

**MINUTES**

7:30 p.m. Wednesday, December 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

Approval of the regular minutes from November 20, 2012.

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

Comments: N/A

47101 Proclamation honoring Ginsey Home Solutions on their Grand Opening/Ribbon cutting ceremony for their new manufacturing head quarters in Logan Township/ Gloucester County (previously presented) (Simmons).

47102 Proclamation in Recognition of Jerry Frecon Upon His Retirement (to be presented at a later date) (Taliaferro).

**PUBLIC HEARING**

**47103 ORDINANCE AMENDING AN ORDINANCE REGULATING PARKING AT COUNTY PARKING LOTS TO INCLUDE REGULATIONS FOR PARKING AT LOT U, HUNTER STREET PARKING GARAGE, WOODBURY.** The regulation of parking at the various County-owned parking lots throughout the County is controlled by ordinance. The regulations pertaining to each specific parking lot are contained in Schedule "A" of the ordinance. This Resolution will provide for the regulation of the Hunter Street Parking Garage next to the Gloucester County Justice Complex, designated as Lot U. Parking at Lot U is open to the general public, except for the separate section of the garage having access from Broad Street driveway and the driveway itself, access to both of which will be restricted to official use by the County and the Gloucester County Courts. The Ordinance was introduced and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on November 20, 2012. A copy of Ordinance has been posted on the bulletin board in the Gloucester County Courthouse and copies have been made available at the Clerk of the Board's Office for any members of the general public who have requested copies. In addition, the Ordinance was published in its entirety in the County's official newspaper, The Gloucester County Times, which publication was made on November 29, 2012. The purpose of this item is to adopt said ordinance on second reading to include regulations for parking at Lot U, Hunter Street Parking Garage in Woodbury, New Jersey.

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

**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

**INTRODUCTION**

**47104 AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY RATIFYING AND APPROVING THE EXTENSION OF THE PREVIOUSLY APPROVED GUARANTY OF THE COUNTY TO INCLUDE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013 IN THE AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$29,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE REFUNDING OF UP TO ALL OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING COUNTY GUARANTEED LEASE REVENUE BONDS, SERIES A OF 2005, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.**

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

Comments: N/A

**INTRODUCTION**

**47105 AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A TENTH AMENDMENT TO LEASE PURCHASE AGREEMENT, TENTH AMENDMENT TO GROUND LEASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.**

	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 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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**47106 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

**47107 RESOLUTION AUTHORIZING 2012 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER.**

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

Comments: N/A

**47108 RESOLUTION AUTHORIZING RENEWAL MEMBERSHIP TO THE NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND.**

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

Comments: N/A

**47109 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENTS WITH THE BOROUGH OF CLAYTON, EAST GREENWICH TOWNSHIP, TOWNSHIP OF MANTUA, BOROUGH OF PITMAN, TOWNSHIP OF WASHINGTON AND BOROUGH OF WESTVILLE FOR ASSESSMENT SERVICES.**

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

Comments: N/A

**47110 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY UTILITIES AUTHORITY .**

	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**

**47111 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE ADULT LITERACY/GED SERVICES IN AN AMOUNT NOT TO EXCEED \$165,800.00 FROM DECEMBER 1, 2012 THROUGH NOVEMBER 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

**47112 RESOLUTION AUTHORIZING AGREEMENT NO. 13-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$67,535.00 FOR THE FISCAL YEAR 2013 TRANSPORTATION SYSTEMS PLANNING AND IMPLEMENTATION PROGRAM GRANT.**

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

Comments: N/A

**47113 RESOLUTION ENDORSING THE REPORT AND FINDINGS BY THE COUNTY ENGINEER REGARDING THE INCOMPLETE COUNTY ROAD IMPROVEMENTS TO COUNTY ROUTE 664 UNDER PERMIT # 008-205 AND COUNTY PLANNING BOARD SITE PLAN CODE # EG-0450A; AND CONFIRMING THAT THE SAID IMPROVEMENTS HAVE NOT BEEN APPROVED OR ACCEPTED BY THE COUNTY, SO THAT AUTHORIZATION IS GIVEN TO DRAW DOWN ON THE IRREVOCABLE STAND-BY LETTER OF CREDIT (PERFORMANCE) POSTED AS A CONDITION OF THE PERMIT AND/OR APPROVAL.**

	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**

**47114 RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH NJ TRANSIT IN REGARD TO SERVICES AS AN ASSESSMENT AGENCY.**

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

Comments: N/A

**47115 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH MARYVILLE, INC., TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$6,000.00.**

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

Comments: N/A

**47116 RESOLUTION AUTHORIZING APPLICATION FOR THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF ADDICTION SERVICES, FOR AN AMOUNT NOT TO EXCEED \$663,545.00, FROM JANUARY 1, 2013 TO DECEMBER 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

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**47117 RESOLUTION MODIFYING CONTRACT WITH NAP, INC. T/A MAYFAIR TO INCREASE THE CONTRACT FOR AN AMOUNT NOT TO EXCEED \$100,000.00.**

	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**

**47118 RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$181,367.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 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

**47119 RESOLUTION AUTHORIZING GRANT APPLICATION TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM/WITNESS ADVOCACY FOR THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT, IN THE AMOUNT OF \$89,881.00, FROM OCTOBER 1, 2012 TO SEPTEMBER 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

**47120 RESOLUTION TO REVISE THE SURROGATE'S FIVE YEAR PLAN TO REFLECT THE ACCELERATION OF THE STATE OF NEW JERSEY'S GUARDIANSHIP MONITORING PROGRAM.**

	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 PARKS & LAND  
PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**47121 RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT OF SALE FOR THE ACQUISITION OF A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF FRED CAVALLARO, JR., LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 801, LOTS 56 AND 58, CONSISTING OF 61.539 ACRES, INCREASING THE AMOUNT \$660.00, FOR A TOTAL AMOUNT OF \$615,390.00.**

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

Comments: N/A

**47122 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF SAMUEL ARTHUR AYLING AND RICHARD ALAN AYLING, LOCATED IN THE TOWNSHIP OF WASHINGTON, KNOWN AS BLOCK 82.21, LOT 28, CONSISTING OF APPROXIMATELY 35.42 ACRES, FOR THE AMOUNT OF \$793,408.00.**

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 8:53 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

**RECOGNIZING GLOUCESTER COUNTY 4-H EQUESTRIAN TEAM  
2012 OVERALL GRAND CHAMPION – GAMES DIVISION  
OVERALL RESERVE CHAMPIONS – DRESSAGE, ENGLISH & WESTERN DIVISION**

*WHEREAS, the Gloucester County 4-H Equestrian Team at the New Jersey State 4-H Championship Horse Show held at the Horse Park of New Jersey on August 24, 25 and 26, through hard work and dedication, team members received many individual accomplishments in the Games, Dressage, English and Western divisions and Very Small Equine (miniature horse) classes with the combined efforts of team members earning titles of 2012 Overall Grand Champion in the Games Division and Overall Reserve Champions in the Dressage, English and Western Divisions; and*

*WHEREAS, the 2012 team members are Rachel Alotto, Samantha Barnhart, Corrine Brown, Lilly Cody, Haley Donahue, Tierney Donahue, Cecilia Floyd, Shawna Fowler, Kaitlyn Grexa, Glaudia Harding, Clay Harp, Casey Holscher, Angela Howard, Morgan Jarrett, Kimberly Johnson, Katelyn Kizitaff, Brandi Leach, Victoria Lombardi, Pearl Metcalf, Alexis Myers, Brianna Penders, Brooke Rattay, Lauren Rice, Sarah ryan, Sabrina Sacco, Brianne Sgorlon, Emily Sheridan, Brooke Suydam, Lauren Szybiak, Justine Thomas, Alyssa Ungrue, Lauren Vasko, Felicia Weaver, Cassidy Weyman, Molly Worek and Emily Wren; and*

*WHEREAS, Angela Howard was awarded the Gerry Leonarski “Making the Best Better” Senior Memorial Award representative based on overall accomplishments in the horse program area, demonstrated leadership, community service, and achievements as well-rounded young adults; and*

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr. , Heather Simmons, Adam J. Taliaferro, and Larry Wallace do hereby congratulate and recognize the Gloucester County 4-H Equestrian Team on their outstanding achievements.

**IN WITNESS WHEREOF**, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7<sup>th</sup> day of November, 2012.

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

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

\_\_\_\_\_  
*Lyman Barnes*  
Freeholder

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

\_\_\_\_\_  
*Heather Simmons*  
Freeholder

\_\_\_\_\_  
*Adam J. Taliaferro*  
Freeholder

\_\_\_\_\_  
*Larry Wallace*  
Freeholder

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

## In Recognition Of Joshua Baron Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Joshua Baron** on his achievements as a member of the Boy Scouts of America, Troop 81; and

WHEREAS, **Joshua** joined the Cub Scouts Pack at age 6 and progressed through the ranks achieving Star on May 4, 2009, Life, on December 14, 2009 and has distinguished himself by earning the "*Rank of Eagle Scout*", the highest award offered by the Boy Scouts of America, on September 24, 2012; and

WHEREAS, **Joshua** has earned 25 Merit Badges, of which 21 are required for his Eagle Scout Ranking. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of, Assistant Patrol Leader, Assistant Senior Patrol Leader, Instructor, and Librarian. **Joshua** is also a member of the Order of Arrow Te'Kening Lodge of SNJ Council; and

WHEREAS, **Joshua's** main interest is Camping and Backpacking with over 30 camping trips, along with attending several weeklong Scouting trips in the summer. **Joshua's** other interests include Fishing, Archery and Shooting. He has participated in multiple volunteer projects over his years as a Scout which include, Food Banks, Community Centers, Women's Groups, Flag Ceremonies and Brotherhood Weekends; and

WHEREAS, **Joshua** exhibited his commitment to public service by selecting as his Eagle Scout project the refurbishment of the picnic area at the Semper Fi Detachment in Wenonah. **Joshua** led many volunteers in restoring eight picnic tables to almost new condition; they removed all rotted wood, sanded, replaced with new materials and painted each table. Additionally they cleaned up the picnic area and built a berm at the corner of the property. Fencing, plants, and shrubs were added to protect the berm; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize Joshua Baron for his leadership, personal achievements and dedicated service to his community.**

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of December, 2012.

