010	4,265	-6.67%	\$ 258,676	-3.24%	1,560	-16.08%	\$ 244,524	-0.05%	95%	104	-0.95%
1/2011-12/2011	3,547	-16.83%	\$ 254,172	-1.74%	1,454	-6.79%	\$ 244,207	-0.13%	96%	126	21.15%

Washington Township Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	1,223	N/A	\$ 295,046	N/A	490	N/A	\$ 269,889	N/A	91%	60	N/A
1/2007-12/2007	1,070	-12.51%	\$ 292,458	-0.88%	545	11.22%	\$ 269,256	-0.23%	92%	74	23.33%
1/2008-12/2008	917	-14.30%	\$ 279,333	-4.49%	361	-33.76%	\$ 250,240	-7.06%	90%	86	16.22%
1/2009-12/2009	792	-13.63%	\$ 282,351	1.08%	344	-4.71%	\$ 254,184	1.58%	90%	98	13.95%
1/2010-12/2010	724	-8.59%	\$ 265,593	-5.94%	243	-29.36%	\$ 256,460	0.90%	97%	100	2.04%
1/2011-12/2011	575	-20.58%	\$ 256,555	-3.40%	247	1.65%	\$ 243,914	-4.89%	95%	119	19.00%

* Statistics taken from Trend MLS for existing residences in the price range of \$150,000 to \$800,000

Average Home Sale Price Analysis				
Overall Change	List Price		Sale Price	
	County	Township	County	Township
% Change from 2006 to present	-11.74%	-13.05%	-5.78%	-9.62%
% Change from 2007 to present	-12.28%	-12.28%	-6.30%	-9.41%
% Change from 2008 to present	-9.23%	-8.15%	-3.74%	-2.53%
% Change from 2009 to present	-4.92%	-9.14%	-0.18%	-4.04%
% Change from 2010 to present	-1.74%	-3.40%	-0.13%	-4.89%

In conclusion, the market analysis indicates that demand for building lots and/or single-family residences continue and there are projected increases in population over the next couple of years with limited additional supply coming on line within the township. Stability in sales prices is anticipated as Washington Township is a strong and desirable community within the county.

Land Use Controls (Zoning)

The subject property currently lies within the PR-1, Planned Residential District of Washington Township. Permitted uses within the district include all permitted uses in the A Residence district, which include single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizens housing, and flag-shaped lots and neighborhood commercial facilities as permitted in the NC Commercial district.

Conditional uses include all conditional uses within the A District, which include agricultural, church, and professional office (along certain highly traveled roadways). Egg Harbor Road is specifically mentioned as a highly traveled roadway within the ordinance for a professional office use.

The following chart provides a summary of the zoning requirements based on the municipality's schedule of yard, area and building requirements:

PR-1, Planned Residential District Zoning Requirements		
		Cluster Option
Minimum Lot Size	23,000 SF*	10,500 SF
Maximum Density	1.6 units/acre	1.60 units/acre
Minimum Lot Width	100'	80'
Minimum Lot Depth	200'	125'
Maximum Lot Coverage	20%	25%
Minimum Front Yard Setback	50'	30'
Minimum Side Yard Setback	15'(each side)	10'
Minimum Rear Year Setback	35'	30'
Maximum Building Height	35'	35'

*Agriculture use requires a minimum lot size of 5.50 acres.

The subject's current use as improved is a permitted and conforming use under the cluster option.

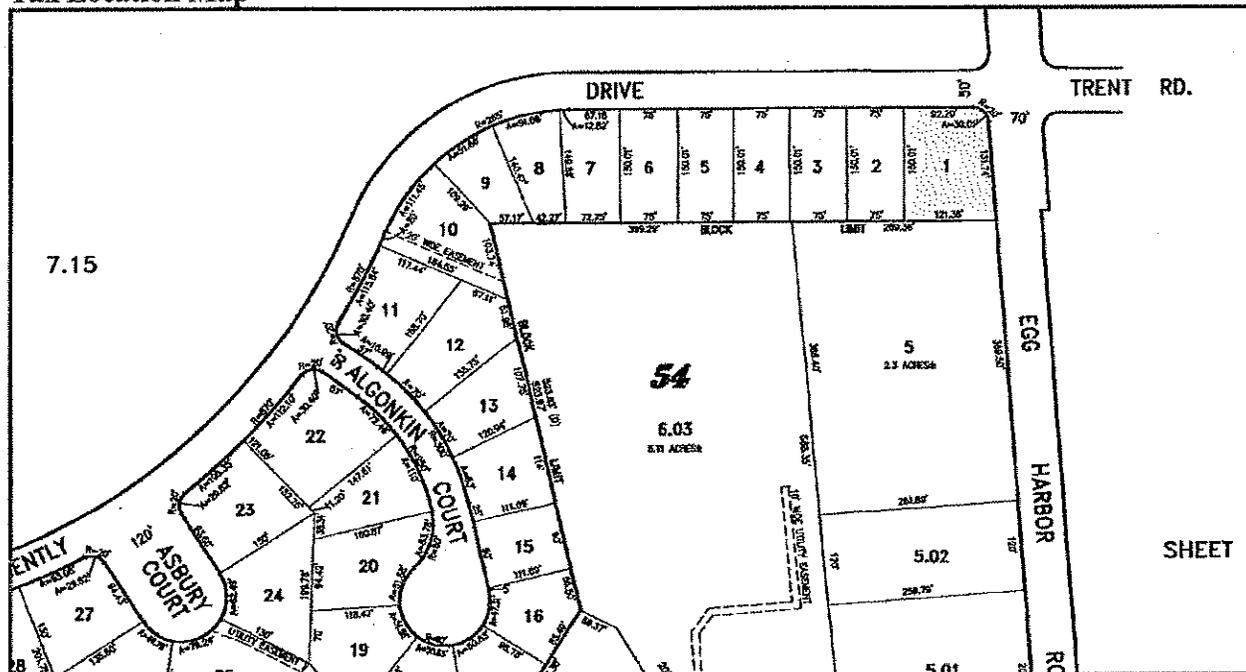
Portion of Existing Zoning Map



Site Description

Assessor's Tax ID:	Block 54.01, Lot 1
Address:	2 Bently Drive Washington Township Gloucester County, NJ
Land Area:	0.40 acres (17,320 SF)
Frontage:	161.75' Egg Harbor Road (County Route 630) 92.20' Bently Drive 253.95' (635' per acre)
Depth:	Ranges from 122' from Egg Harbor Road to 150' from Bently Drive
Shape of Tract:	Moderately rectangular
Topography:	Mostly level and cleared.
Access:	Access is available via a curb cut along Bently Drive providing ingress and egress.
Corner Influence:	Yes, signal controlled
Easements:	None noted
Encroachments:	None noted from site visit
Site Lighting:	None
Walks and Landscaping:	There are sidewalks along Bently Drive and Egg Harbor Road. Landscaping is typical for a residential use.
Utilities to Site:	Sewer Public sewer Water Public water Electric: Public Telephone: Provided by Verizon
Wetlands:	As per the wetland delineation provided by the Gloucester County GIS web based program and the parcel map, the subject is not encumbered by any wetlands.
Flood Zone:	According to FEMA Flood Map 34015C0114E with an effective date of January 20, 2010, the subject is located outside an area of annual flooding.
Site Improvements:	Fencing, concrete driveway, and above ground pool.

Tax Location Map



Aerial Map of Subject



Improvements Description

The subject is improved with a 2,674 SF single family dwelling constructed in 1975 that appeared to be in average overall condition. Since the taking will not impact the subject as improved as a single family residence and there are no anticipated damages to the remainder, it was not necessary to value the improvements. Therefore, the improvements will not be discussed in detail.

Occupancy & Use

The subject is owner occupied and utilized as a single-family residence.

Section 4: Highest & Best Use Analysis - Before the Taking

The highest and best use of both the site as though vacant and the property as improved must meet the following four criteria:

- ◆ Legally Permissible
- ◆ Physically Possible
- ◆ Financially Feasible
- ◆ Maximally Productive

Highest and Best Use "As if Vacant"

Legally Permissible addresses the legal use of the property given applicable zoning regulations and local ordinances/codes along with any other applicable legal restrictions. The use must be probable, not speculative or conjectural.

Legal restrictions affecting the property include the local municipal land use ordinance of Washington Township along with all other county and state regulations. The subject is located in the PR-1, Planned Residential zoning district.

Permitted uses within the PR-1, Planned Residential zoning district include all uses permitted in the A Residence district which are single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizen housing, flag-shaped lots, and neighborhood retail commercial facilities as permitted in the NC, Neighborhood Commercial district. Conditional uses include all conditional uses within the A District, which include agricultural, church, and professional office (along certain highly traveled roadways). The district requirements require a minimum lot size of 23,000 SF or 10,500 SF under the cluster option for residential development.

Overall, the subject appears to meet the minimum requirements as outlined for development under the cluster option.

Physically Possible addresses the possible use of the property given the physical aspects of the site itself. Size, shape, topography, and soils of the site affect the uses to which it can be developed.

The subject offers 17,320 SF (0.40) acres of land area that slopes up from street grade and then becomes mostly level and cleared with a moderately rectangular shape. It is within a local development with adequate access to the areas roadway network. The soil characteristics and land capabilities throughout most of the tract appear to be conducive to many of the permitted and conditional uses.

Overall, the property appears to be best suited residential development.

Financially Feasible addresses which of the legally permissible and physically possible uses are capable of producing an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. Those uses that are capable of producing a positive return are considered to be financially feasible. However, in order to receive serious consideration as a highest and best use, there must be a reasonable expectation that the use will provide a sufficient return (*or yield*) to attract investment capital.

In terms of market demand, the subject is located within a community that experienced tremendous growth of single family housing in the late 1990's and early 2000's with limited development since due to limited sites available. The subject offers an average location within an area that offers a mix of uses including residential, professional office, retail, and recreational.

The site offers average physical characteristics for development of a single family dwelling, which is considered financially feasible.

Maximally Productive addresses the one use that is capable of providing the highest return to the property.

Development of the site with a residential use is considered probable due to the subject's location within a desirable community that is generally built-out with limited newer residential development. In this regard, the subject parcel should be developed as a single-family residential use.

Highest & Best Use "As Improved"

The property, as improved, is again examined under the same four use criteria previously considered. Where a site has existing improvements on it, it is possible that the highest and best use of the land may be determined to be other than its existing use. Any difference between the highest and best use as vacant and as improved will indicate the various forms of depreciation and obsolescence present at the property or affecting the property.