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

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

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

**~In Recognition of~  
Eileen Abbott  
For 26 Years of Service on the  
Washington Township Board of Education**

**WHEREAS, Eileen Abbott** has provided 26 years of service through her participation and leadership on the Washington Township Board of Education; and

**WHEREAS,** school board members are elected to safeguard the public trust within their communities with regard to meeting the community's expectations and aspirations for public education while providing guardianship and wise expenditure of tax dollars; and

**WHEREAS,** during her tenure from 1983 to 1986 and again from 1989 to 2012, **Mrs. Abbott** served as President of the Board eight times providing leadership that ensured a clear, shared vision for the education of all Washington Township students; and

**WHEREAS,** over the years, **Mrs. Abbott** played an integral role in the effective operation of the school district as it grew to include additions to five Elementary Schools and the construction of three Middle Schools and a High School Core Center; and

**WHEREAS, Mrs. Abbott** has been a guiding force in building the district's Special Needs Program and supporting the 21<sup>st</sup> century infusion of technology into the district's curriculum; and

**WHEREAS, Mrs. Abbott's** interest in education and in the students of the Washington Township School District has never diminished. She will be remembered as a woman of principle who possesses tremendous enthusiasm and support for the district and the diverse student population it serves;

**NOW THEREFORE, BE IT PROCLAIMED,** that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize Eileen Abbott for her professional and personal dedication to the Washington Township Board of Education.**

**IN WITNESS WHEREOF,** the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 10th day of December, 2012.

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

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

\_\_\_\_\_  
**Lyman Barnes**  
Freeholder

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

\_\_\_\_\_  
**Heather Simmons**  
Freeholder

\_\_\_\_\_  
**Adam J. Taliaferro**  
Freeholder

\_\_\_\_\_  
**Larry Wallace**  
Freeholder

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

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE \_\_\_\_\_

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AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY RATIFYING AND APPROVING THE EXTENSION OF THE PREVIOUSLY APPROVED GUARANTY OF THE COUNTY TO INCLUDE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013 IN THE AGGREGATE PRINCIPAL AMOUNT NOT-TO-EXCEED \$29,000,000 TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE REFUNDING OF UP TO ALL OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING COUNTY GUARANTEED LEASE REVENUE BONDS, SERIES A OF 2005, AND FOR THE PURPOSE OF PROVIDING ADDITIONAL SECURITY FOR THE PAYMENT OF SAID BONDS; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

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BACKGROUND

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Act, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:37A-44 et seq.*) ("Act"); and

WHEREAS, the Authority is authorized, pursuant to the Act, to provide financing for the provision of public facilities (as defined in the Act) for use by local government units, including the County and municipalities within the County; and

WHEREAS, on November 23, 1999, in accordance with the provisions of the Act and, specifically, Section 37 thereof, the Board of the County finally adopted a guaranty ordinance ("Original County Guaranty") which provided for the guaranty by the County of the timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$21,000,000 for or with respect to: (i) the completion of Phase I of the Gloucester County College Master Plan at the Gloucester County College Campus in Washington Township, in the County; (ii) the acquisition of approximately 280 acres of real property bordered by Delsea Drive and Pennsylvania Avenue in the Township of Franklin, in the County, together with the renovation of various facilities on said site and the installation of equipment and completion of various improvements for use as a park and recreational facility; (iii) Phase I of the County Court Facilities Project, in the City of Woodbury, in the County; and (iv) the completion of such other improvements and work and acquisition of equipment and materials as may be necessary or appropriate for the completion of the capital improvements described above, all as more particularly set forth in the Project Description and Cost Estimate prepared in connection therewith and filed in the offices of the County and the Authority (collectively, the "1999 Project"); and

WHEREAS, on December 15, 1999, the Authority issued its (i) \$8,120,000 County Guaranteed Lease Revenue Bonds, Series A of 1999 ("Series 1999A Bonds"); (ii) \$4,020,000 County Guaranteed Lease Revenue Bonds, Series B of 1999 ("Series 1999B Bonds"); and (iii) \$8,635,000 County Guaranteed Lease Revenue Bonds, Series C of 1999 ("Series 1999C Bonds") and together with the Series 1999A Bonds and the Series 1999B Bonds, the "Series 1999 Bonds"), the proceeds of which were used to provide permanent financing for the 1999 Project; and

**WHEREAS**, the Series 1999 Bonds are entitled to the benefit of the Original County Guaranty; and

**WHEREAS**, on April 26, 2000, in accordance with the provisions of the Act and, specifically, Section 37 thereof, the Board of the County finally adopted a guaranty ordinance amending the Original County Guaranty ("First Amended County Guaranty") to provide for the guaranty by the County of the timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$7,000,000 for, or with respect to, the construction of certain additional infrastructure improvements to complete Phase I of the County Court Facilities Project, as more particularly set forth in the Project Description and Cost Estimate prepared in connection therewith and on file in the offices of the County and the Authority ("2000A Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project and the 2000A Project guaranteed by the County was increased to an aggregate amount of \$28,000,000; and

**WHEREAS**, on June 7, 2000, the Authority issued its \$6,600,000 County Guaranteed Lease Revenue Bonds, Series A of 2000 ("Series 2000A Bonds"), the proceeds of which were used to provide permanent financing for the 2000A Project; and

**WHEREAS**, the Series 2000A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty; and

**WHEREAS**, on December 21, 2000, the Authority, at the request of the County, adopted a resolution authorizing the substitution of approximately 1,661.39 acres of land located in Logan Township, Gloucester County, New Jersey ("New Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto (collectively, the "New 1999B Equipment and Improvements") for the approximately 280 acres of land located in Franklin Township, Gloucester County, New Jersey ("Original Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto previously authorized to be financed with the proceeds of the Series 1999B Bonds; and

**WHEREAS**, in connection with the substitution of the New 1999B Equipment and Improvements, the Authority (i) prepared an Addendum to Exhibit A to the Ground Lease Agreement, by and between the County and the Authority, dated as of July 1, 1992, as amended and restated as of August 15, 1999, as amended by the First Amendment to Ground Lease, dated as of August 15, 1999; and (ii) executed, delivered and recorded an Amended and Restated First Amendment to Memorandum of Lease each of which contains a revised Exhibit A setting forth a description of the New Site in place of the description of the Original Site (collectively, the "Substitution Documents"); and

**WHEREAS**, on September 26, 2001, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty ("Second Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$9,000,000 for, or with respect to: (i) the construction and equipping of a new clubhouse facility at the County Golf Course located in Pitman, New Jersey; the acquisition and installation of a new security system for the County jail; and providing additional funding for the acquisition of the New Site and the acquisition and installation of certain equipment thereon and completion of various improvements thereto (collectively, the "2001A Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities and school districts located in the County ("2001B Project" and together with the 2001A Project, the "2001 Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project and the 2001 Project guaranteed by the County was increased to an aggregate amount of \$37,000,000; and

**WHEREAS**, on November 21, 2001, the Authority issued its (i) \$7,495,000 County Guaranteed Lease Revenue Bonds, Series A of 2001 ("Series 2001A Bonds"), the proceeds of which were used to provide permanent financing for the 2001A Project; and (ii) \$880,000 County Guaranteed Lease Revenue Bonds, Series B of 2001 ("Series 2001B Bonds" and together with the

Series 2001A Bonds, the "Series 2001 Bonds"), the proceeds of which were used to provide permanent financing for the 2001B Project; and

**WHEREAS**, the Series 2001 Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty and the Second Amended County Guaranty; and

**WHEREAS**, on August 21, 2002, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty and the Second Amended Guaranty Ordinance ("Third Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$14,500,000 ("Series 2002A Bonds") with respect to the advance refunding of the Authority's outstanding callable: (i) \$2,515,000 aggregate principal amount of the Series 1999B Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999B Refunded Bonds"); (ii) \$5,400,000 aggregate principal amount of the Series 1999C Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999C Refunded Bonds"); and (iii) \$3,970,000 aggregate principal amount of the Series 2000A Bonds scheduled to mature on August 1 in each of the years 2011 through 2019, inclusive ("Series 2000A Refunded Bonds") (the advance refunding of the Series 1999B Refunded Bonds, the Series 1999C Refunded Bonds and the Series 2000A Refunded Bonds is hereinafter collectively referred to as the "2004A Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project and the 2004A Project guaranteed by the County was increased to an aggregate amount of \$51,500,000; and

**WHEREAS**, the Series 2002A Bonds were not issued by the Authority until 2004 due to market conditions which prevented the Authority from realizing sufficient present value savings; and

**WHEREAS**, on March 26, 2003, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty and the Third Amended County Guaranty ("Fourth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$30,000,000 for, or with respect to: (i) the construction and improvement to the County Vocational School, in Deptford, New Jersey; the acquisition, improvement and equipping of a building, located in West Deptford, New Jersey, Lot 1, Block 347.02 for the County Board of Elections; acquisition of and improvement to land located in Monroe, New Jersey, Lot 1, Block 12701 for a County Veteran's Cemetery; and renovations to the County Courthouse (collectively, the "2003A Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("2003B Project" and together with the 2003A Project, the "2003 Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2004A Project and the 2003 Project guaranteed by the County was increased to an aggregate amount of \$81,500,000; and

**WHEREAS**, on June 11, 2003, the Authority issued its (i) \$18,020,000 County Guaranteed Lease Revenue Bonds, Series A of 2003 ("Series 2003A Bonds"), the proceeds of which were used to provide permanent financing for the 2003A Project; and (ii) \$2,380,000 County Guaranteed Lease Revenue Bonds, Series B of 2003 ("Series 2003B Bonds" and together with the Series 2003A Bonds, the "Series 2003 Bonds"), the proceeds of which were used to provide permanent financing for the 2003B Project; and

**WHEREAS**, the Series 2003 Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty; and

**WHEREAS**, on March 2, 2004, the Authority issued its \$13,295,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2004 ("Series 2004A Bonds"), the proceeds of which were used to finance the costs of the 2004A Project; and

**WHEREAS**, the Series 2004A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty; and

**WHEREAS**, on June 16, 2004, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty and the Fourth Amended County Guaranty ("Fifth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$6,500,000 for, or with respect to: (i) the design and construction of the Autism School Project (as hereinafter defined) and the acquisition of certain capital equipment for the County (collectively, the "2004 County Project"); and (ii) the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("2004 Local Units Project" and together with the 2004 County Project, the "2004 Program Improvements and Equipment"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project and the 2004 Program Improvements and Equipment guaranteed by the County was increased to an aggregate amount of \$88,000,000; and

**WHEREAS**, on December 7, 2004, the Authority issued its (i) \$1,480,000 County Guaranteed Lease Revenue Bonds, Series B of 2004 ("Series 2004B Bonds"), the proceeds of which were used to provide permanent financing for the 2004 County Project; and (ii) \$3,415,000 County Guaranteed Lease Revenue Bonds, Series C of 2004 ("Series 2004C Bonds" and together with the Series 2004B Bonds, the "Series 2004B/C Bonds"), the proceeds of which were used to provide permanent financing for the 2004 Local Units Project; and

**WHEREAS**, the Series 2004B/C Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty and the Fifth Amended County Guaranty; and

**WHEREAS**, on August 24, 2005, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty and the Fifth Amended County Guaranty ("Sixth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$41,250,000 for, or with respect to: (i) the Local Share, in the amount of \$7,149,773, of the costs of completion of design, construction, furnishing and equipping of the approximately 52,016 square foot special services school known as Bankbridge Development Center ("Autism School Project") to be located on property leased from the Gloucester County College in Deptford Township, in the County, previously financed with a portion of the proceeds of the Series 2004B Bonds; (ii) the construction and equipping of riding trails and equestrian center facilities as part of the County park and recreational facility located in Logan Township, in the County ("Equestrian Center Project"), financed with the proceeds of the Series 1999B Bonds; and (iii) the costs of Phase II of the County Court Facilities project, in the City of Woodbury, in the County, including design costs relating to the Justice Complex expansion and demolition costs and construction of a 600-700 space parking garage ("County Court Project" and together with the Autism School Project and the Equestrian Center Project, the "2005 County Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment and the 2005 County Project guaranteed by the County was increased to an aggregate amount of \$129,250,000; and

**WHEREAS**, on November 10, 2005, the Authority issued its \$33,895,000 County Guaranteed Lease Revenue Bonds, Series A of 2005 ("Series 2005A Bonds"), the proceeds of

which were used to provide permanent financing of all of the costs of the Equestrian Center Project and the County Court Project and the Local Share portion of the \$13,962,900 eligible costs ("Eligible Costs") of the Autism School Project approved by the New Jersey Department of Education pursuant to the Educational Facilities Construction and Financing Act, P.L. 2000 c.72 ("EFCFA"); and