In evaluating the highest and best use, as improved, the existing property improvements have been considered as well as a conversion of the property to another use, and/or expansion of the present building. The existing improvements represent a single family residence that appeared to be in average overall condition offering 2,674 SF of gross living area situated on 17,320 SF (0.40 acres) of land that still contribute significantly to the land. I have concluded that continued use as improved is the highest and best use as improved.

Section 5: Valuation of the Subject – Before the Taking

Valuation Process

An appraisal is an estimation of value. In order to arrive at an estimate of market value for a given property, special attention must be given to the typical purchaser who would be interested in that particular type of property.

The appraisal process consists of an orderly program by which the appraisal problem is defined and data relating to the subject and its market is collected, analyzed, and interpreted into an estimate of value. There are three basic approaches that must be considered by the appraiser in the estimation of market value. These approaches to value are known as the **Income Capitalization, Sales Comparison, and Cost Approaches**. Each approach must be considered and the relevant approaches are developed and then reconciled into a market value estimate.

The **Sales Comparison Approach** is a procedure, which has as its premise a comparison of the subject property with recent sales of properties having varying degrees of similarity to the subject. Units of comparison are developed and each comparable sale is analyzed in comparison to the subject. This approach to value has been developed and relied upon in the development of the market value estimate for the subject's land area.

The **Income Capitalization Approach** is a procedure that converts anticipated benefits (*dollar income or amenities*) to be derived from the ownership of property into a value estimate.

The **Cost Approach** is a procedure that consists of estimating the replacement or reproduction cost new of the building and site improvements, adding entrepreneurial profit and land value, and subtracting all forms of depreciation.

Method(s) Applied

Since the taking does not impact the subject's building improvements, only the value of the underlying land has been estimated. The value of the subject's site has been estimated utilizing the Sales Comparison Approach. This is considered to be the best indicator of value for a property like the subject. The Income Capitalization Approach and Cost Approach were also considered, but not developed, since only the valuation of the land was necessary.

Sales Comparison Approach (Land Only)

In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have been sold recently or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties.⁵

Inherent in this approach to value is the principle of substitution, which holds that *“the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time.”*⁶ It is applicable to all types of real property interests when there are sufficient recent reliable transactions to indicate value patterns in the market. When the number of market transactions is insufficient, the applicability of the sales comparison approach is limited.

The basic procedure to apply the Sales Comparison Approach is shown as follows:

1. Research recent comparable sales, listings and offerings information throughout the market area.
2. Verify that the obtained data is factually accurate and that each transaction reflects arm's length market considerations.
3. Select relevant units of comparison and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable as compared to the subject property.
5. Reconcile the various value indications resulting from the analysis of comparable sales to a single value indication or a range of values.

In the valuation of the subject property the basis of comparison utilized in our analysis is overall sale price, which is how the market would compare this type of property. The research was primarily focused within Washington Township for residential building lots that offered similar location, size, zoning, and development potential.

A summary of each comparable sale used within the analysis is shown on the following pages followed by the Comparable Sales Adjustment Analysis for the subject property and a discussion of the adjustments made by the appraiser. Adjustments have been considered for various factors that would influence value, such as location, land area, zoning, physical characteristics, and utilities. An analysis has been made of the properties that are considered to be comparable to the subject property.

⁵ Ibid, p. 397.

⁶ Ibid, p. 398.

Comparable Land Sale #1



Location Data

Address: 224 Wilson Road
Washington Township
County: Gloucester County

Legal Data

Date of Sale: 2/3/2012
Deed Book/Page: 4938/253
Grantor: Clarence & Theresa Brining
Grantee: Patriot Building & Remodeling
Consideration: \$100,000
Assessor Tax ID: Block 198.25, Lot 6.04
Zoning: PR-1, Planned Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 75,900
Land Area (Acre): 1.74
Frontage (feet): 150' (86' per acre)
Shape: Rectangular
Topography: Mostly level and heavily wooded
Wetlands: None
Utilities: Well & septic
Street Access: Adequate

Financial Data

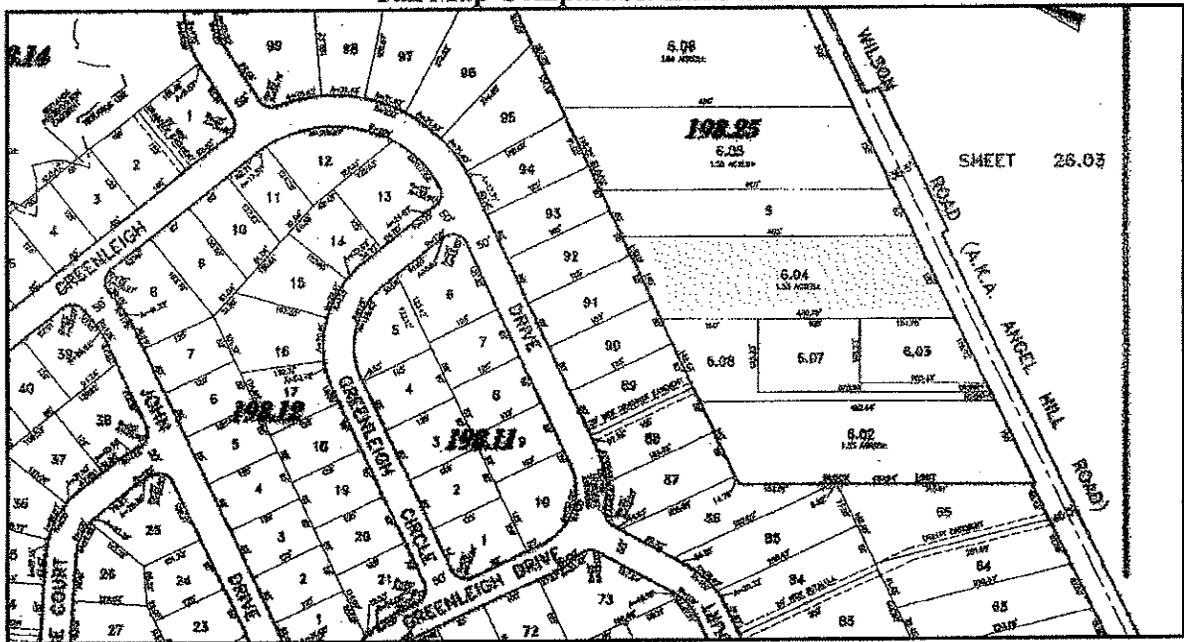
Verified With: Lorraine Flynn, Listing Agent
Conditions of Sale: Market
Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Residential development
Field Inspection Date(s): March 13, 2012
Overall Site Price: \$100,000
Comments: Reportedly, the transaction was arms length. The property was vacant and listed for sale for almost 2 years with an asking price of \$130,000. It was sold without contingencies or development approvals in place.

The property is located along a local road offering sufficient frontage and depth for residential development. It is heavily wooded with a mostly level topography that does not appear to be impacted by any wetlands.

Tax Map Comparable Land Sale 1



Comparable Land Sale #2



Location Data

Address: 5 Elk Court
Washington Township, NJ
County: Gloucester County

Legal Data

Date of Sale: 5/26/2011
Deed Book/Page: 4876/40
Grantor: Group Ten Builders Inc.
Grantee: Bruce Paparone Inc.
Consideration: \$140,000
Assessor Tax ID: Block 19, Lot 10.09
Zoning: R, Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 32,234
Land Area (Acre): 0.74
Frontage (feet): 148' (200' per acre)
Shape: Moderately Irregular
Topography: Mostly level and cleared
Wetlands: None
Utilities: All public
Street Access: Adequate

Financial Data

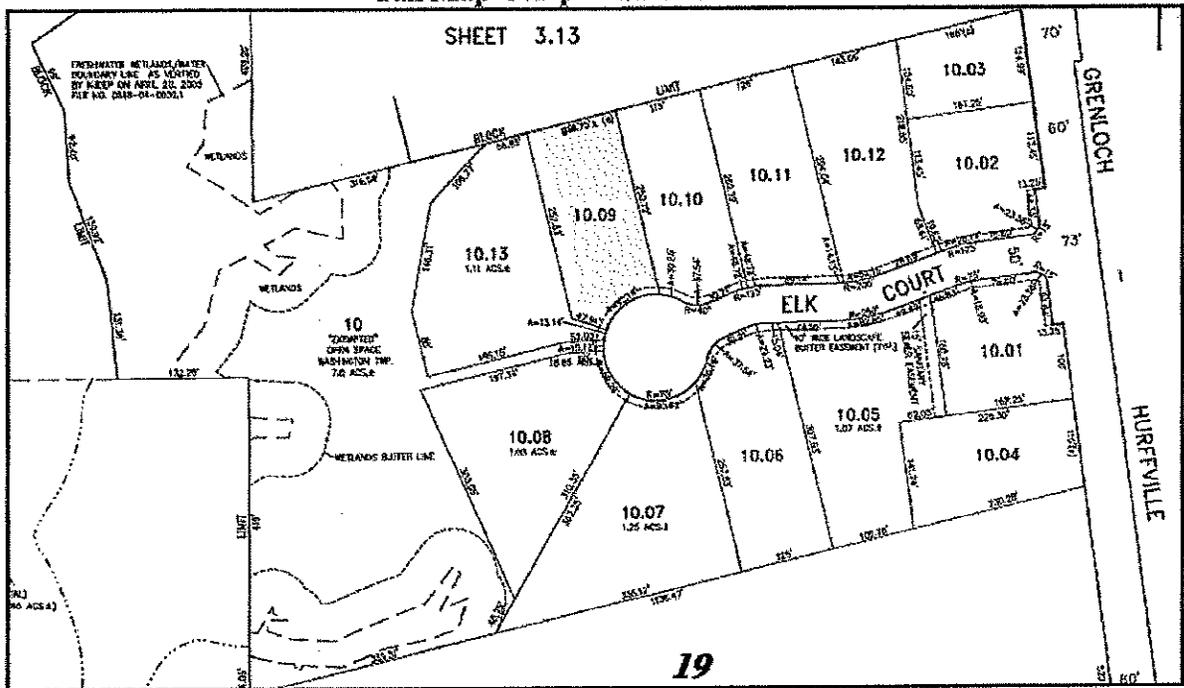
Verified With: Mitchell Zbik, Representative of Grantor
 Conditions of Sale: Market
 Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Development of a single family residence
 Field Inspection Date(s): March 13, 2012
 Overall Site Price: \$140,000
 Comments: Reportedly, the transaction was arms length. This sale represents the acquisition of one of two building lots located in a newer cul de sac located off of Hurffville Grenloch Road. The grantee is a builder who purchased two lots, each for \$140,000 and has subsequently constructed single-family residences to market for sale.

The property is located within a cul de sac that sits adjacent to an elementary school along Hurffville Grenloch Road. The lot offers sufficient frontage and depth for development of a residence with a mostly level and cleared topography.

Tax Map Comparable Land Sale 2



Comparable Land Sale #3



Location Data

Address: 6 Wooded Way
Washington Township, NJ
County: Gloucester County

Legal Data

Date of Sale: 8/23/2010
Deed Book/Page: 4813/88
Grantor: Rudolph & Margaret Buchwald
Grantee: Lisa Warech
Consideration: \$104,000
Assessor Tax ID: Block 192.21, Lot 3
Zoning: PR-1, Planned Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 6,611
Land Area (Acre): 0.15
Frontage (feet): 69' (460' per acre)
Shape: Moderately Rectangular
Topography: Mostly level and cleared
Wetlands: None
Utilities: All public available
Street Access: Adequate

Building Improvements

Existing Improvements: None

Financial Data

Verified With: Fred Caltabiano, Listing Agent

Conditions of Sale: Market

Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Development of a single family residence

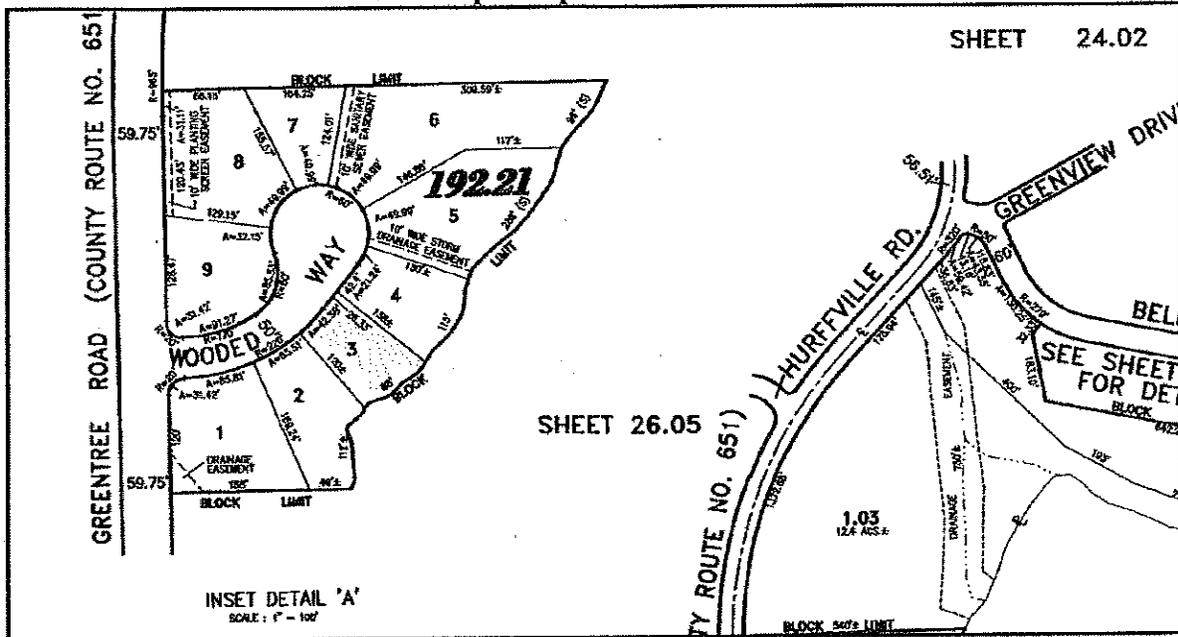
Field Inspection Date(s): March 13, 2012

Overall Site Price: \$104,000

Comments: Reportedly, the transaction was arms length. The property was listed with Weichert Realtors for approximately 2 months prior to going under agreement.

The property is located in the central portion of the township and is situated on Bells Lake, just off Greentree Road. Wooded Way is a built-out cul-de-sac with mostly older homes surrounding. The uses are mostly residential with an elementary school located in close proximity. The site is mostly level and cleared with no wetlands.

Tax Map Comparable Land Sale 3



Comparable Land Sale #4



Location Data

Address: 24 Spring Lake Avenue
 Washington Township, NJ
 County: Gloucester County

Legal Data

Date of Sale: 10/26/2009
 Deed Book/Page: 4740/113
 Grantor: Sandra Bennett & Richard Crean
 Grantee: Carmen Carusone
 Consideration: \$60,000 Deeded Consideration
 \$ 5,000 Estimated Demolition
\$65,000 Total Consideration
 Assessor Tax ID: Block 83.01, Lot 12
 Zoning: R, Residential
 Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 24,779
 Land Area (Acre): 0.57
 Frontage (feet): 389' (682' per acre)
 Shape: Moderately Rectangular
 Topography: Mostly level and partially wooded
 Wetlands: None
 Utilities: Public sewer (well & septic on site)
 Street Access: Adequate

Building Improvements

Existing Improvements: 370 SF Dwelling in poor condition

Financial Data

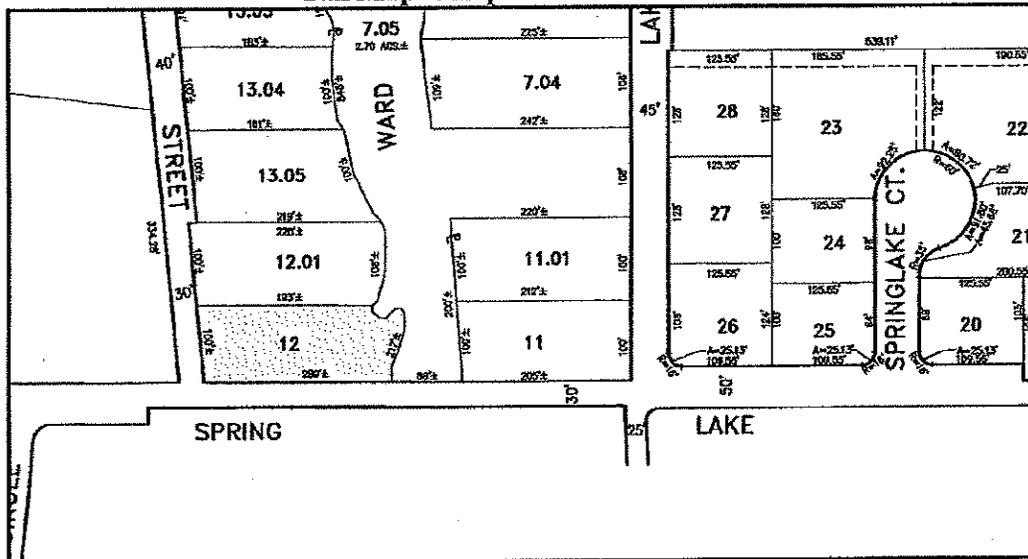
Verified With: Karen Salcedo, Listing Agent
 Conditions of Sale: Market
 Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Demolition for development of a single family residence
 Field Inspection Date(s): March 13, 2012
 Overall Site Price: \$65,000
 Comments: Reportedly, the transaction was arms length. The property was listed with Century 21 Hughes Riggs Realty for approximately 9 months prior to going under agreement. It is improved with a 370 SF older dwelling in poor condition that would be demolished for the construction of a new residence. Demolition has been estimated at \$5,000. The site does not meet the minimum lot size requirement, but given that it is improved, a variance would seem likely. The property has been listed for sale with ReSales & Investment Realty since November 2011 with a current asking price of \$75,000.

The property is located in the southwestern portion of the township just off Fish Pond Road. The uses are mostly residential with a social lodge and religious facility located along Fish Pond in close proximity. The site is situated along Ward Lake, a small lake, offering a mostly level and partially wooded topography and no known wetlands.

Tax Map Comparable Land Sale 4



Comparable Land Sales Adjustment Analysis Before the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Mar-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	1	9	19	29
Adjustment Required/Year	0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Average	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SF)	17,320	75,900	32,234	6,611	24,779
Adjustment	N/A	-20%	-10%	20%	0%
Zoning	PR-1 Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Public	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	15%	0%	0%	10%
Net- Other Adjustments	N/A	-5%	-30%	0%	10%
Adj Sale Price	N/A	\$95,000	\$98,000	\$104,000	\$71,500
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		-5%	-30%	0%	10%
Gross Adjustments (Including Market Conditions)		35%	30%	40%	10%
Comparable Weighting:		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range	\$65,000	\$71,500			
High End of Range	\$140,000	\$104,000			
Average	\$102,250	\$92,125			
Median	\$102,000	\$96,500			
Weighted Average	\$102,250	\$92,125			
Estimated Market Value Via Sales Comparison (Rounded)			\$95,000		

Discussion of Adjustments for the Land Sales Analysis

Property Rights Conveyed

Each comparable sale reflected the purchase of the fee simple estate, while the market value of the fee simple estate is being estimated for the subject. Therefore, no adjustment appeared to be warranted.

Financing Terms

Neither sale concessions nor atypical financing arrangements were reported during the verification of each comparable sale. Thus, no adjustment appeared to be warranted.

Conditions of Sale

No atypical conditions of sale were reported during our verification of each comparable. Thus, no adjustment was warranted.

Market Conditions

An adjustment for market conditions is made if, since the time the comparable sales were transacted, general property values have appreciated/depreciated slightly higher than inflation. The sale prices for this type of property have shown a general stabilization since 2009 and thus no adjustment appeared to be warranted.

Location: The subject property is located at the intersection of a County Route and local roadway amongst a variety of uses including commercial, residential and industrial. It offers adequate access to the area's highway network. Sales 2 and 3 offered superior locations within private courts and required downward adjustment. Sales 1 and 4 offered comparable locations and did not require adjustment.

Land Area: The subject offers 17,320 SF of land area. Larger sites will typically allow for a builder to construct a larger home, while smaller sites will typically offer smaller building improvements. As such, developers/builders will pay slightly higher per unit rates for larger sites and lower rates for smaller sites. Sales 1 and 2 required downward adjustment for superior site size, while sale 3 required upward adjustment for inferior site size. Sale 4 was comparable in size and did not require adjustment.

Zoning: The subject is located within the PR-1, Planned Residential district that allows for a variety of uses including residential and commercial. Each of the land sales offered relatively similar zoning and did not require adjustment.

Physical Characteristics: The physical characteristics of the subject property and each comparable is summarized in the following table. Lots with greater street frontage/acre and/or number of street frontages require downward adjustment, while those with less street frontage/acre and/or number of street frontages require upward adjustment.

The table also demonstrates the type of adjustment required for differences in frontage, shape, and topography. Each sale is adjusted accordingly.