**WHEREAS**, the Series 2005A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty and the Sixth Amended County Guaranty; and

**WHEREAS**, on April 19, 2006, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty and the Sixth Amended County Guaranty ("Seventh Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$7,355,000 for, or with respect to, the State Share of the costs of completion of design, construction, furnishing and equipping of the Autism School Project ("2006 County Project"), so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project and the 2006 County Project guaranteed by the County was maintained at an aggregate amount of \$129,250,000; and

**WHEREAS**, on August 24, 2006, the Authority issued its \$5,845,000 County Guaranteed Lease Revenue Bonds, Series A of 2006 ("Series 2006A Bonds"), the proceeds of which were used to provide permanent financing of all of the costs of the 2006 County Project; and

**WHEREAS**, the Series 2006A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty and the Seventh Amended County Guaranty; and

**WHEREAS**, on August 18, 2010, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty and the Seventh Amended County Guaranty ("Eighth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$8,000,000 with respect to: (i) the current refunding of the Series 1999A Bonds currently outstanding in the principal amount of \$2,770,000 and maturing serially on December 1 in each of the years 2011 through 2014, inclusive ("Series 1999A Refunded Bonds"); and (ii) the advance refunding of the Series 2001A Bonds currently outstanding in the principal amount of \$4,415,000 and maturing serially on September 1 in each of the years 2012 through 2016, inclusive, and the term Series 2001A Bonds maturing on September 1, 2021 ("Series 2001A Refunded Bonds") (the current refunding of the Series 1999A Refunded Bonds and the advance refunding of the Series 2001A Refunded Bonds is hereinafter collectively referred to as the "2010A Refunding Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project and the 2010A Refunding Project guaranteed by the County was maintained at an aggregate amount of \$129,250,000; and

**WHEREAS**, on December 2, 2010, the Authority issued its \$7,520,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2010 ("Series 2010A Bonds"), consisting of \$2,805,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-1 and \$4,715,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-2, the proceeds of which were used to finance the 2010A Refunding Project; and

**WHEREAS**, the Series 2010A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty and the Eighth Amended County Guaranty; and

**WHEREAS**, on November 23, 2010, in accordance with the provisions of the Act and, specifically Section 37 thereof, the Board of the County finally adopted a guaranty ordinance further amending the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, and the Eighth Amended County Guaranty ("Ninth Amended County Guaranty"), to provide for the guaranty by the County of timely payment of the principal of and interest on bonds to be issued by the Authority in an aggregate principal amount not exceeding \$13,000,000 with respect to the advance refunding of the Authority's the callable maturities of the Series 2003A Bonds currently outstanding in the principal amount of \$10,895,000 and maturing serially on July 15, 2014 through 2023, inclusive (collectively, the "2011A Refunding Project"), subject to the realization of sufficient present value savings, so that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, and the 2011A Refunding Project guaranteed by the County was increased to an aggregate amount of \$142,250,000; and

**WHEREAS**, on September 20, 2011, the Authority issued its \$10,700,000 County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011 ("Series 2011A Bonds"), the proceeds of which were used to finance the 2011A Refunding Project; and

**WHEREAS**, the Series 2011A Bonds are entitled to the benefit of the Original County Guaranty, as amended by the First Amended County Guaranty, the Second Amended County Guaranty, the Third Amended County Guaranty, the Fourth Amended County Guaranty, the Fifth Amended County Guaranty, the Sixth Amended County Guaranty, the Seventh Amended County Guaranty, the Eighth Amended County Guaranty, and the Ninth Amended County Guaranty; and

**WHEREAS**, to date, the County has authorized and unconditionally and irrevocably guaranteed the punctual payment, when due, of Authority obligations in the aggregate principal amount of \$142,250,000 pursuant to the County Guaranty; and

**WHEREAS**, after issuance of the Series 2011A Bonds, the amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, and the 2011A Refunding Project that are entitled to the benefits of the County Guaranty is \$132,300,000; and

**WHEREAS**, the Authority has determined to advance refund the Series 2005A Bonds maturing serially on September 1 in each of the years 2016 through 2025, inclusive, and the term Series 2005A Bonds maturing on September 1, 2030 on the first optional call date of September 1, 2015, at par (collectively, the "2011A Refunding Project"), subject to the realization of sufficient present value savings, through the issuance by the Authority of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2013 ("Series 2013A Bonds"), in an aggregate principal amount not exceeding \$29,000,000; and

**WHEREAS**, to induce the prospective purchasers of the Series 2013A Bonds to purchase the same and provide additional security to the holders thereof, the County desires, in accordance with Section 37 of the Act (*N.J.S.A.* 40:37A-80) to ratify and approve the extension of the previously approved County Guaranty to include the payment of the principal of and interest on the Series 2013A Bonds, such that the aggregate principal amount of Authority obligations for the 1999 Project, the 2000A Project, the 2001 Project, the 2003 Project, the 2004A Project, the 2004 Program Improvements and Equipment, the 2005 County Project, the 2006 County Project, the 2010A Refunding Project, the 2011A Refunding Project, and the 2013A Refunding Project that are entitled to the benefits of the County Guaranty is \$171,250,000.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:**

**Section 1.** This Ordinance shall be adopted by the Board of Chosen Freeholders of the County in the manner provided for the adoption of a bond ordinance as provided in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto, *N.J.S.A. 40A:2-1 et seq.* ("Local Bond Law").

**Section 2.** All references in the County Guaranty to "\$142,250,000" shall be further amended to read "\$171,250,000".

**Section 3.** All references in the County Guaranty to "Bonds" shall be further amended to include the "Series 2013A Bonds" in addition to the Outstanding Series 1999 Bonds, the Series 2000A Bonds, the Series 2001 Bonds, the Series 2003 Bonds, the Series 2004A Bonds, the Series 2004B/C Bonds, the Series 2005A Bonds, the Series 2006A Bonds, the Series 2010A Bonds, and the Series 2011A Bonds.

**Section 4.** All references in the County Guaranty to "1999 Project", "2000A Project", "2001 Project", "2003 Project", "2004A Project", "2004 Program Improvements and Equipment", "2005 County Project", "2006 County Project", "2010A Refunding Project", and "2011A Refunding Project" shall be further amended to include the "2013A Refunding Project".

**Section 5.** The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of Series 2013A Bonds which are hereby and hereunder guaranteed as to the punctual payment of the principal thereof and interest thereon is, and the maximum estimated cost of the 2013A Refunding Project to be financed in accordance with the transaction contemplated hereby is, \$29,000,000.

(b) The purpose described in this Ordinance is not a current expense of the County and no part of the cost thereof has been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased in accordance with Section 2 of this Ordinance by \$29,000,000, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

**Section 6.** All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 7.** This Ordinance shall take effect at the time and in the manner provided by the Local Bond Law.

**Statement to be Published With Ordinance After Introduction.**

Public notice is hereby given that the foregoing Guaranty Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on December 5, 2012. Further notice is given that said Guaranty Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, 2 South Broad Street, Woodbury, New Jersey, on December 19, 2012 at 7:30 p.m. During the week prior to and up to and including the date of said meeting, copies of said Guaranty Ordinance will be made available at the Clerk of the Board's Office in the County Administration Building for members of the general public who request the same.

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**ROBERT N. DiLELLA, Clerk of the Board of  
Chosen Freeholders of the County of Gloucester,  
New Jersey**

**Statement to be Published With Ordinance After Final Adoption.**

**STATEMENT**

The Guaranty Ordinance published herewith has been finally adopted on December 19, 2012 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Guaranty Ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

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**ROBERT N. DiLELLA, Clerk of the Board of  
Chosen Freeholders of the County of Gloucester,  
New Jersey**

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A TENTH AMENDMENT TO LEASE PURCHASE AGREEMENT, TENTH AMENDMENT TO GROUND LEASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LEASE REVENUE REFUNDING BONDS, SERIES A OF 2013, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING

WHEREAS, The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State"), pursuant to and in accordance with the County Improvement Authorities Act, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto, *N.J.S.A. 40:37A-44 et seq.* ("Act"); and

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (*N.J.S.A. 40:37A-54(a)*), to provide financing for the provision of public facilities (as defined in the Act) for use by local government units, including the County and municipalities within the County; and

WHEREAS, the County is authorized by law, specifically Section 34 of the Act (*N.J.S.A. 40:37A-77*), to enter into and perform any lease with the Authority for the lease to or use by the Authority of all or any part of any real property; and

WHEREAS, the County is authorized by law, specifically Section 35 of the Act (*N.J.S.A. 40:37A-78*), to enter into and perform any lease with the Authority for the lease to or use by the County of all or any part of any public facility or facilities; and

WHEREAS, in 1999, at the request of the County and pursuant to the terms of the Act, the Authority agreed to finance the acquisition of certain capital equipment ("1999 Equipment") and the construction of certain capital improvements ("1999 Improvements" and together with the 1999 Equipment, the "1999 Project") as described as such in Exhibit A to the Original Lease Agreement (as hereinafter defined); and WHEREAS, the Authority provided for the financing of the acquisition of the 1999 Equipment and the construction of the 1999 Improvements through a portion of the proceeds derived from the issuance of the Authority's County Guaranteed Lease Revenue Bonds, Series A of 1999 ("Series 1999A Bonds"), Series B of 1999 ("Series 1999B Bonds") and Series C of 1999 ("Series 1999C Bonds" and together with the Series 1999A Bonds and the Series 1999B Bonds, the "Series 1999 Bonds") in an aggregate principal amount of \$20,775,000, which Series 1999 Bonds were issued pursuant to the terms of a resolution of the Authority entitled, "Resolution Authorizing the Issuance of Property and Equipment Program Lease Revenue Bonds and Notes of The Gloucester County Improvement Authority", adopted on November 22, 1999, as supplemented by an award certificate (collectively, the "Original Bond Resolution"); and

WHEREAS, the County entered into a Ground Lease Agreement, dated as of December 1, 1999, by and between the County, as lessor, and the Authority, as lessee ("Original County Ground Lease"), pursuant to which the County leased to the Authority certain land and existing structures thereon ("1999 Land") upon which the 1999 Project was constructed and installed, which 1999 Land was leased back to the County by the Authority pursuant to the terms of the hereinafter defined Original Lease Agreement; and

**WHEREAS**, the County entered into a Lease Purchase Agreement, dated as of December 1, 1999, by and between the Authority, as lessor, and the County, as lessee ("Original Lease Agreement"), pursuant to which the Authority leased to the County the 1999 Project in return for lease payments made by the County in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 1999 Bonds; and

**WHEREAS**, the outstanding callable Series 1999B Bonds maturing on December 1, 2010 through 2019, inclusive, in the aggregate principal amount of \$2,515,000 and Series 1999C Bonds maturing on December 1, 2010 through 2019, inclusive, in the aggregate principal amount of \$5,400,000 were advance refunded with a portion of the proceeds of the Series 2004A Bonds (as hereinafter defined) and are no longer Outstanding; and

**WHEREAS**, the outstanding callable Series 1999A Bonds maturing on December 1, 2011 through 2014, inclusive, in the aggregate principal amount of \$2,770,000 was currently refunded with a portion of the proceeds of the Series 2010A Bonds (as hereinafter defined) and are no longer Outstanding; and