Physical Characteristics				
	Land Area (Acres)	Frontage (LF)	Shape	Topography
Subject	0.40	229'	Mod. Rectangular	Mostly level/cleared
Sale 1	1.74	150'	Mod. Rectangular	Level/wooded
Adj. Required	N/a	N/a	=	=
Sale 2	0.74	148'	Mod. Rectangular	Level/cleared
Adj. Required	N/a	N/a	=	=
Sale 3	0.15	69'	Mod. Rectangular	Mostly Level
Adj. Required	N/a	N/a	=	=
Sale 4	0.57	389'	Mod. Rectangular	Mostly Level/wooded
Adj. Required	N/a	N/a	=	=

Utilities: The subject offers access to all public utilities. Sale 1 did not offer access to public utilities and sale 4 did not offer access to public water, each was adjusted accordingly. Sales 2 and 3 were comparable to the subject and no adjustment was required.

Conclusions of the Sales Comparison Approach

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value and was considered the best available as of the valuation date. None of the chosen sales reflected atypical concessions or financing. Based on the analysis of the most recent comparable sales, the market value of the subject's land is estimated at **\$95,000** (Equivalent to 17,320 SF @ \$5.48/SF, rounded).

Summary of Value Indications - Before the Taking (Land Only)

Cost Approach	N/A
Sales Comparison Approach	\$95,000
Income Capitalization Approach	N/A

Correlation and Final Value Estimate - Before the Taking (Land Only)

During the analysis, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject market value. It was developed, since this type of property is often purchased on this basis. After making the appropriate adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach and Cost Approach were also considered, but not developed since only the value of the subject's underlying land has been estimated.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the **Fee Simple Interest** of the subject's land only Before the Taking as of March 1, 2012 was:

**NINETY FIVE THOUSAND DOLLARS
(\$95,000)**

Section 6: Nature of Taking

The Gloucester County Department of Engineering is proposing to reconfigure Egg Harbor Road (County Route 630) from Hurffville-Grenloch Road to Ganttown Road, which will include road realignment, adding a center lane for turning, and modifying the major intersections. To accomplish this, the existing ROW (Right of Way) must be expanded in order to accommodate the realignment, which requires the acquisition of land from property owners along the proposed areas. The following section details the proposed taking area as it applies to the subject property.

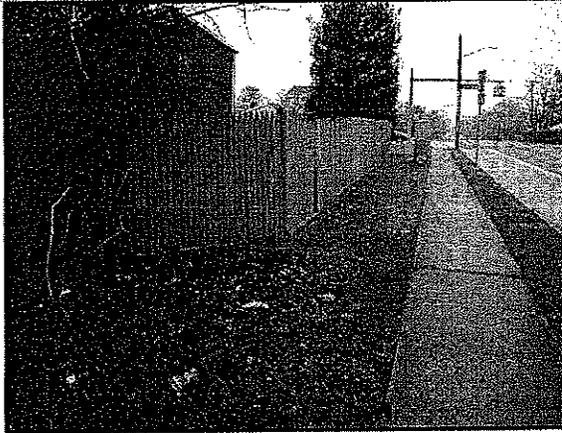
Description of Taking

The taking involves one non-exclusive roadway improvement easement. The taking is described in the following chart:

Non-Exclusive Roadway Improvement Easement - Parcel RFLB (Shown in Red on Parcel Map)	
Interests Acquired:	Permanent, partial rights
Land Area/Dimensions:	1,203 SF (0.03 acres) (approximately 8' in depth by 162' in length)
Description/Location:	Moderately irregular in shape and located along the Egg Harbor Road frontage.
Property Owner's Future Right of Use:	The owner, or its assigns, will retain the right to use and maintain the area, but cannot construct any buildings or structures.

Improvements Within Taking Area:

The taking will traverse across the subject's side yard area which is improved with a concrete sidewalk, wood fencing, and a large pine tree. It does not appear that the sidewalk will be disturbed during construction; it is assumed that the County's contractor will replace the sidewalk if it is. A portion of the fencing is within the taking area, approximately 70 LF.



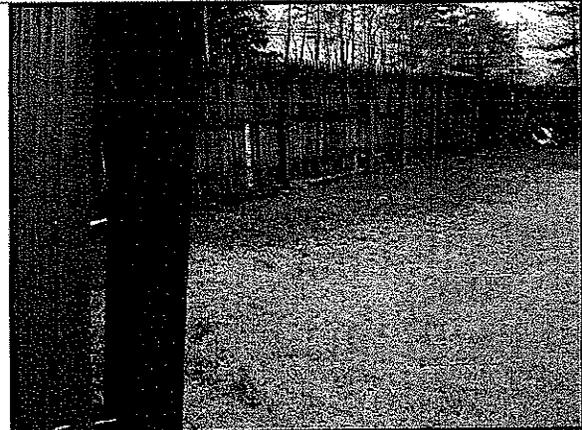
Northerly View of Taking Area



Southerly View of Taking Area

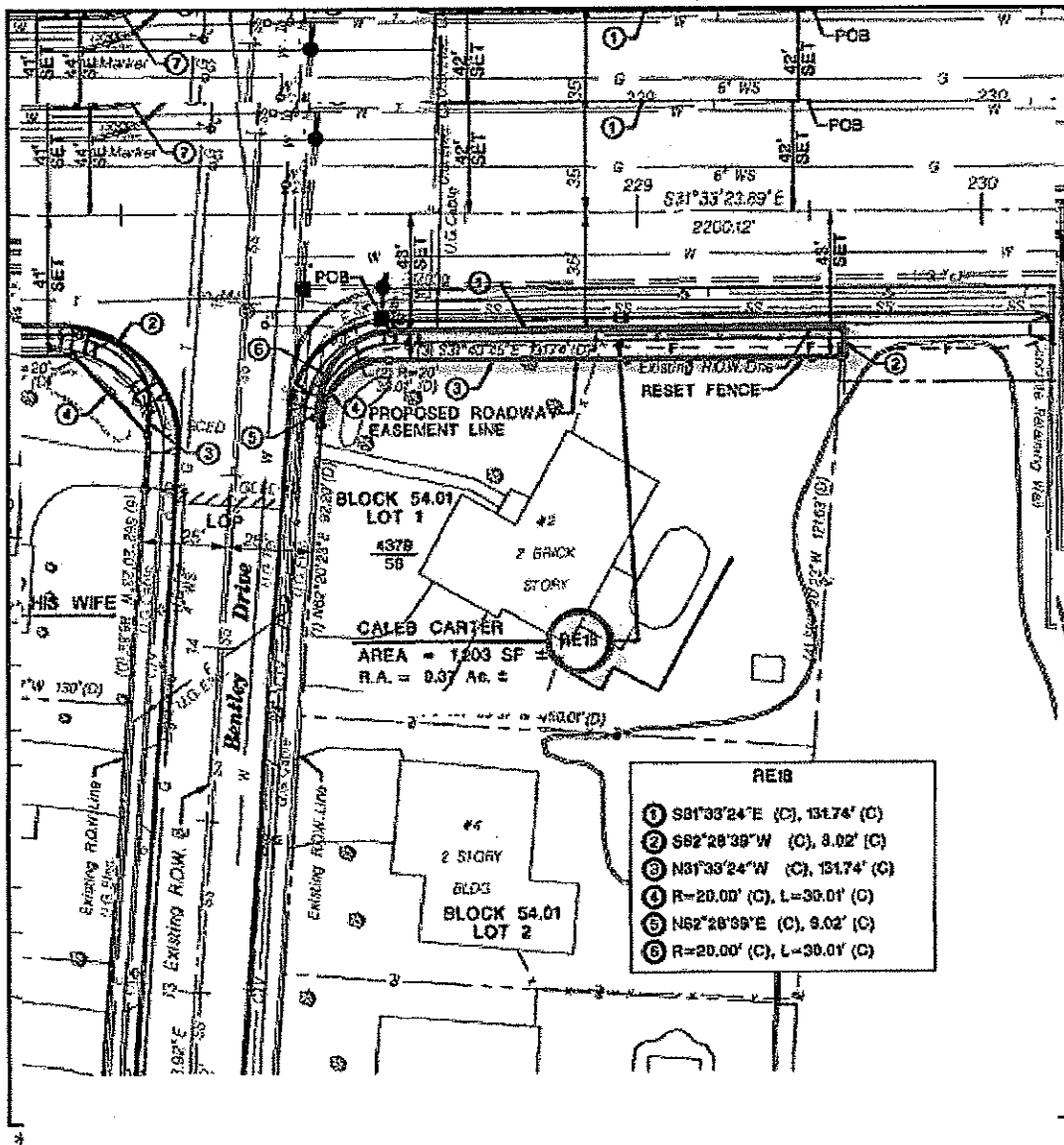


Southerly View of Taking Area



Southwesterly View of Taking Area

Copy of General Property Parcel Map



Section 7: Valuation of the Subject - After the Taking

Description of Remainder

The property will continue to offer most of the same physical characteristics as before the taking. After the Taking, the site's physical characteristics are shown as follows:

Physical Characteristics of the Site (After the Taking)	
Total Site Area (Fee Simple):	16,117 square feet or 0.37 acres
% Fee Simple Land Area Reduced:	6.95%
Frontage:	161.75' Egg Harbor Road 92.20' Bently Drive 253.95' Total (686' per acre)
Shape of Tract:	Moderately rectangular
Topography:	Same as before the taking.
Access:	Same as before the taking.
Corner Influence:	Same as before the taking.
Easements:	There will be a Non-Exclusive Roadway Improvement Easement along Egg Harbor Road.
Encroachments:	Same as before the taking.
Parking:	Same as before the taking.
Zoning Setbacks:	As a result of the taking, the subject's side yard setback will be reduced from approximately 27' to 20' from the ROW which is still conforming to the districts zoning requirements.
Damages:	No damages to the remainder are anticipated. The highest and best use of the subject remains the same as Before the Taking and the taking does not impact its potential to be developed as if vacant or the continued use as a residence.

Highest & Best Use – As if Vacant (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As if Vacant, remains the same as in the Before the Taking analysis and is determined to be development in accordance with zoning, likely a residential use.

Highest & Best Use – As Improved (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As Improved, remains the same as in the Before the Taking analysis and is determined to be continued use as improved.

Appraisal Process

Again, each of the three traditional approaches to value has been considered in estimating the market value of the subject. The market value indication for the subject's land area was again developed via the Sales Comparison Approach for the same reasons as it was developed in the "Before the Taking" and the same set of sales has been utilized.

Sales Comparison Approach - After the Taking (Land Only)

A market value for the subject's land area has been developed through the Sales Comparison Approach. The same comparable sales have again been considered in the After the Taking analysis. The adjustment chart is shown on the following page. Therefore, the After the Taking value of the subject's land via the Sales Comparison Approach is estimated at **\$88,400**.

Comparable Land Sales Adjustment Analysis					
After the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Mar-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	1	9	19	29
Adjustment Required/Year	0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Average	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SF)	16,117	75,900	32,234	6,611	24,779
Adjustment	N/A	-20%	-10%	20%	0%
Zoning	PR-1-Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Public	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	15%	0%	0%	10%
Net- Other Adjustments	N/A	-5%	-30%	0%	10%
Adj Sale Price	N/A	\$95,000	\$98,000	\$104,000	\$71,500
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		-5%	-30%	0%	-10%
Gross Adjustments (Including Market Conditions)		35%	30%	40%	10%
Comparable Weighting:		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range:	\$65,000	\$71,500			
High End of Range:	\$140,000	\$104,000			
Average:	\$102,250	\$92,125			
Median:	\$102,000	\$96,500			
Weighted Average:	\$102,250	\$92,125			
Estimated Market Value Via Sales Comparison (Rounded)				\$95,000	
Estimated Market Value Per SF of Land (MV/Before Land area)			\$5.48		
Taking Area (SF)			1,203		
Less: Estimated Market Value of Taking Area (Rounded)				(\$6,600)	
Estimated Market Value After the Taking (Rounded)				\$88,400	

Compensation for Site Improvements

Compensation must also be made for any site improvements that will be permanently impacted by the taking. There is a 6' high wood fence, concrete sidewalk, and a large pine tree that are located within the taking area. It is assumed that the county's contractor will replace the concrete sidewalk if disturbed or removed, thus no compensation has been given for the sidewalk.

The depreciated value of the site improvements has been estimated utilizing the Marshall Valuation Service, while the depreciation has been estimated using the age/life method.

Estimated Value of Site Improvements within Taking									
Description	Section-Page	Amount	Unit Count	Replacement Cost Per Unit*	Effective Age (Years)	Average Life (Years)	Remaining Life 100% - Age/Life	Depreciated Value	
Trees (Medium/Large)	66-7		1	Each	\$1,385.47	N/A	N/A	100%	\$1,385
6' Wood Fencing	66-5		75	LF	\$27.44	5	8	38%	\$772
Estimate of the Depreciated Value of the Site Improvements:								\$2,157	
								Rounded To:	\$2,200
						Local Multiplier	1.18		
						Cost Multiplier	1.01		

* Includes multipliers

Damages to the Remainder

No damages to the remainder are anticipated, since the property, as improved, will continue to offer the same highest and best use, location and similar physical attributes as Before the Taking.

Cost to Cure

As previously discussed, any potential damage to the remainder has been compensated within the estimation of value After the Taking.

Correlation and Final Value Estimate - After the Taking

Again, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject's market value. Thus, the resulting market value estimate for the property, After the Taking, is summarized as follows:

	Sales Comparison	Income Approach	Cost Approach
Market Value Conclusion After The Taking	\$ 88,400	N/A	N/A
Less: Compensation for Site Improvements	\$2,200		
After Value Reflecting All Damages	\$86,200		
Reconciled Value After the Taking		\$86,200	

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the **Fee Simple Interest** of the subject's land only After the Taking as of March 1, 2012 is:

EIGHTY SIX THOUSAND TWO HUNDRED DOLLARS
(\$86,200)

Section 8: Conclusion and Justification

In the final reconciliation, the appraiser must insure that the approaches and methods used relate to the real property interest being appraised, the definition of value under consideration, and the purpose and use of the appraisal. In the analysis of the subject, each of the three traditional approaches to value has been considered in estimating value for the takings of the subject property. The following value estimates were derived by each approach employed:

The following is a summary of the value estimates Before and After the Taking, as well as the estimated value of the taking.

Value Before.....	\$95,000
Value After.....	\$86,200
Value of Part Taken & Damages to Remainder	\$8,800

During the analysis, it was found that the Sales Comparison Approach was the only reliable indicator to estimate the market value of the taking and any damages to the remainder, since properties within this market are typically purchased on this basis. Comparable land sales were analyzed based on their overall sale price and converted into a price per square foot of land area. After making the appropriate market adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach was also considered but was not developed, since an adequate supply of comparable lease information was not found for undeveloped land zoned for this type of use. In addition, this approach to value does not reflect the typical motivations of land purchasers within the market.

The Cost Approach was also considered, but not developed, since only the value of underlying land has been estimated.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated **Market Value** for the Takings and Damages to the Remainder as of **March 1, 2012** is:

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

Section 8: Addenda

Photographs of the Subject Property



Southerly View of Subject from Bently Drive (Taken by ARC on 3/1/2012)

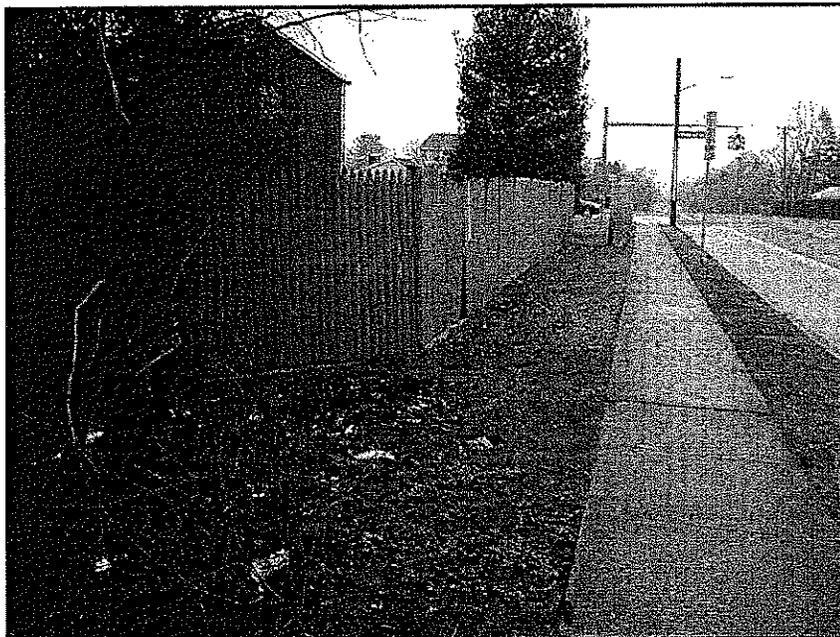


Westerly View of Subject from Egg Harbor Road (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Northerly View of Taking Area (Taken by ARC on 3/1/2012)

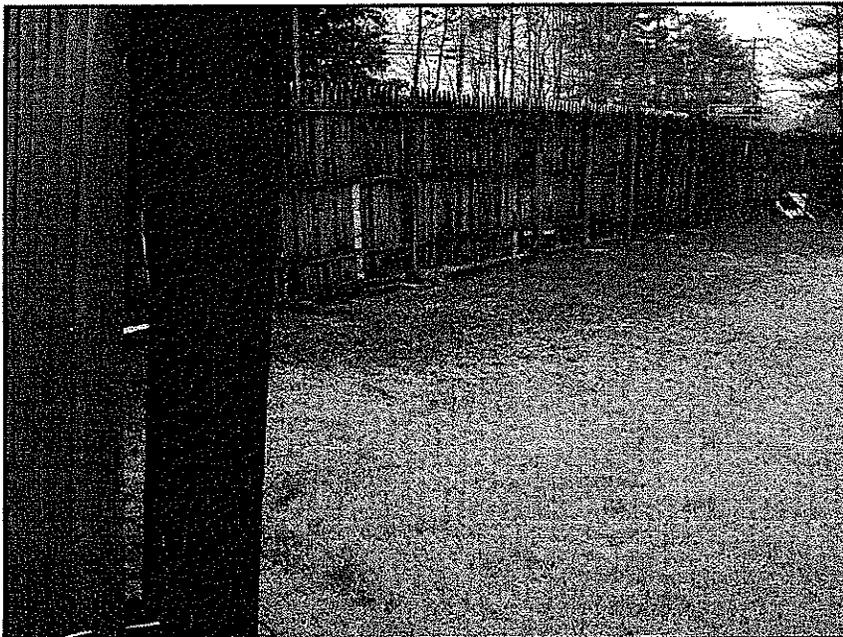


Northerly View of Taking Area (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Southerly View of Taking Area (Taken by ARC on 3/1/2012)



Southwesterly View of Taking Area (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Northerly View along Egg Harbor Road (Taken by ARC on 3/1/2012)



Southerly View along Egg Harbor Road (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Easterly View along Bently Drive (Taken by ARC on 3/1/2012)

Portion of Zoning Ordinance

ARTICLE XI. PR-1 Planned Residential One District

§ 285-53. Purpose.

A. It is the purpose of the PR-1 Planned Residential One District to permit single-family developments to be built on lands formerly zoned rural and designated in the Master Plan as R/L1, provided that additional design and performance criteria are met to the satisfaction of the Planning Board. After a tract of rural land has been granted rezoning to PR-1, the applicant may reduce the size of lots to the dimensions specified in this article. However, the total number of units permitted may not exceed 1.6 units per gross acre.

B. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre.

§ 285-54. Permitted and conditional uses.

In any PR-1 Planned Residential One District, land, buildings or premises shall be used by right only for one or more of the following:

- A. All uses permitted in the A Residence District.
- B. All conditional uses of the A Residence District, provided that the conditions set forth there under shall be complied with.
- C. Neighborhood retail commercial facilities, as permitted in the NC Commercial District, subject to the regulations of § 285-58.

§ 285-55. Accessory uses.

All accessory uses permitted in the A Residence District shall be allowed.

§ 285-56. Area and bulk regulations.

A. The following area and bulk regulations shall be followed for projects that are too small to generate the required amount of open space and active recreation facilities and acreage specified in the open space regulations of this article. Section 285-58 shall not be utilized for projects that are measured in accordance with the following regulations:

- (1) Minimum lot size for agricultural uses: 5 1/2 acres.
- (2) Minimum lot size for other uses: 23,000 square feet.
- (3) Maximum density per gross acre: 1.6 units.
- (4) Minimum lot width: 100 feet.
- (5) Minimum lot depth: 200 feet.
- (6) Maximum lot coverage: 20%.
- (7) Minimum front yard: 50 feet.
- (8) Minimum side yards: 15 feet each.
- (9) Minimum rear yard: 35 feet.
- (10) Maximum building height: 35 feet.