**WHEREAS**, on June 7, 2000, the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2000, in the aggregate principal amount of \$6,600,000 ("Series 2000A Bonds") pursuant to the Original Bond Resolution, as supplemented by a First Supplemental Resolution adopted on May 4, 2000 ("First Supplemental Resolution"), the proceeds of which were used to finance the costs of completion of Phase I of the County Court Facilities Project financed with the proceeds of the Series 1999C Bonds ("2000A County Project") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease Purchase Agreement, dated as of May 1, 2000, between the Authority and the County ("First Amendment to Lease"); which 2000A County Project has been leased by the Authority to the County in return for additional lease payments to be made by the County in an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2000A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease; and

**WHEREAS**, in connection with the financing of the 2000A County Project, the Authority and the County entered into a First Amendment to County Ground Lease (as defined in the First Supplemental Resolution); and

**WHEREAS**, on December 21, 2000, the Authority adopted a resolution authorizing the substitution of approximately 1,661.39 acres of land located in Logan Township, Gloucester County, New Jersey ("New Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility (collectively, the "New 1999B Equipment and Improvements") for approximately 280 acres of land located in Franklin Township, Gloucester County, New Jersey ("Original Site") and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility previously authorized to be financed with the proceeds of the Series 1999B Bonds and as more particularly described in Exhibit A to the Original Lease Agreement; and

**WHEREAS**, in connection with the substitution of the New 1999B Equipment and Improvements, the Authority: (i) prepared an Addendum to Exhibit A to the Original County Ground Lease, as amended by the First Amendment to County Ground Lease (as defined in the First Supplemental Resolution); and (ii) executed, delivered and recorded an Amended and Restated First Amendment to Memorandum of Lease, each of which contains a revised Exhibit A setting forth a description of the New Site in place of the description of the Original Site (collectively, the "Substitution Documents"); and

**WHEREAS**, on November 21, 2001 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution and a Second Supplemental Resolution adopted on September 20, 2001 ("Second Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series A of 2001, in the aggregate principal amount of \$7,495,000 ("Series 2001A Bonds"), the proceeds of which were used to finance the costs of (a) the construction and equipping of a new clubhouse facility at the County Golf Course located in Pitman, New Jersey, (b) the acquisition and installation of a security system for the County jail, and (c) providing additional funding for the costs of the acquisition of the New Site and the acquisition and installation of certain equipment thereon and completion of various improvements thereto for use as a County park and recreational facility (collectively, the

"Series 2001 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2001, in the aggregate principal amount of \$880,000 ("Series 2001B Bonds" and together with the Series 2001A Bonds, the "Series 2001 Bonds"), the proceeds of which were used to finance the costs of the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various Local Units (as defined in the Original Bond Resolution) located in the County ("Series 2001 Local Units Project" and together with the Series 2001 County Project, the "Series 2001 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease and the Second Amendment to Lease Purchase Agreement, dated as of November 1, 2001, between the Authority and the County ("Second Amendment to Lease"); which Series 2001 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2001 Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease and the Second Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2001 Program Improvements and Equipment, the Authority and the County entered into a Second Amendment to County Ground Lease (as defined in the Second Supplemental Resolution); and

**WHEREAS**, the outstanding callable Series 2001A Bonds in the aggregate principal amount of \$4,415,000 maturing serially on September 1, 2012 through 2016, inclusive, and the Series 2001A Term Bond maturing on September 1, 2021 were advance refunded with a portion of the proceeds of the Series 2010A Bonds (as hereinafter defined) and are no longer Outstanding; and

**WHEREAS**, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution and a Third Supplemental Resolution adopted on August 15, 2002 ("Third Supplemental Resolution"), the Authority authorized the issuance of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2002, in an aggregate principal amount not to exceed \$14,500,000 ("Series 2002A Bonds"), to advance refund its outstanding callable: (i) \$2,515,000 aggregate principal amount of the Series 1999B Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999B Refunded Bonds"); (ii) \$5,400,000 aggregate principal amount of the Series 1999C Bonds scheduled to mature on December 1 in each of the years 2010 through 2019, inclusive ("Series 1999C Refunded Bonds"); and (iii) \$3,970,000 aggregate principal amount of the Series 2000A Bonds scheduled to mature on August 1 in each of the years 2011 through 2019, inclusive ("Series 2000A Refunded Bonds") (the advance refunding of the Series 1999B Refunded Bonds, the Series 1999C Refunded Bonds and the Series 2000A Refunded Bonds is hereinafter collectively referred to as the "Series 2004A Project"), subject to the realization of sufficient present value savings; and

**WHEREAS**, the Series 2002A Bonds were never issued by the Authority due to market conditions which prevented the Authority from realizing sufficient present value savings; and

**WHEREAS**, on June 11, 2003 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and a Fourth Supplemental Resolution adopted on March 20, 2003 ("Fourth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series A of 2003, in the aggregate principal amount of \$18,020,000 ("Series 2003A Bonds"), the proceeds of which were used to finance the costs of constructing and improving the County Vocational School, in Deptford, New Jersey; acquiring, improving and equipping a building located in West Deptford, New Jersey (Lot 1, Block 347.02) for the County Board of Elections; acquiring and improving land located in Monroe, New Jersey (Lot 1, Block 12701) for a County Veteran's Cemetery; and renovating the County Courthouse (collectively, the "Series 2003 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series B of 2003, in the aggregate principal amount of \$2,380,000 ("Series 2003B Bonds" and together with the Series 2003A Bonds, the "Series 2003 Bonds"), the proceeds of which were used to finance the costs of acquiring certain capital equipment and/or the constructing certain infrastructure improvements on behalf of and on land owned by various local governmental units located in the County ("Series 2003 Local Units Project" and together with the Series 2003 County Project, the "Series 2003 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to

Lease, the Second Amendment to Lease and the Fourth Amendment to Lease Purchase Agreement, dated as of June 1, 2003, between the Authority and the County ("Fourth Amendment to Lease"); which Series 2003 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2003 Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease and the Fourth Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2003 Program Improvements and Equipment, the Authority and the County entered into a Fourth Amendment to County Ground Lease (as defined in the Fourth Supplemental Resolution); and

**WHEREAS**, on March 2, 2004 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution and the Fourth Supplemental Resolution, as further amended and supplemented by an Award Resolution (in the form of a certificate) executed by the Executive Director of the Authority, the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series 2004 in the aggregate principal amount of \$13,295,000 ("Series 2004A Bonds") to finance the costs of the Series 2004A Project and the Authority and the County entered into a Third Amendment to County Ground Lease, dated as of February 1, 2004 ("Third Amendment to County Ground Lease"), and a Third Amendment to Lease Purchase Agreement, dated as of February 1, 2004 ("Third Amendment to Lease"), in connection therewith; and

**WHEREAS**, on December 7, 2004 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution and a Fifth Supplemental Resolution adopted on July 7, 2004 ("Fifth Supplemental Resolution"), the Authority issued its: (i) County Guaranteed Lease Revenue Bonds, Series B of 2004 in the aggregate principal amount of \$1,480,000 ("Series 2004B Bonds"), the proceeds of which were used to finance the costs of design and construction of the Autism School Project (as defined in the hereinafter defined Seventh Supplemental Resolution) and the acquisition of certain capital equipment for the County (collectively, the "Series 2004 County Project"); and (ii) County Guaranteed Lease Revenue Bonds, Series C of 2004 in the aggregate principal amount of \$3,415,000 ("Series 2004C Bonds" and together with the Series 2004B Bonds, the "Series 2004B/C Bonds"), the proceeds of which were used to finance the acquisition of certain capital equipment and/or the construction of certain infrastructure improvements on behalf of and on land owned by various municipalities, school districts and fire districts located in the County ("Series 2004 Local Units Project" and together with the Series 2004 County Project, the "Series 2004 Program Improvements and Equipment") as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease and the Fifth Amendment to Lease Purchase Agreement, dated as of December 1, 2004, between the Authority and the County ("Fifth Amendment to Lease"); which Series 2004 Program Improvements and Equipment have been leased by the Authority to the County and the various Local Units, respectively, in return for additional lease payments to be made by the County and the various Local Units in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2004B/C Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease and the Fifth Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2004 Program Improvements and Equipment, the Authority and the County entered into a Fifth Amendment to County Ground Lease (as defined in the Fifth Supplemental Resolution); and

**WHEREAS**, on November 10, 2005 and pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution and a Sixth Supplemental Resolution adopted on August 18, 2005 ("Sixth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2005 in the aggregate principal amount of \$33,895,000 ("Series 2005A Bonds"), the proceeds of which were used to finance (i) the construction and equipping of riding trails and equestrian center facilities as part of the County park and recreational facility located in Logan Township, in the County, financed with the proceeds of the Series 1999B Bonds; (ii) the

Local Share, in the amount of \$7,149,773, of the costs of completion of design, construction, furnishing and equipping of the approximately 52,016 square foot special services school known as Bankbridge Development Center ("Autism School Project") to be located on property leased from the Gloucester County College in Deptford Township, in the County, previously financed with a portion of the proceeds of the Series 2004B Bonds; and (iii) the costs of Phase II of the County Court Facilities project, in the City of Woodbury, in the County, including design costs relating to the Justice Complex expansion and demolition costs and construction of a 600-700-space parking garage (collectively, the "Series 2005 Program Improvements and Equipment"), as described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease and the Sixth Amendment to Lease Purchase Agreement, dated as of October 1, 2005, between the Authority and the County ("Sixth Amendment to Lease"); which Series 2005 Program Improvements and Equipment have been leased by the Authority to the County in return for additional lease payments to be made by the County in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2005A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease and the Sixth Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2005 Program Improvements and Equipment, the Authority and the County entered into a Sixth Amendment to County Ground Lease (as defined in the Sixth Supplemental Resolution); and

**WHEREAS**, the Sixth Supplemental Resolution authorized the issuance of up to \$41,250,000 aggregate principal amount of Series 2005A Bonds of which only \$33,895,000 was issued pursuant thereto; and

**WHEREAS**, upon issuance of the Series 2005A Bonds, there remained authorized and unissued \$7,355,000 aggregate principal amount of County Guaranteed Lease Revenue Bonds of the Authority pursuant to said Sixth Supplemental Resolution; and

**WHEREAS**, on August 24, 2006 and pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, and a Seventh Supplemental Resolution adopted on March 16, 2006 ("Seventh Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Bonds, Series A of 2006 in the aggregate principal amount of \$5,845,000 ("Series 2006A Bonds") to finance the State Share of the costs of completion of design, construction, furnishing and equipping of an approximately 52,016 square foot special services school building in Deptford Township, New Jersey, operated and administered, on behalf of the County, by the Gloucester County Special Services School District serving approximately 140 autistic and multiply disabled students ages 3-21 years of age. ("Series 2006 County Project"); all as more particularly described in Exhibit A to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, and as further amended by the Seventh Amendment to Lease Purchase Agreement, dated as of August 1, 2006, between the Authority and the County ("Seventh Amendment to Lease"); which Series 2006 County Project has been leased by the Authority to the County in return for additional lease payments to be made by the County in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2006A Bonds pursuant to the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease and the Seventh Amendment to Lease; and

**WHEREAS**, in connection with the financing of the Series 2006 County Project, the Authority and the County entered into a Seventh Amendment to County Ground Lease (as defined in the Seventh Supplemental Resolution); and

**WHEREAS**, on December 2, 2010, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, and an Eighth Supplemental Resolution adopted on September 8, 2010 ("Eighth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series