B. The following area and bulk regulations shall be followed for all other projects,

except that the density shall not exceed 1.6 units per acre, but only if the Planning Board approved the cluster concept:

- (1) Minimum lot size: 10,500 square feet.
- (2) Maximum density per gross acre: 1.6 units.
- (3) Minimum lot width: 80 feet.
- (4) Minimum lot depth: 125 feet.
- (5) Maximum lot coverage: 25%.
- (6) Minimum front yard: 30 feet.
- (7) Minimum side yards: 10 feet each.
- (8) Minimum rear yard: 30 feet.
- (9) Maximum building height: 35 feet.

C. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre in Subsections A and B of this section.

§ 285-57. Open space requirements.

- A. In order for a project to qualify for development under this article, the minimum open space and active recreation tract shall not be less than five acres.
- B. The open space and active recreation lands shall comply with all of the provisions of Article XXVIII, Open Space Regulations.

§ 285-58. Neighborhood commercial regulations.

- A. Neighborhood commercial centers may be permitted, at the discretion of the Planning Board, provided that each center is designed as an integral unit and does not exceed two acres for each 50 acres of total project development.
- B. No single commercial center shall exceed four acres in size.
- C. All commercial centers shall be located on major roads capable of supporting the anticipated traffic volumes.
- D. The traffic patterns associated with the commercial center shall not be detrimental to the residential character of the neighborhood.

§ 285-59. Reduction of lot sizes.

- A. Notwithstanding the above regulations, and only with the approval of the Planning Board, in any residential development no more than 10% of the lots may be reduced in size to not less than 7,500 square feet each, provided that the required original overall density is maintained for the entire project.
- B. Lots that are less than 10,500 square feet in size shall conform to the following regulations:
 - (1) Minimum lot width: 75 feet.
 - (2) Minimum lot depth: 100 feet.
 - (3) Maximum lot coverage: 30%.
 - (4) Minimum front yard: 20 feet.
 - (5) Minimum side yards: eight feet each.

(6) Minimum rear yard: 25 feet.

(7) Maximum building height: 35 feet.

C. All such lots shall not be grouped together contiguously, but shall be scattered throughout each development. The purpose of this stipulation is to promote design flexibility and creativity and to work with the natural constraints of the land without affecting the maximum permitted density. Accordingly, such lots should only be designed when standard lots of 10,500 square feet are not physically appropriate.

§ 285-60. Conditions prior to approval.

In order to qualify for increased densities, the following facts and conclusions shall be found by the Planning Board prior to approval of all residential developments permitted by this article:

- A. That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the standards established in this chapter for the applicable districts.
- B. That the proposals for maintenance and conservation of the common open space are reliable, and that the amount, location and purpose of the common open space are adequate.
- C. That provision, through the physical design of the proposed development, for public services, control over vehicular and pedestrian traffic and the amenities of light and air and recreation and visual enjoyment are adequate.
- D. That the proposed planned development will not have an adverse impact upon the area in which it is proposed to be established.
- E. In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
- F. That the project shall have service available within a reasonable distance for churches, schools and medical facilities.
- G. That retail service functions shall be available nearby.
- H. That the project shall have increased recreation facilities available.
- I. That the location of recreation facilities shall be centralized with easy access from all directions.
- J. That the active recreational facilities and open spaces shall be linked together with a unified pedestrian path system through the entire project that diminishes conflict with vehicular traffic.

- K. That the project shall be in conformance with the Master Plan.
- L. That all projects shall be located along major traffic arteries.
- M. That all projects shall be located near developments of similar densities.
- N. That the need to conserve natural features and sensitive land areas such as woods, floodplains and erodible soils must be demonstrated.

- O. That the opportunity to preserve agricultural lands may be a factor.
- P. That the project shall show an improved overall design concerning streets, lots and open space arrangements.
- Q. That a variety of housing designs shall add to the aesthetic appeal of the project.
- R. That pedestrian crossing points shall be completely designed for the ease and safety of pedestrian movements.
- S. That all proposed stormwater drainage basins or retention basins be surrounded by permanent fencing of a type and dimension specified by the Township Engineer, together with the landscaping in accordance with the specifications of the Township Engineer, for the purpose of reducing the health and safety hazards of such basins and improving the aesthetics of their appearance.

§ 285-61. Other regulations.

- A. There must exist approved public water and public sewer systems, which shall be available to each lot prior to the issuance of the building permit.
- B. All other applicable regulations of this chapter shall be followed as required.

ARTICLE VI. A Residence District

§ 285-23. Permitted uses.

In any A Residence District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Single-family detached house.
- B. Municipal tower, water storage tank, water reservoir, water pumping station and water treatment plant, provided that the architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
- C. Sewage lift station, water pumping station, underground transmission lines and gas regulator stations, subject to the following special requirements:
 - (1) There shall be no storage of materials and trucks and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - (2) The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
 - (3) Screening shall be developed as defined in this chapter. All plants not surviving one year after planting must be replaced.
- D. Model homes or sales offices within a subdivision, but only during the period necessary for the sale of new homes within such subdivision. Such uses shall not be considered a business use.
- E. Senior citizen housing in conformance with the single-family concept of this district.
- F. Flag-shaped lots, provided that these shall not have less than one-hundred-foot frontage at the required building setback line, and that no more than one flag lot shall be subdivided from a base lot, and that no two flag lots shall be contiguous to each

other.

§ 285-24. Conditional uses.

The following conditional uses may be authorized by the Planning Board, provided that applications conform to the following specifications and standards:

A. Agricultural uses, provided that:

- (1) The use will not injure or detract from the use of neighboring property.
- (2) The use will not detract from the character of the neighborhood.
- (3) The use of property adjacent to the area included in the plan is adequately safeguarded.
- (4) The property is suitable for the intended use.
- (5) The use will service the best interests of the Township.
- (6) The use will not adversely affect public sewers and facilities such as water, sewer, police and fire protection.
- (7) The use will not adversely affect the drainage facilities in the adjacent neighborhood.
- (8) Chemical and fertilizer usage and storage will not be detrimental to people, animals and plants and water in the neighborhood.
- (9) Accessory buildings will not adversely affect the character of the neighborhood.
- (10) The use shall meet the requirements of Article XXXIV, Farm Regulations.

B. Church, chapel, convent or similar religious institution, including rectory or parish house, provided that:

- (1) The coverage will not exceed 20%.

- (2) The site plan design shall not be detrimental to the neighborhood and side yards shall be not less than 20 feet each.
- (3) The lot depth and yard areas will conform to the standards set forth in this district, except as noted above.
- (4) The parking requirements shall be in accordance with all the regulations set forth in this chapter.

C. Professional and general offices, medical and legal offices, real estate and insurance offices. A residential use may be combined with any of the above uses in the same building, provided that the residential occupant is also the user of the office facilities. All of these conditional uses shall be subject to the following standards, which are in addition to any other standards for conditional uses set forth in other residential districts where such conditional uses are allowed by reference to the A Residence District:

- (1) Standards set forth in Subsection A(1) through (7) above.
- (2) All lots shall be directly adjacent to the roads listed below. Lots within the interior of a housing development shall not be considered for the conditional use.
Delsea Drive

Blackwood-Barnshoro Road, from County House Road to Delsea Drive
Egg Harbor Road
Fish Pond Road
Berlin-Cross Keys Road
Black Horse Pike
Woodbury-Turnersville Road
County House Road, between Hurffville-Grenloch Road and the Camden County line at Lakewood
Hurffville-Grenloch Road, from Delsea Drive to Hurffville Road
Grenloch-Selina Road
Hurffville-Cross Keys Road
Fries Mill Road
Williamstown-Blackwood Road
Glassboro-Cross Keys Road
Greentree Road, between Lantern Lane and Hurffville-Cross Keys Road
Ganttown Road, between the Black Horse Pike and Hurffville-Cross Keys Road

(3) Architectural standards set forth in § 285-108.

(4) There will not be any noise and lighting situations adversely affecting adjacent residential properties.

(5) A twenty-foot-wide setback shall be provided between any parking area and a property line, where such parking is directly adjacent to a preexisting residential dwelling or lot. Such setback shall be fenced and/or fully planted with a landscape buffer, as provided for in this chapter.

(6) The applicable area and bulk standards shall be as set forth for the zoning district where the property is located.

(7) One freestanding sign, not exceeding two square feet, is permitted. Facade signs are prohibited.

(8) For the conversion of an existing building, the plan submitted may be considered a minor site plan if so classified by the Planning Board. All plans for the construction of a new building will be considered major site plans.

(9) All buildings must have the front of the building facing the roads listed in Subsection C(2) above.

§ 285-25. Accessory uses.

Only the following accessory uses shall be permitted:

- A. Customary accessory residential uses, including private garages and utility sheds.
- B. Private swimming pools.
- C. Private greenhouses.
- D. Private gardens.

§ 285-26. Area and bulk regulations.

The following area and bulk regulations shall apply:

- A. Minimum lot size: 60,000 square feet.
- B. Minimum lot width: 150 feet.
- C. Minimum lot depth: 200 feet.
- D. Maximum lot coverage: 10%.
- E. Minimum front yard: 50 feet.
- F. Minimum side yards: 15 feet each.
- G. Minimum rear yards: 35 feet.
- H. Maximum building height: 35 feet.

§ 285-27. Other regulations.

All other applicable regulations of this chapter shall be followed as required.

ARTICLE XVII. NC Neighborhood Commercial District

§ 285-96. Permitted uses.

[Amended 3-8-2007 by Ord. No. 4-2007]

In any NC Neighborhood Commercial District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Administrative offices.
- B. Bakery.
- C. Bank.
- D. Barber and beauty shops.
- E. Bookstore and stationery store.
- F. Clothing.
- G. Drugstore.
- H. Dry cleaning and laundry pickup shops.
- I. Dry goods and notions stores.
- J. Finance and loan agencies.
- K. Food market.

- L. Gift shop and florist shop.
- M. Hardware and sporting goods stores.
- N. Jewelry store.
- O. Library and museums.
- P. Medical and dental offices.
- Q. Newspaper and magazine sales.
- R. Post office.
- S. Radio, television and music stores, sales and service.
- T. Real estate and similar professional office.
- U. Restaurant, provided that no restaurant or similar use shall be conducted as a drive-

in service establishment or refreshment stand, sometimes called snack bar, dairy bar, hamburger stand or hot dog stand, where customers and patrons are served food and/or drinks for immediate consumption outside the building in which the business is conducted.

V. Self-service laundry.

W. Shoe store and repair.

X. Tailor and dressmaker shops.

Y. One apartment unit, provided that such use is in conjunction with the main business use, such as living quarters for a watchman. Such apartment shall be located above the main floors or in the rear of the business structure. An additional two parking spaces shall be provided for such apartment unit.

§ 285-97. Accessory uses.