A of 2010, in the aggregate principal amount of \$7,520,000 ("Series 2010A Bonds"), consisting of \$2,805,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-1 and \$4,715,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2010A-2, to: (i) current refund its outstanding Series 1999A Bonds in the aggregate principal amount of \$2,770,000 and maturing serially on December 1 in each of the years 2011 through 2014, inclusive (collectively, the "Series 1999A Refunded Bonds"); and (ii) advance refund its outstanding Series 2001A Bonds in the aggregate principal amount of \$4,415,000 and maturing serially on September 1 in each of the years 2012 through 2016, inclusive, and the term Series 2001A Bonds maturing on September 1, 2021 (collectively, the "Series 2001A Refunded Bonds") (the purposes described in clauses (i) and (ii) above are hereinafter collectively referred to as the "2010A Refunding Project"), which Series 2010A Bonds are secured by the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, and as further amended by the Eighth Amendment to Lease Purchase Agreement, dated as of October 1, 2010, between the Authority and the County ("Eighth Amendment to Lease"); and

**WHEREAS**, in connection with the financing of the 2010A Refunding Project, the Authority and the County entered into an Eighth Amendment to County Ground Lease (as defined in the Eighth Supplemental Resolution); and

**WHEREAS**, on September 20, 2011, pursuant to the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, and a Ninth Supplemental Resolution adopted on November 18, 2010 ("Ninth Supplemental Resolution"), the Authority issued its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011, in the aggregate principal amount of \$10,700,000 ("Series 2011A Bonds"), to advance refund all of the Authority's Series 2003A Bonds currently outstanding in the aggregate principal amount of \$10,895,000 and maturing serially on July 15 in each of the years 2014 through 2023, inclusive (collectively, the "Series 2003A Refunded Bonds") (the purpose described herein is hereinafter referred to as the "2011A Refunding Project"), which Series 2011A Bonds are secured by the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, and as further amended by the Ninth Amendment to Lease Purchase Agreement, dated as of September 1, 2011, between the Authority and the County ("Ninth Amendment to Lease"); and

**WHEREAS**, in connection with the financing of the 2011A Refunding Project, the Authority and the County entered into a Ninth Amendment to County Ground Lease (as defined in the Ninth Supplemental Resolution); and

**WHEREAS**, at the request of the County, the Authority has agreed to authorize the issuance of its County Guaranteed Lease Revenue Refunding Bonds, Series A of 2013 in an aggregate principal amount not-to-exceed \$29,000,000 ("Series 2013A Bonds"), to be issued pursuant to the terms of the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution, and as further supplemented by a supplemental resolution of the Authority entitled, "Tenth Supplemental Resolution to a Bond Resolution Adopted on November 22, 1999, as Amended and Supplemented on May 4, 2000, September 20, 2001, August 15, 2002, March 20, 2003, July 7, 2004, August 18, 2005, March 16, 2006, September 8, 2010, and November 18, 2010; Authorizing the Issuance of Additional Bonds and Notes Under Said Bond Resolution; Further Amending, Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions", to be adopted on December 20, 2012 ("Tenth Supplemental Resolution"; the Original Bond Resolution, as supplemented by the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution, the Sixth Supplemental Resolution, the Seventh Supplemental Resolution, the Eighth Supplemental Resolution, the Ninth Supplemental Resolution, and the Tenth Supplemental Resolution and as hereafter further supplemented from time to time shall be referred to herein as the "Bond Resolution"), the Proceeds of which will be used to advance refund all or a portion of the Series

2005A Bonds currently outstanding in the aggregate principal amount of \$24,395,000 and maturing serially on September 1 in each of the years 2016 through 2025, inclusive, and the term Series 2005A Bonds maturing on September 1, 2030 on the first optional call date of September 1, 2015, at par (collectively, the "Series 2005A Refunded Bonds") (the purpose described above is hereinafter referred to as the "2013A Refunding Project"); and

**WHEREAS**, the County desires to enter into a Tenth Amendment to Ground Lease Agreement, to be dated as of March 1, 2013 (or such other date as shall be determined by the Authority) and set forth in the Award Certificate (as defined in the Tenth Supplemental Resolution), by and between the County, as lessor, and the Authority, as lessee ("Tenth Amendment to County Ground Lease"; the Original County Ground Lease, as amended by the First Amendment to County Ground Lease, the Second Amendment to County Ground Lease, the Third Amendment to County Ground Lease, the Fourth Amendment to County Ground Lease, the Fifth Amendment to County Ground Lease, the Sixth Amendment to County Ground Lease, the Seventh Amendment to County Ground Lease, the Eighth Amendment to County Ground Lease, the Ninth Amendment to County Ground Lease, and the Tenth Amendment to County Ground Lease and as hereafter further amended from time to time shall be referred to herein as the "County Ground Lease"), pursuant to which the County will continue to lease to the Authority the land upon which the Series 2005 Program Improvements and Equipment financed with the Proceeds of the Series 2005A Bonds, as described in Exhibit A to the Original County Ground Lease, as heretofore amended including by the Sixth Amendment to County Ground Lease for the remaining lease term set forth therein, which land will be leased back to the County by the Authority pursuant to the terms of the hereinafter defined Lease Purchase Agreement; and

**WHEREAS**, the County will enter into an Tenth Amendment to Lease Purchase Agreement, to be dated as of March 1, 2013 (or such other date as shall be determined by the Authority) and set forth in the Award Certificate (as defined in the Tenth Supplemental Resolution), by and between the Authority, as lessor, and the County, as lessee ("Tenth Amendment to Lease"; the Original Lease Agreement, as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, and the Tenth Amendment to Lease and as hereafter further amended from time to time shall be referred to herein as the, the "Lease Purchase Agreement"), pursuant to which the Authority will continue to lease to the County the portions of the Series 2005 Program Improvements and Equipment financed with the Proceeds of the Series 2005A Bonds, in return for additional lease payments to be made by the County in an aggregate amount sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2013A Bonds; and

**WHEREAS**, payment of the principal of and interest on the Series 2013A Bonds shall be further secured by a County guaranty pursuant to a Guaranty Ordinance of the County adopted by the Board of the County on November 23, 1999 with respect to the Series 1999 Bonds, as amended and supplemented on April 26, 2000 with respect to the Series 2000A Bonds, September 26, 2001 with respect to the Series 2001 Bonds, August 21, 2002 with respect to the Series 2004A Bonds, March 26, 2003 with respect to the Series 2003 Bonds, June 16, 2004 with respect to the Series 2004B/C Bonds, August 24, 2005 with respect to the Series 2005A Bonds, April 19, 2006 ratifying and approving the extension of the Guaranty Ordinance duly adopted on August 24, 2005 with respect to the Series 2005A Bonds to include the payment of the principal of and interest on the Series 2006A Bonds, August 18, 2010 ratifying and approving the further extension of the Guaranty Ordinance duly adopted on April 19, 2006 with respect to the Series 2006A Bonds to include the payment of the principal of and interest on the Series 2010A Bonds, November 23, 2010 with respect to the Series 2011A Bonds, and expected to be adopted by the Board of the County on December 19, 2012 with respect to the Series 2013A Bonds ("County Guaranty"); and

**WHEREAS**, in connection with the issuance of the Series 2013A Bonds, it is necessary for the County to enter into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") to provide for the dissemination of secondary market disclosure in compliance with the terms and provisions of Rule 15c2-12 (codified at 17 *C.F.R.* §240.15c2-12), as the same may be further amended, supplemented and officially interpreted from time to time, or any successor provisions thereto, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 *U.S.C.* 77 *et seq.*).

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:**

**Section 1.** In accordance with Sections 34 and 35 of the Act and all other applicable law, the Board of the County hereby authorizes and approves of the execution and delivery by the County of the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease and the Continuing Disclosure Agreement and any other agreements to which the County shall be a party and as may be necessary for the issuance by the Authority of the Series 2013A Bonds and/or the financing of the 2013A Refunding Project; the Tenth Amendment to County Ground Lease and the Tenth Amendment to Lease each substantially in the forms on file in the office of the Clerk of the Board of the County, with such changes as may be approved by County Counsel, such approval to be evidenced by the execution and delivery thereof.

**Section 2.** The County Administrator and any designee thereof (each an "Authorized Officer"), are each severally authorized to execute and deliver, in the name of the County and on its behalf, the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease and the Continuing Disclosure Agreement, and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized to attest to the signature of the Authorized Officer and to affix the seal of the County to the Tenth Amendment to County Ground Lease and the Tenth Amendment to Lease. The execution of the Tenth Amendment to County Ground Lease, the Tenth Amendment to Lease and the Continuing Disclosure Agreement by any Authorized Officer shall conclusively evidence the County's approval of the terms thereof and no further action shall be required.

**Section 3.** All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Freeholder-Director, Deputy Freeholder-Director, County Administrator, County Treasurer, Budget Officer, Clerk of the Board of the County, Deputy Clerk of the Board of the County, other County officials or by the County's professional advisors in connection with the 2013A Refunding Project and matters related thereto, and the issuance of the Series 2013A Bonds, are hereby authorized, approved, ratified and confirmed.

**Section 4.** The Authorized Officer, the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each hereby severally authorized and directed to execute such closing certificates and other ancillary documents and instruments as may be necessary or desirable for the issuance by the Authority of the Series 2013A Bonds, the financing of the 2013A Refunding Project and all matters related thereto.

**Section 5.** All ordinances and resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 6.** This ordinance shall take effect at the time and in the manner provided by applicable law.

**Date of Introduction:** December 5, 2012

**Date of Final Adoption:** December 19, 2012

**Statement to be Published With Ordinance After Introduction**

Public notice is hereby given that the foregoing Lease Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") held on December 5, 2012. Further notice is given that said Lease Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of the County to be held at the County Administration Building, Broad and Delaware Streets, Woodbury, New Jersey, on December 19, 2012 at 7:30 p.m.

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**ROBERT N. DILELLA, Clerk of the Board of  
Chosen Freeholders of the County of Gloucester,  
New Jersey**

**Statement to be Published With Ordinance After Final Adoption**

**STATEMENT**

The Lease Ordinance published herewith has been finally adopted on December 19, 2012 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such Lease Ordinance can be commenced has begun to run from the date of the first publication of this Statement.

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**ROBERT N. DILELLA, Clerk of the Board of  
Chosen Freeholders of the County of Gloucester,  
New Jersey**

**RESOLUTION APPROVING AMENDMENTS TO THE GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN TO INCLUDE TLJ RECYCLING AND CONTAINER SERVICES, LLC, LOCATED AT LOT 6, BLOCK 392, IN THE TOWNSHIP OF DEPTFORD, AS A CLASS "A" RECYCLING FACILITY**

**WHEREAS**, the New Jersey Solid Waste Management Act (the "Act") provides a comprehensive framework for the management of solid waste within the State; and

**WHEREAS**, the Act gives citizens and municipalities the opportunity to contribute to the development and implementation of solid waste management plans by the creation of County solid waste advisory councils; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders has created a Solid Waste Advisory Council (hereinafter the "SWAC") pursuant to N.J.S.A. 13:1E et. seq., to conduct public hearings on applications for amendments to the Gloucester County Comprehensive Solid Waste Management Plan; and

**WHEREAS**, on September 18, 2012, the SWAC heard an application by TLJ Recycling and Container Services, LLC, to be included in the Gloucester County Solid Waste Management Plan as a Class "A" recycling facility. There were no members of the public present at the public hearing who offered comments, however the SWAC was provided with a letter dated August 9, 2012, from the Deptford Township Mayor indicating the governing body's support of TLJ Recycling and Container Services, LLC's application, so long as the company adhere to all Township zoning and planning requirements; and

**WHEREAS**, TLJ Recycling and Container Services, LLC, proposes to receive, store, process and/or transfer Class "A" recyclables (paper, cardboard, aluminum, glass, plastic) at their facility at 1014 Tanyard Road, Deptford, NJ, 08096, also known as Lot 6, Block 392. At the September 18, 2012 public hearing, officials from TLJ Recycling and Container Services, LLC, testified that the facility will only accept and process Class "A" recyclable materials generated by the company itself through their regular recycling collections, and will not accept any Class "A" recyclable materials generated by other companies; and

**WHEREAS**, at the conclusion of the hearing on September 18, 2012, the SWAC voted without dissent to recommend approval of the application for amendment; and

**WHEREAS**, on the date below a public hearing was conducted before this Board on the application for plan amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester County Board of Chosen Freeholders that it will accept the recommendation of the SWAC and approve the application by TLJ Recycling and Container Services, LLC, for inclusion in the Gloucester County Solid Waste Management Plan subject to final approval by the New Jersey Department of Environmental Protection.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

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**RESOLUTION AUTHORIZING PARTICIPATION IN THE  
GLOUCESTER COUNTY INSURANCE COMMISSION**

**WHEREAS**, pursuant to and in accordance with N.J.S.A. 40A:10-6 et seq., the Gloucester County Board of Chosen Freeholders established a County Insurance Fund for the purposes provided by law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:10-8 et seq., the County of Gloucester appointed three (3) officials to serve as Commissioners of the Gloucester County Insurance Commission; and

**WHEREAS**, the Commissioners shall be authorized to perform the duties as set forth in N.J.S.A. 40A:10-10; and

**WHEREAS**, the existence of the County Insurance Commission is intended to provide Gloucester County's various departments, boards, agencies, commissioners and authorities with the opportunity to combine resources to manage their liability and casualty risks and employee benefits; and

**WHEREAS**, the County of Gloucester believes it is in the best interest of the residents of Gloucester County for the County to continue their membership with the Gloucester County Insurance Commission.

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

1. That the County hereby accepts the finding that participation in the County Insurance Fund will result in cost savings and administrative efficiencies in the management of its liability and casualty risks and employee benefits to the benefit of the residents of Gloucester County.
2. That the County agrees to continue membership in the Gloucester County Insurance Fund as a participating member from January 1, 2013 to December 31, 2015.
3. That the Clerk of the Board is hereby authorized and directed to publish and/or file any notices that may be required by applicable law.
4. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any agreement or other documentation required by the Gloucester County Insurance Commission to effectuate the purposes of this resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 19<sup>th</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

**INDEMNITY AND TRUST AGREEMENT  
GLOUCESTER COUNTY INSURANCE COMMISSION**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, By and Between the **Gloucester County Insurance Commission**, hereinafter referred to as "COMMISSION", and the **County of Gloucester**, a local unit of government and a body politic and corporate of the State of New Jersey hereinafter referred to as "GOVERNING BODY";

**WITNESSETH:**

**WHEREAS**, several local governmental units have collectively formed a Joint Insurance Commission as such an entity as authorized and described in N.J.S.A. 40A:10-35 et seq., and the administrative regulations promulgated pursuant thereto; and

**WHEREAS**, the GOVERNING BODY has agreed to continue its membership in the COMMISSION in accordance with and to the extent provided for in the Rules and Regulations of the COMMISSION, and in consideration of such obligations and benefits to be shared by the membership of the COMMISSION; and

**WHEREAS**, by resolution adopted December 19, 2012, the Gloucester County Board of Chosen Freeholders authorized the execution of this Indemnity and Trust Agreement in accordance with the purposes set forth herein.

**NOW THEREFORE**, it is agreed as follows:

1. The GOVERNING BODY accepts the COMMISSION'S Rules and Regulation as approved and adopted, and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan.
2. The GOVERNING BODY agrees to participate in the COMMISSION with respect to the types of insurance listed in the Resolution to continue its membership.
3. The GOVERNING BODY agrees to become a member of the COMMISSION for a term of three (3) years commencing on January 1, 2013, or the effective date of membership, whichever occurs later.
4. The GOVERNING BODY certifies that it has never defaulted any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date hereof.
5. In consideration of its membership in the COMMISSION the GOVERNING BODY agrees that it shall jointly and severally assume and discharge the liability of each and every member of the COMMISSION, all of whom as a condition of membership in the COMMISSION shall execute a verbatim counterpart of this Agreement and by execution

hereof the full faith and credit of the GOVERNING BODY is pledged to the punctual payment of any sums which shall become due to the COMMISSION in accordance with the bylaws thereof, this Agreement the COMMISSION's Risk Management Plan or any applicable Statute.

6. If the COMMISSION in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or Court costs, the GOVERNING BODY agrees to reimburse the COMMISSION for all such reasonable expenses, fees and costs on demand.
7. The GOVERNING BODY and the COMMISSION agree that the COMMISSION shall hold all monies paid by the GOVERNING BODY to the COMMISSION as fiduciaries for the benefit of COMMISSION claimants all in accordance with N.J.A.C. 11:15 2.1 et seq.
8. The COMMISSION shall establish separate Trust Accounts for each of the following categories of risk and liability:
  - a) Workers' Compensation and Employers' Liability
  - b) Liability, other than motor vehicle
  - c) Property Damage, other than motor vehicle
  - d) Motor Vehicle
  - e) Public Officials/Employment Practices Liability
  - f) Environmental Impairment Liability
9. Each GOVERNING BODY continuing its membership in the COMMISSION shall be obligated to execute this agreement.

IN WITNESS WHEREOF, this Agreement is entered into the day and year first written hereinabove.

ATTEST:

**GLOUCESTER COUNTY INSURANCE  
COMMISSION**

\_\_\_\_\_

\_\_\_\_\_

**Chair**

ATTEST:

**COUNTY OF GLOUCESTER**

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

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

A2

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

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

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

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

- (1) The sum of **\$1,900.00**, which item is now available as a revenue from the Mental Health Association of New Jersey Disaster Liaison Grant, to be appropriated under the caption of the Mental Health Association of New Jersey Disaster Liaison Grant - *Other Expenses*;
- (2) The sum of **\$35,000.00**, which item is now available as a revenue from the New Jersey Department of Human Services Area Plan Grant, to be appropriated under the caption of the New Jersey Department of Human Services Area Plan Grant - *Other Expenses*;
- (3) The sum of **\$6,000.00**, which item is now available as a revenue from the US Secret Service Electronic Crimes Task Force, to be appropriated under the caption of the US Secret Service Electronic Crimes Task Force - *Other Expenses*;
- (4) The sum of **\$24,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety GC DUI Sobriety Checkpoint and Saturation Patrol Program, to be appropriated under the caption of the New Jersey Department of Law and Public Safety GC DUI Sobriety Checkpoint and Saturation Patrol Program - *Other Expenses*;
- (5) The sum of **\$47,450.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Comprehensive Traffic Safety Program, to be appropriated under the caption of the New Jersey Department of Law and Public Safety Comprehensive Traffic Safety Program - *Other Expenses*;

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



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

A3

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

**WHEREAS**, the Budget Office, in reviewing various grant accounts, has determined some balances that should be canceled because of projects coming in under original budget; and

**WHEREAS**, the Budget Office has further determined that it is necessary to cancel the following grant receivable and reserve balances;

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

<b>Project Title</b>	<b>Receivable</b>	<b>Reserve</b>
Tomlin Station Bridge	297,159.36	297,159.36
Homeland Security	5,173.00	5,173.00
Paulsboro RT295 Brownsfields Access Project	7,000,000.00	7,000,000.00
Workforce Investment Act	1,286.00	1,286.00
Workforce Learning Link	6,082.00	6,082.00
Work First New Jersey	58,076.00	58,076.00
Work First New Jersey-Smart Steps	6,420.00	6,420.00
Insurance Fraud	77,547.55	77,547.55
Social Services for the Homeless	331.00	331.00
Sr. Citizens & Disabled Resident Transportation	7,579.63	7,579.63
Municipal Alliance	11.59	11.59
Interoperable Emergency Communications	56,467.00	56,467.00
Resurfacing of Mt. Royal Road	352,498.96	352,498.96
Child Passenger Safety Seat Grant	6,074.84	6,074.84
Comprehensive Traffic Safety Program	66.52	66.52

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

AK1

**RESOLUTION CANCELLING UNSPENT CAPITAL FUNDS**

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

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

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

<u>Ordinance</u>	<u>Purpose</u>	<u>Transferred To</u>	<u>Amount</u>
40876-7G	Construction/ Reconstruction and/or Repairs to various County Bridges	Reserve for Debt Service	\$ 26,579.73
40876-7E	Construction, Reconstruction and/or Repairs to various County Intersections	Reserve for Debt Service	\$ 46,330.00
41983-7J	Construction, Reconstruction and/or Repairs to various County Bridges	Reserve for Debt Service	\$ 99,700.00
41300-7A	Interim funding Port of Paulsboro Redevelopment	Deferred Charges-Unfunded	\$ 152,467.73
40787-7B	Acquisition of various Properties	Reserve for Debt Service	\$1,470,378.05
42812-7A	Acquisition of various Properties	Deferred Charges-Unfunded Capital Improvement Fund	\$5,500,000.00 \$ 195,091.01

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

145

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF DECEMBER 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 December 14, 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 December 14, 2012.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending December 14, 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 December 14, 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, December 19, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

AK

**RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE CITY OF WOODBURY IN THE AMOUNT OF \$8,896.00 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION**

**WHEREAS**, pursuant to the New Jersey Property Tax Assessment Reform Act (“the Act”), N.J.S.A. 54:1-86 et seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

**WHEREAS**, a major aspect of the program is the periodic revaluation of the real property in the City of Woodbury located in the County. N.J.S.A. 54:1-90 provides that every municipality with the pilot county shall implement a real property revaluation; and

**WHEREAS**, N.J.S.A. 54:1-90(b)(2) specifically provides that the County Tax Assessor may waive the revaluation requirement for City of Woodbury upon his/her finding that the City of Woodbury itself implemented certain aspects of the revaluation. Pursuant to N.J.S.A. 54:1-90(c), the City of Woodbury is entitled to reimbursement for certain costs associated with the revaluation; and

**WHEREAS**, the City of Woodbury to whom reimbursement will be paid has certified the actual cost incurred by the City of Woodbury for the revaluation by the City; and

**WHEREAS**, the Director of the Gloucester County Office of Assessment has reviewed the submission and recommends reimbursement to the City of Woodbury in the amount of \$8,896.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the appropriate County Officials are authorized to process the reimbursement to the City of Woodbury in the amount of \$8,896.00.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

Alc

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

Certificate of Availability of Funds

TREASURER'S NO. 12-11025  
2-01-20-151-001-20217

DATE December 5, 2012

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Office of Assessment

AMOUNT OF CERTIFICATION \$8,896.00 COUNTY COUNSEL Carmen Malignaggi

DESCRIPTION:

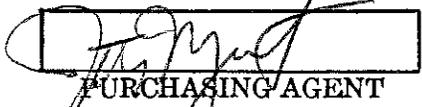
Resolution authorizing the reimbursement to the City of Woodbury in the amount of \$8,896.00 for certain costs associated with tax map expenses as related to revaluation.