Only accessory uses on the same lot with, and customarily incidental to, any of the above permitted uses shall be permitted.

§ 285-98. Area and bulk regulations.

The following area and bulk regulations shall apply:

A. Minimum lot size: 13,500 square feet.

B. Minimum lot width: 100 feet.

C. Minimum lot depth: 135 feet.

D. Maximum lot coverage: 35%.

E. Minimum front yard: 50 feet from all streets.

F. Side yards: 20 feet aggregate total with a minimum of eight feet, provided that when a written agreement is provided by adjoining property owners, no side yard shall be required between properties of separate ownership where two or more commercial uses abut side to side. In case of a series of abutting structures paralleling a public right-of-way, an open and unobstructed passage of at least 30 feet in width shall be provided at grade level at intervals of not more than 200 feet.

G. Minimum rear yard: 35 feet.

H. Maximum building height: 25 feet.

I. Maximum floor area: 20,000 square feet. [Added 3-8-2007 by Ord. No. 4-2007]

§ 285-99. Other regulations.

A. There must exist approved public water and public sewer systems, which shall be available to each unit prior to the issuance of the building permits.

B. All other applicable regulations of this chapter shall be followed as required.

C. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept.

D. The buildings, sizes, shapes, site positions and architectural design shall be considered along with the landscape and natural features.

Copy of Deed

#5834



Block: 27339 Page: 002 Page: 4
James H. Housh Gloucester County Clerk
Rec'd: 26625 02/24/26 P.M. 05/03/2007
Recording Fee: \$70.00 DE 4379 56

Deed - Quidam

Ind. or Corp. - Plain Language

Prepared by:

Ronald De Simone
RONALD DeSIMONE, ESQUIRE

DEED

Consideration: \$1.00 Eject Code: E
Sales Tax: \$0.00 SL: \$0.00
N.P.H.R.F.: \$0.00 P.H.P.F.A.: \$0.00
E.A.A.: \$0.00 Gen Prop: \$0.00
C.M.I.: \$0.00 REALTY TOTAL: \$0.00

This Deed is made on April 25, 2007,

BETWEEN TAMMIE GRIFFIN

whose address is 2 Bentley Drive, Sewell, New Jersey, referred to as the Grantor

AND CALEB CARTER

whose post office address is 2 Bentley Drive, Sewell, New Jersey, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Washington Township
Block 54-A Lot No. 1 Account No.

No property tax identification number is available on the date of this Deed.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Washington, County of Gloucester and State of New Jersey. The legal description is:

ALL THAT certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Township of Washington, County of Gloucester, State of New Jersey:

BEGINNING at a point in the Southeasterly line of Bentley Drive, said point being in the division line between Lots 1 and 2 on the Block and Plan hereinafter mentioned; and runs thence

(1) North 62 degrees 20 minutes 23 seconds East, along said line of Bentley Drive, 92.20 feet to a point of curve; thence

(2) Southeastwardly, along the arc of a curve to the right, radius 20 feet, the arc distance of 30.01 feet to a point of tangency in the Southwesterly line of Egg Harbor Road; thence

(3) South 331 degrees 40 minutes 45 seconds East, along same, 131.74 feet to the line of lands now or formerly of Clifton J. Schneider; thence

(4) South 62 degrees 20 minutes 23 seconds West, along same, 121.36 feet to the division line between Lots 1 and 2; thence

(5) North 27 degrees 39 minutes 37 seconds West, along same, 150.01 feet to the place of beginning.

BEING Lot 1, Block 54-A of Section 12, "Wedgewood", filed March 6, 1974, as Map No. 6-26.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.86, P.L. 2004)

GTRFEP-3
 (2-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s) Eamile Griffin
 Current Resident Address: 3536 Princeton Ave
 Street: 2 Brentley Drive, Sewell, NJ 08080
 City, Town, Post Office Phila. Pa. 19104 State Zip Code

PROPERTY INFORMATION (Brief Property Description)

Block(s) 54-A Lot(s) 1 Qualifier
 Street Address: 2 Brentley Drive, Sewell, NJ 08080
 City, Town, Post Office State Zip Code
 Seller's Percentage of Ownership 100% Consideration \$1.00 Closing Date 4/25/07
100% 5/02 4/25/07

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq, and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have executed this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

Date April 25, 2007 Signature Eamile Griffin
(Seller) Please Indicate if Power of Attorney or Attorney in Fact
 Date _____ Signature _____
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

COMMONLY known as 2 Brentley Drive, Sewell, New Jersey 08080 (Mailing Address)

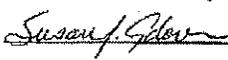
FOR INFORMATION ONLY: Also known as Lot 1 in Block 54.01 on the Township of Washington Tax Map.

BEING the same lands and premises which became vested in Tammie Griffin by Deed from Carlo W. Waters and Donna M. Waters, husband and wife dated September 18, 1995, recorded September 21, 1995 in Deed Book 2577, Page 216.

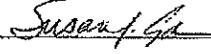
Type of Deed. This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witnessed or Attested by:

 _____  _____ (Seal)
TAMMIE GRIFFIN

STATE OF NEW JERSEY, COUNTY OF *CAMDEN* SS:
I CERTIFY that on April 25, 2007, TAMMIE GRIFFIN personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid
for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

 _____

Susan J. Crown
Notary Public of New Jersey
MY COMMISSION EXPIRES JULY 08, 2007

STP-1 (Rev. 2/2002) STATE OF NEW JERSEY
 MUST BE FILLED IN ALL CAPS AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
 (Chapter 40, P.L. 1998, as amended through Chapter 22, P.L. 2001 IN L.I.A. 46:15-6 et seq.)
 BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.
 STATE OF NEW JERSEY

COUNTY Camden } SS. County Municipal Code 0818
 MUNICIPALITY OF PROPERTY LOCATION Washington Twp. Use symbol "C" to indicate lot(s) to be exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
 Deponent, Tammi Griffin being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor in a deed dated 4/25/07 transferring real property identified as Block number 54-A Lot number 1 located at 2 Brantley Drive, Twp. of Washington and annexed thereto.

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)
 (3) Property transferred to Class 4A 4B 4C (check one). If property transferred to Class 4A, calculation in Section 2A below is required.

(4) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:
 (See Instructions #3A and #7 on reverse side)
 Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
 $\frac{\$}{\$} = \frac{\%}{\%}$
 If Director's Ratio is less than 100%, the equalized valuation will be 5% amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(5) FULL EXEMPTION FROM GEE (See Instructions #8 on reverse side)
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 26, P.L. 1994, as amended through C. 55, P.L. 2004, for the following reason(s). More reference to respective statute is insufficient. Explain in detail.
consideration of less than \$100.00

(6) PARTIAL EXEMPTION FROM GEE (See Instructions #9 on reverse side)
 NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent states that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 17B, P.L. 1975; C. 119, P.L. 2004, and C. 68, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN (Grantor(s) 62 years of age or over. * (See Instructions #9 on reverse side for A or B)
 B. ELDERLY PERSON (Grantor(s) Age 65 or over)
 C. DISABLED PERSON (Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed
 Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owns as joint tenants and all qualify.
 IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instructions #10 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(7) NEW CONSTRUCTION (See Instructions #12, #16 and #17 on reverse side)
 Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at the top of the final page of the deed.

(8) Deponent makes this Affidavit in front a county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 40, P.L. 1998, as amended through Chapter 22, P.L. 2001.

Submitted and sworn to before me
 on 25 day of April, 2007
Scott J. Colvin Notary Public of New Jersey
 My Commission Expires 01/08/2007

Signature of Deponent Tammi Griffin
 2 Brantley Drive
 Camden, NJ 08100
 Deponent Address
 Signature of Seller OTL Title Ins. Agency, Inc.
 Notary/County of Secretary Office

FOR OFFICIAL USE ONLY
 Instrument Number _____ Date _____ Page _____
 Deed Number _____ Date Recorded _____
 Deed Book _____

FOR OFFICIAL USE ONLY
 Instrument Number _____ Date _____ Page _____
 Deed Number _____ Date Recorded _____
 Deed Book _____

UNION, NJ 07093-0228
 ATTENTION: REALTY TRANSFER FEE UNIT
 PD 08-254
 The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to obtain a copy of this Affidavit, visit the website of the Department of the Treasury at www.state.nj.us/treasury.

Copy of Proposed Deed for Easement

PREPARED BY: August E. Knestaut, Esquire

Block 54.01, Lot 1 Washington CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Caleb Carter

Whose post office address is 2 Denby Drive, SEWELL, NJ 08088, hereinafter called "Grantor",

in the invoice for the simple of certain lands and premises over which this easement passes, and in consideration of the sum of ... DOLLARS and ... CENTS (\$...), and after 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 1 North Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and assigns, 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 assigns, and shall inure to the benefit of the County, its successors, successors in title and assigns and assigns. 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-18, including specifically all the land and premises located at about Station 228+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 54.01, Lot 1 (RE-18), showing Existing Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester; Contract No 06-01 FA, dated July 2011, prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at a point of tangency in the existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured southwesterly from and at right angles to the centerline of Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 228+28.09 and running thence;

- 1. S 31° 33' 24" E (calculated), 131.74 feet (calculated), to a point, along said existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), and the division line of Lot 5 of Block 54 and Lot 1 of Block 54.01, said point being 33.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 228+59.63, thence;
2. S 62° 28' 30" W (calculated), 8.02 feet (calculated), along said division line of Lot 5 of Block 54 and Lot 1 of Block 54.01, to a point, in the proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 43.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 229+59.27, thence;
3. N 31° 33' 24" W (calculated), 131.74 feet (calculated), to a point of curvature, along said proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 43.00 feet, measured southwesterly from and at right angles in Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 228+27.57, thence;
4. Along a curve bearing to the left having a Radius of 20.00 feet (calculated), and an Arc Distance of 30.01 feet (calculated), still along said proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), to a point of tangency in the existing southeasterly right-of-way line of Denby Drive, said point being 25.00 feet, measured southeasterly from and at right angles to Denby Drive, Right of Way Baseline at Station 14+06.04, thence;
5. N 62° 28' 59" E (calculated), 8.02 feet (calculated), to a point of curvature, along said existing southeasterly right-of-way line of Denby Drive, said point being 25.00 feet, measured southeasterly from and at right angles to Denby Drive, Right of Way Baseline at Station 14+74.10, thence;
6. Along a curve bearing to the right having a Radius of 20.00 feet (calculated), and an Arc Distance of 30.01 feet (calculated), to the point and place of beginning.

CONTAINING: 1,203 square feet more or less.

Being part of Lot 1 in Block 54.01 on the current tax map of the Township of Washington.

SUBJECT, however, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

TOGETHER WITH the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

ALSO BEING part of the same lands and premises vested in Caleb Carter by deed from Tammi Griffin, dated 04/25/07 and recorded 05/03/07 in Book 4379 of Deeds, pages 56 & c. in the Office of the Gloucester County Clerk.

In Witness Whereof, the Grantor hereunto set his/her hand and seal on this _____ day of _____, 2011. If the Grantor is a corporation, the proper corporate officer has signed herein and has caused its proper corporate seal to be affixed.

Witness:

_____, BY: _____, grantor
_____, BY: _____, grantor

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

BE IT REMEMBERED, that on this _____ day of _____, 2011, personally came before me, the Notary, _____ and I am satisfied that he/she/they is/are the person(s) who signed the within instrument, that he/she/they acknowledged that he/she/they signed, sealed and delivered the same as the voluntary act and deed of the corporation.

Notary

ROAD EASEMENT

Dated: _____, 2011

Caleb Carter

To

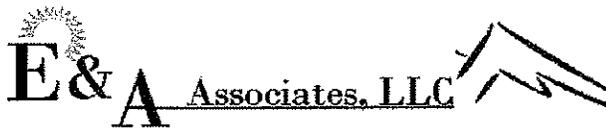
County of Gloucester

Record and Return to:

CLERK OF THE BOARD
Gloucester County Freeholders' Office
1 N. Broad Street
Woodbury, NJ 08096

Copy of Certified Letter

Albert R. Crosby, CTA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

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

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

February 7, 2012

Caleb Carter
2 Bently Drive
Sewell, NJ 08080

**Re: Property Acquisition Appraisal
Block 54.01, Lot 1
2 Bently Drive
Washington Township, Gloucester County, New Jersey**

To Whom it may concern:

Our firm has been engaged by the County of Gloucester Engineering Department to determine the fair market value of your property for a partial taking. The appraisal will be used by the County of Gloucester to provide just compensation for the proposed taking area.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

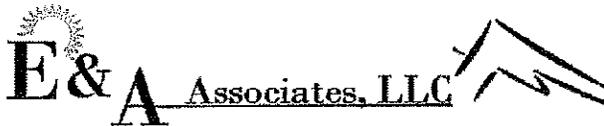
We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

Please contact Al Crosby either by phone at (609) 922-4815 or email (albertcrosby@comcast.net) to coordinate an inspection appointment as soon as possible.

Sincerely,
E & A Associates, LLC

Albert R. Crosby, CTA
NJ SCGREA #42RG00222000

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature <i>C. Carter</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Caleb Carter 2 Bently Drive Sewell, NJ 08080</p>	<p>SEWELL NJ FEB 10 2012</p> <p>J. 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. K. Restricted Delivery? (extra fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7010 0780 0000 3388 2692</p>	
<p>PS Form 3811, February 2014 Domestic Return Receipt 100535-02-M-1840</p>	



Albert R. Crosby, CTA, NJ SCGREA*

109 Appaloosa Way
Sewell, New Jersey 08080

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

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

Property Appraisal Exhibit Request

Please provide any of the following information that is applicable and available. We are in need of these exhibits for our analysis.

- 1) Copy of most recent Deed
- 2) Provide the Agreement of Sale, Deed, and/or settlement sheet for your acquisition of the property if made within the past 5 years.
- 3) Information on any Purchase Offers that have been made on the property during the past three years and if the property is currently for sale.
- 4) Full scale copy of subdivision plans
- 5) Copy of any approvals received to date from local, county, or other governing authorities.
- 6) Any other information that you believe should be considered in the appraisal of this property.

Please forward a copy of any of the above applicable items to:

E & A Associates
109 Appaloosa Way
Sewell, NJ 08080

You could also fax a copy of any of the above to 856-582-4711.

Qualifications of

Albert R Crosby, Jr., CTA

Professional Position

Principal of the company E & A Associates, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates. The firm concentrates its work throughout the State of New Jersey.

I have a B.S. in Accounting from Elon University and extensive experience and knowledge of the Southern New Jersey Region including but not limited to Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties.

Senior Appraiser with Insight Appraisal Group, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates.

Professional Affiliations & Licenses

Certified General Appraiser (#42RG-00222000), State of New Jersey

Certified Tax Assessor (CTA), State of New Jersey

Associate Member of the Appraisal Institute

Professional Experience

8/07 – Present Senior Appraiser with Insight Appraisal Group in Washington Township, New Jersey

2/03 – 7/07 Researcher and Analyst with the firm of J. McHale & Associates, Inc. in Mt. Laurel, New Jersey

Education

B.S., Accounting, Elon University, Elon College, North Carolina

Profession Related Courses & Seminars

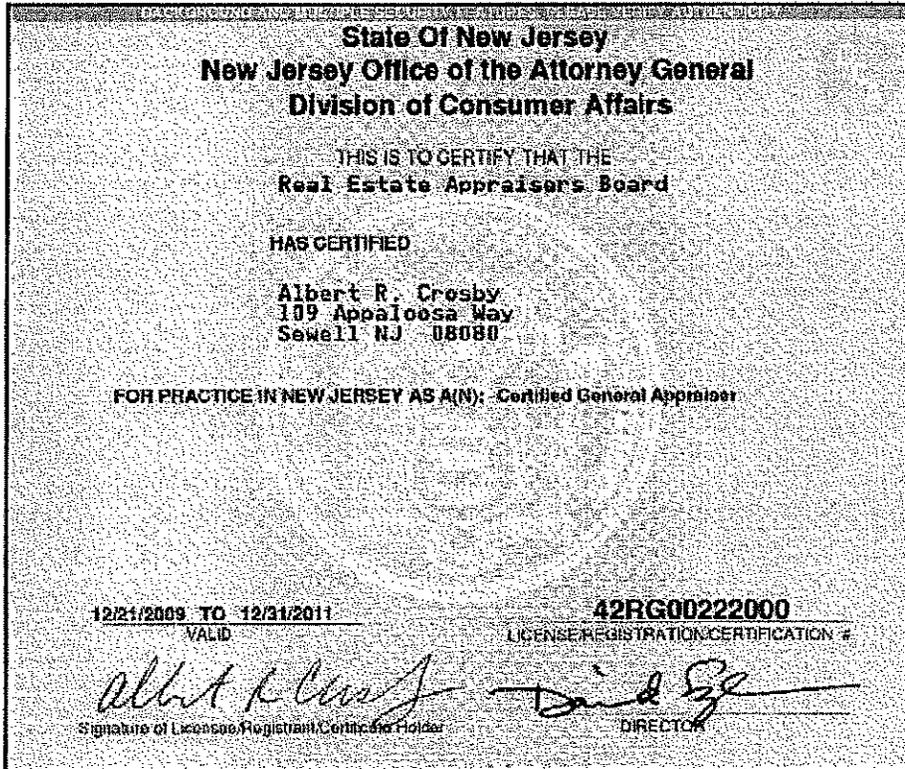
November 2010	Report Writing, Appraisal Institute
December 2009	Advanced Applications, Appraisal Institute
May 2007	General Market Analysis/Highest & Best Use, Appraisal Institute
November 2005	Advanced Sales Comparison & Cost Approaches, Appraisal Institute
January 2005	Advanced Income Capitalization, Appraisal Institute
October 2005	15-Hour National USPAP, Appraisal Institute
March 2004	Basic Income Capitalization, Appraisal Institute
May 2003	Appraisal Procedures, Appraisal Institute

March 2003

Appraisal Principles, Appraisal Institute

Other

Acting Board Member of a local non-profit serving the needs of the physically and mentally disabled.



B9

RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT ACROSS A PART OF THE REAL PROPERTY OF REGINA M. PAKRADOONI KNOWN AS BLOCK 194.30, LOT 3, IN WASHINGTON TOWNSHIP FOR ENGINEERING PROJECT #06-01FA FOR THE AMOUNT OF \$10,600.00, AND THE DISMISSAL OF THE CONDEMNATION ACTION FILED REGARDING THE SAID ACQUISITION

WHEREAS, a part of certain lands and premises located at 108 Raymond Drive, in Washington Township, being known as Block 194.30, Lot 3 on the Washington Township Tax Map (hereinafter the "Property"), and owned by Regina M. Pakradooni (hereinafter "Pakradooni"), is needed by the County of Gloucester (hereinafter the "County") 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 that a Road Easement across a portion of the Property is needed in order to undertake the Project; and

WHEREAS, a Resolution was previously adopted by the Freeholder Board on August 22, 2012, which authorized acquisition, including condemnation if necessary, of the required Road Easement across a part of the Property for Seven Thousand Eight Hundred and Ten Dollars and Zero Cents (\$7,810.00); and

WHEREAS, a condemnation action was filed by the County in the Superior Court of New Jersey to acquire the Road Easement across the Property for its appraised value of Ten Thousand Six Hundred Dollars and Zero Cents (\$10,600.00) on September 7, 2012, since negotiations to acquire same had reached an impasse; and

WHEREAS, subsequent to the condemnation proceeding having been filed by the County, further negotiations for the Road Easement with Pakradooni ensued; whereby, Pakradooni agreed to convey the required Road Easement to the County for and in consideration of the payment of Ten Thousand Six Hundred Dollars and Zero Cents (\$10,600.00), which is the appraised value of the said easement, and dismissal of the condemnation action filed by the County; and

WHEREAS, the County has determined that a fair price to pay to acquire the said Road Easement, and to thereby settle the condemnation action by and through dismissal of same, would be \$10,600.00, as such payment and dismissal will allow for the County to avoid incurring the additional time, cost and expense that will be required to pursue to a conclusion the condemnation, including, but not limited to, Commissioners fees and expenses, and additional appraisal expert fees and expenses; and

WHEREAS, it is in the best interest of the County to acquire the Road Easement now, and to dismiss the condemnation proceeding; as same will avoid the additional costs and expenses that will be incurred by the County to see the condemnation through to a conclusion; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the said Road Easement in the amount of \$10,600.00, pursuant to C.A.F. #12-08047, 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 a Road Easement across a part of the Property owned by Pakradooni, as needed for the Project, and to pay therefore, the total amount of Ten THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$10,600.00); and

BE IT FURTHER RESOLVED, that the County be, and hereby is, authorized to dismiss the condemnation action filed in the Superior Court of New Jersey with the County as the Plaintiff under Docket No. GLO-L-1313-12 (hereinafter the "Condemnation"), once the Road Easement has been acquired; and

BE IT FURTHER RESOLVED, that County Counsel, and any Assistant County Counsel, 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, and to dismiss the Condemnation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 19, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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