VENDOR: City of Woodbury

ADDRESS: 33 Delaware Street  
Woodbury NJ 08096



DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 12-7-12

Meeting Date: December 19, 2012

A7

**RESOLUTION AUTHORIZING CONVEYANCE BY THE COUNTY TO THE BOARD OF TRUSTEES OF GLOUCESTER COUNTY COLLEGE OF CERTAIN REAL PROPERTY CURRENTLY OWNED BY THE COUNTY NO LONGER NEEDED FOR ANY PUBLIC PURPOSE IN THE TOWNSHIP OF DEPTFORD, WHICH IS DESIGNATED AND KNOWN AS TAX BLOCK 417, LOT 16, AND IN THE TOWNSHIP OF MANTUA, WHICH IS DESIGNATED AND KNOWN AS TAX BLOCK 198, LOT 6 FOR \$2,100,000.00**

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

**WHEREAS**, the County is specifically authorized at N.J.S.A. 40A:12-19 to determine by resolution that all or any part of lands, improved or unimproved, are no longer needed for public purposes; and to then authorize the conveyance of such lands to any board of trustees or board of governors, as applicable, of a public institution of higher learning, for educational purposes and uses, upon approval of such conveyance of such a board by resolution; and

**WHEREAS**, the County is the owner of the following improved real property in the Township of Deptford (hereinafter "Deptford") known as Tax Block 417, Lot 16, and in the Township of Mantua (hereinafter "Mantua") known as Tax Block 198, Lot 6 (hereinafter collectively referred to as "the Properties"); and

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

**WHEREAS**, the County desires to convey the Properties, which are not needed for any public purpose or use, to the Board of Trustees of Gloucester County College (hereinafter "GCC"), a public institution of higher learning, for the total consideration of Two Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00), consistent with the terms and provisions of the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et. seq.; and

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

**WHEREAS**, GCC adopted a resolution at a regular board meeting on Tuesday, December 11, 2012, approving of the conveyance by the County to GCC of the Properties for GCC to utilize for public educational purposes and uses either now, or in the future, as part of GCC's capital projects initiative; for the total consideration of Two Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00).

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

1. The Properties, which are improved, are not needed by the County for any public purpose or use;
2. Pursuant to N.J.S.A. 40A:12-19 of the Local Lands and Buildings Law, the Properties be, and the same hereby are, authorized to be conveyed and transferred by the County to GCC for public educational purposes and uses for the total consideration of Two Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00);
3. The County be, and the same hereby is, authorized and directed to convey and transfer all of its right, title and interest in and to the Properties subject to the conditions set forth herein, and the Agreement of Sale authorized herein;
4. The Agreement of Sale shall provide that the County shall be responsible for and perform ISRA compliance and any remediation of any and all environmental condition in or on the Properties, including structures and shall indemnify, defend

and hold harmless GCC for compliance with or any failure to comply with ISRA and for any and all environmental remediation of any kind, including without limitation all past, present or future fines, penalties, orders, and remediation costs, attorney or engineering fees or damages, which agreement shall survive closing;

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

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



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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**ROBERT N. DI LELLA, CLERK**

AS

**RESOLUTION SETTING FORTH DATE, TIME AND LOCATION FOR  
THE ANNUAL REORGANIZATION MEETING ON JANUARY 4, 2013  
AT 6:00 P.M., IN THE CEREMONIAL COURTROOM**

**WHEREAS**, New Jersey Statute mandates that the Board of Chosen Freeholders conduct an annual reorganization meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester does hereby set and establish January 4, 2013, at 6:00 p.m., in the Ceremonial Courtroom (Courtroom #201), in the Old Courthouse, located at 1 North Broad Street, Woodbury, New Jersey as the date, time and place of the 2013 Annual Reorganization.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE  
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
INCREASING THE TOTAL CONTRACT AMOUNT BY \$20,000.00 FOR PY'2012**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2012 authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2012 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines; and

**WHEREAS**, the total amount of the original contract was \$3,623,984.00, and

**WHEREAS**, due to an increase in the form of Workforce Learning Link funds, it is necessary to amend said contract in the amount of \$20,000.00, resulting in the following estimated funds for PY' 2012:

<b>WIA Adult</b>	<b>\$ 491,596.00</b>
<b>WIA Youth</b>	<b>\$ 556,049.00</b>
<b>WIA Dislocated Worker</b>	<b>\$ 722,575.00</b>
<b>Work First NJ</b>	<b>\$1,803,515.00</b>
<b>Workforce Learning Link</b>	<b>\$ 56,000.00</b>
	<b>(\$36,000.00+\$20,000.00)</b>
<b><u>Workforce Development Partnership</u></b>	<b><u>\$ 14,249.00</u></b>

**Total** **\$3,643,984.00; and**

**WHEREAS**, for PY'2012 the grant period shall be reflected as July 1, 2012 through June 30, 2013; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, will continue in full force and effect.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or their designees are hereby authorized to executed the amendment to the contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2012 through June 30, 2013.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

Ba2

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$20,000.00 FOR A TOTAL CONTRACT AMOUNT OF \$56,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 25, 2012, authorizing the execution of a Shared Services Agreement between the County of Gloucester and Gloucester County College, for PY12 Workforce Learning Link funds to be utilized by Gloucester County College to provide adult literacy and GED classroom training services to County residents; and

**WHEREAS**, the total amount of the original agreement was \$36,000; and

**WHEREAS**, due to an increase in the form of Workforce Learning Link funds, it is necessary to amend said Shared Services Agreement in the amount of \$20,000, resulting in raising the Agreement total to \$56,000; and

**WHEREAS**, the grant period shall be reflected as July 1, 2012 through June 30, 2013; and

**WHEREAS**, all terms and provisions of the previously executed Shared Services Agreement, with the exception of total contract amount, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute an amendment to the Shared Services Agreement between the County of Gloucester and the Gloucester County College (GCC) for the grant period of July 1, 2012 through June 30, 2013.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

By: \_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

**AMENDMENT TO A SHARED SERVICES AGREEMENT  
BETWEEN  
GLOUCESTER COUNTY COLLEGE  
AND  
THE COUNTY OF GLOUCESTER**

**THIS** is an amendment to a Shared Services Agreement entered into on the 25th day of July, 2012, by and between **Gloucester County College** with offices at Tanyard Road, Sewell, NJ 08080, hereinafter referred to as **“Contractor”**, and the **County of Gloucester** hereinafter referred to as **“County”**.

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

**The Agreement is amended because the County of Gloucester received additional Workforce Learning Link (WLL) funds from the NJ Department of Labor and Workforce Development. The additional literacy funds of \$20,000.00 increases the agreement from \$36,000.00 to \$56,000.00**

**This agreement will cover the costs associated with Literacy Services conducted by GCC at St. Matthew’s Community Development Center, in Williamstown, NJ and increase literacy/GED instruction at the Correctional Facility from 10 hours to 12 hours. The remainder of the WLL funds will be used at the WLL site at the One-Stop.**

All other terms and provisions of the Agreement and conditionals set forth herein that are consistent with this addendum and State requirements, shall remain in full force and effect.

This addendum is effective December 19, 2012

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER COUNTY COLLEGE**

\_\_\_\_\_

\_\_\_\_\_  
**FREDERICK KEATING, PRESIDENT  
GLOUCESTER COUNTY COLLEGE**

BB

**RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: BERKLEY SQUARE MIXED USE DEVELOPMENT, BLOCK 304, LOT 13; BLOCK 401, LOTS 2.02 AND 2.03, EAST GREENWICH TOWNSHIP, 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 October 10, 2012 for Berkley Square Mixed Use Development in East Greenwich Township has been prepared by James Sassano Associates, Inc. on behalf of Berkley Square, LLC, the Developer.

**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 "Berkley Square Development", and publicly noticed on October 10, 2012, prepared by James Sassano Associates, Inc., 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, December 19, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B3



**JAMES SASSANO ASSOCIATES, INC.**  
Engineering • Surveying • Construction Layout

41 South Route 73  
Building 1, Suite 201  
Hammonton, New Jersey 08037  
(609) 704-1155 FAX (609) 704-1166

November 16, 2012

2601

Rick Westergaard, PP, AICP  
Director of Planning  
Gloucester County Planning Department  
1200 North Deisea Drive  
Clayton, NJ 08312

RE: Berkley Square Mixed Use Development  
Block 304, Lot 13; Block 401, Lots 2.02 & 2.03  
East Greenwich Township, Gloucester County, NJ  
GCUA WMP; Tri-County WQMP  
Program Interest No.: 435433  
Activity No.: CSD120001

Dear Mr. Westergaard:

The purpose of this letter is to request a written statement of consent from your (agency/municipality) for the above-cited proposed WQMP amendment. State of New Jersey regulations (N.J.A.C. 7:15) require that all governmental entities, sewerage agencies, and BPU related sewer and water utilities that may be affected by, or otherwise have a substantial interest in, approval of the amendment proposal, shall be requested to issue a written statement of consent. In consideration of this requirement, the governing body of your (agency/municipality) is hereby requested to issue a statement of consent on the attached amendment proposal. A statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body.

Pursuant to N.J.A.C. 7:15-3.4, this written statement of consent is required within sixty days of your receipt of this letter. Enclosed, as an aid to you to ensure that the resolution is satisfactorily worded, is a "model" resolution. Should you determine that the governing body does not support the amendment proposal, it may submit a resolution to that effect, which shall specify the reasons why the amendment proposal is not supported. A copy of the resolution should be sent to us as well as to the New Jersey Department of Environmental Protection (DEP), Division of Land Use Planning, Office of Land Use Planning, P.O. Box 420, Mail Code 401-071, 401 East State Street, 7th Floor, Trenton, New Jersey 08625.

Please be aware that if you do not submit the requested resolution, the DEP maintains the option of considering approval of the proposed amendment. Therefore, it is in your best interest to submit a resolution defining your position so that the DEP may consider it in their decision-making process on the amendment proposal.

To assist you with this request enclosed for your review please find one copy of each of the following documents/plans:

- September 25, 2012 letter from NJDEP to Richard Clemson requesting that proposed Amendment to the Tri-County Water Quality Management Plan be published in one local newspaper (Gloucester County Times);
- March 15, 2012 cover letter to NJDEP along with the Water Quality Management Plan Amendment Application;
- Amendment Application Form (Including Wastewater Flow Calculation Worksheet);
- Consistency Determination Letter from NJDEP dated February 8, 2012 (Inconsistent);
- East Greenwich Township Tax Map showing the project location;
- USGS Quadrangle showing the project location;
- NJDEP Letter of Interpretation for Block 304, Lot 13, File #0803-07-0003.1 (FWW070001) (no wetlands present);
- NJDEP Letter of Interpretation for Block 401, Lots 2.02 and 2.03, File #0803-11-0002.1-FWW110001;
- East Greenwich Township Water Conservation Ordinance;
- Sample Resolution Consenting to the Proposed Water Quality Management Plan Amendment;
- October 15, 2012 letter from Ware, Streitz & Thompson to NJDEP along with a Certification of Publication of Notice, copy of the actual public notice, and an Affidavit of Publication;
- Boundary and Topographic Survey, Block 304, Lot 13 & Block 401, Lots 2.02 & 2.03, East Greenwich Township, Gloucester County, NJ, prepared by James Sassano Associates, Inc., dated May 5, 2011;
- Comprehensive Site Plan for Berkley Square, Drawing Number CS0200, prepared by James Sassano Associates, Inc., dated October 5, 2011, last revised March 1, 2012;
- Detailed Site Plans for Berkley Square, Drawings CS0201 through CS 0203, prepared by James Sassano Associates, Inc., dated October 5, 2011, last revised March 1, 2012;
- Existing and Proposed Sewer Service Area Map for Berkley Square, Block 304, Lot 13 & Block 401, Lots 2.02 & 2.03, East Greenwich Township, Gloucester County, NJ, Drawing Number E0101, prepared by James Sassano Associates, Inc., dated March 14, 2012;

Please take note that NJDEP published notice of the Proposed WQMP Amendment in the October 10, 2012 New Jersey Bulletin.

The Applicant's publication in the Gloucester County Times (October 10, 2012) specifically states the following:

*"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, 401 East State Street, 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 Division of Coastal and 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 Mr. Richard Clemson, P.E., James Sassano Associates, Inc., 41 South Route 73, Hammonton, NJ 08037. All comments must be submitted.*

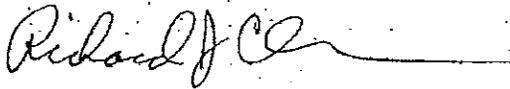
*within 30 days of the date of this public notice. All comments submitted prior to the close of the comment period shall be considered by the Department in reviewing the amendment request. Interested persons may request in writing that the Department hold a non-adversarial public hearing on the amendment 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."*

As of this date, November 16, 2012, our office has not received any comments regarding this proposed WQMP Amendment.

Should you have any questions or require any additional information, please do not hesitate to call me at (609) 704-1155, extension 106.

Sincerely,

James Sassano Associates, Inc.



Richard J. Clemson, P.E., C.M.E.

Encl.

Cc Kathy Giordano – NJDEP, Office of Land Planning, Div. of Coastal & Land Use Planning  
Berkley Square, LLC

Z:\Zeck\2601-Berkley & Cohawkin Rd\Correspondence\Letters\2012-11-16\_WQMP Request for Consent Letter to Gloucester County.docx

Bel

**RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH L.C. EQUIPMENT, INC. IN THE AMOUNT OF -\$137.50 REGARDING ENGINEERING PROJECT #10-02SA**

**WHEREAS**, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Construction of Various Traffic Signing Upgrades throughout the County of Gloucester in various Municipalities", Engineering Project #10-02SA. (hereinafter "Project"); and

**WHEREAS**, a contract for the Project was awarded previously by the County to L. C. Equipment, Inc. (hereinafter "L.C."), with an office address of P.O. Box 595, Tuckahoe, NJ 08250, for and in the amount of \$141,787.50 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #01-Final, which will decrease the total amount of the contract with L.C. by \$137.50, reflecting actual items constructed in the field, resulting in a new total contract amount of \$141,650.00, which is a contract decrease; and

**WHEREAS**, the Project is a 100% State Aid funded project.

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

1. That the hereinabove referenced Change Order Decrease #01-Final regarding the County's Contract with L.C. for the Project be, and the same hereby is, approved; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #01-Final for the aforementioned purposes on behalf of the County; and
3. That 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 Decrease #01-Final 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, December 19, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

155

**RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #03-FINAL  
WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$66,746.92  
REGARDING ENGINEERING PROJECT #09-10FA**

**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 Mantua Grove Road, County Route 643 and Parkville Station Road, County Route 656 between Imperial Way and 2,000' Southeast of County Route 551, in the Township of West Deptford, Gloucester County", Federal Project No. FS-B00S(999) ARRA Stimulus Project, Engineering Project #09-10FA. (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 \$830,621.59 (hereinafter the "Contract"); which was subsequently increased by two prior change orders to \$887,587.45; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order Decrease #03-Final, which will decrease the total amount of the contract with South State by \$66,746.92, reflecting final adjustments in quantities to reflect as-built quantities, resulting in a new total contract amount of \$820,840.53, which is a contract decrease; and

**WHEREAS**, the Project is a 100% Federal Aid funded project.

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

1. That the hereinabove referenced Change Order Decrease #03-Final regarding the County's Contract with South State for the Project be, and the same hereby is, approved; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #03-Final for the aforementioned purposes on behalf of the County; and
3. That 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 Decrease #03-Final 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, December 19, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

BE

**RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #02-FINAL  
WITH SOUTH STATE, INC. IN THE AMOUNT OF -\$30,753.96  
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 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 \$443,639.20 (hereinafter the "Contract"), which was subsequently increased by a prior change order to \$453,579.20; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #02-Final, which will decrease the total amount of the contract with South State by \$30,753.96, reflecting final quantities that have been installed, and unavoidable supplemental items due to a conflict with an existing storm line encountered during required handicap ramp replacement, as part of the Project, resulting in a new total contract amount of \$422,825.24, which is a contract decrease; and

**WHEREAS**, the Project is a 100% Federal Aid funded project.

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

1. That the hereinabove referenced Change Order Decrease #02-Final regarding the County's Contract with South State for the Project be, and the same hereby is, approved; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order Decrease #02-Final for the aforementioned purposes on behalf of the County; and
3. That 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 Decrease #02-Final 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, December 19, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

BLP

**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 \$9,940.00
- 7. Amount of this Change Order No. 2 (Final): -\$30,753.96
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$422,825.24
- 9. Need or Purpose of this Change Order: This change order is reflective of the final quantities that have been installed. Additionally, the supplemental items are for an unavoidable conflict with an existing storm line during the required handicap ramp replacement. Please note this project is 100% Federally funded.

This change order requested by [Signature] on 12-3-12  
(Department Head) (Date)

Accepted by [Signature] on 11/6/12  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

B20

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER

Sheet 1 of 2  
Order No. 2-1141  
Order Letter:  
Date: 1/16/12

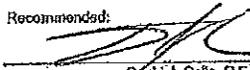
Project: Resurfacing & Safety Improvements County Road 663, Tanyard Road, Evergreen Ave to Walnut Ave  
Federal Project No: DHD-0042(101) Doc. No. \_\_\_\_\_  
Contractor: South State

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 (final quantities)

Nature and reason for order:  
This change order is based on final as-built quantities.

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: 6/1/12 Adjusted This Order (1 or 2): Previous Adjustments (1 or 2): Adjusted Completion Date:			
Adjusted amount based on orders No. 1:	\$453,579.20		\$453,579.20				
Adjusted amount based on orders No. 2 (Final):	\$422,826.84		\$422,826.84				
ORDER NO. 2 (Final)	X Road	Bridge	Other	RESERVED FOR FHWA OR F.T.A.			
	Road	Bridge	Total				
Extra Work:	\$4,012.00	\$0.00	\$4,012.00				
Increases:	\$34,253.75	\$0.00	\$34,253.75				
Decreases:	-\$69,019.71	\$0.00	-\$69,019.71				
Total:	-\$30,753.86	\$0.00	-\$30,753.86				

Recommended:  
  
David J. Gella, P.E.  
Gloucester County Engineer or County Representative

1/16/12  
Date

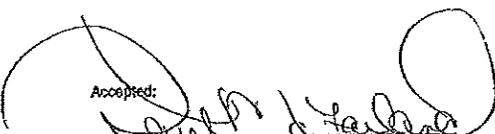
Approved:  
  
Robert M. Damminger  
Freholder Director

Date: 1/16/12

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

1/16/12  
Date

Name: Dawn McFarland  
Title: Project Administrator

CONTRACTS PAYABLE SECTION  
Reviewed by: \_\_\_\_\_ Date  
Input Submitted by: \_\_\_\_\_ Date  
Certification of Funds:  
  
Director of Accounting & Auditing Date

Unprotested  
Protested by letter dated \_\_\_\_\_ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER

Sheet 2 of 2  
Order No. 2 Final  
Order Letter  
Date: 11/2/12

Project: Resurfacing & Safety Improvements County Road 683, Terry Road, Evergreen Ave to Walnut Ave  
Federal Project No: DHD-4042-(101)  
Contractor: South State, Inc.

Doc. No. \_\_\_\_\_

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
<b>Extras</b>				
S-1	12" PVC Storm Pipe	+ 36 LF	\$42.00	\$1,512.00
S-2	Connection to Existing Structures	+ 1 LS	\$2,600.00	\$2,600.00
			<b>Total Extras</b>	<b>\$4,012.00</b>
<b>Increases</b>				
12	Hot Mix Asphalt 9.5M84 Leveling Course	+ 249.23 Ton	\$126.00	\$31,163.75
18	Hot Mix Asphalt Driveway 2" Thick	+ 50 LF	\$35.00	\$1,750.00
39	PoEce Traffic Director	+ 22.5 NH	\$60.00	\$1,350.00
			<b>Total Increases</b>	<b>\$34,253.75</b>
<b>Decreases</b>				
2	Excavation, Test pits	- 16 CY	\$0.01	-\$0.16
4	Excavation, Unclassified	- 40 CY	\$20.00	-\$800.00
5	1-14 Soil Aggregate	- 100 CY	\$0.01	-\$1.00
6	S&I Fence	- 100 LF	\$0.25	-\$25.00
7	Inlet Filters	- 20 Unit	\$0.26	-\$5.00
8	Sewcutting	+ 381 LF	\$0.60	\$190.60
9	Sewing and Sealing Joints in Hot Mix Asphalt Overlay	- 180 LF	\$5.00	-\$750.00
10	Danse Graded Aggregate Base 6" Thick	- 50 SY	\$7.00	-\$350.00
11	Hot Mix Asphalt 10M64 Base Course, 4" Thick	- 50 SY	\$20.00	-\$1,000.00
13	Tack Coat	- 1160 Gal.	\$0.01	-\$11.60
14	Hot Mix Asphalt 12.5H64 Surface Course, 2" Thick	- 425 SY	\$7.75	-\$3,293.75
16	Milling, 0" - 2" Thick, Variable Depth	- 376 SY	\$2.00	-\$760.00
18	8" x 8" x 18" Concrete Vertical Curb	- 623 LF	\$22.00	-\$11,596.00
19	Reset Existing Casting	- 5 Unit	\$1.00	-\$5.00
21	Reset Water Valve Boxes	- 8 Unit	\$50.00	-\$400.00
22	Reset Gas Valve Boxes	- 5 Unit	\$50.00	-\$250.00
24	Concrete Sidewalk, 4" Thick	- 27 SY	\$70.00	-\$1,890.00
25	Public Sidewalk Curb Ramp Definition	- 35 SF	\$20.00	-\$720.00
28	Turf Repair Strip	- 3356 LF	\$0.10	-\$335.60
29	Traffic Stripes, Long-Life, Epoxy Resin 4"	- 2484 LF	\$0.27	-\$673.38
30	Traffic Markings, Lines, Long Life Thermoplastic	- 2745 LF	\$0.60	-\$1,647.00
31	RPM, Bi-Directional Amber Lens	+ 85 Unit	\$0.10	\$8.50
32	Regulatory and Warning Signs	- 4 SF	\$40.00	-\$160.00
42	Traffic Markings, Symbols, Long Life	- 32 SF	\$9.15	-\$198.80
44	RPM Bi-Directional, Red/White Lens	- 2 Unit	\$0.10	-\$0.20
63	Cast Iron Curb Pieces, Eco Type F, 8" Head	- 7 Unit	\$400.00	-\$2,800.00
70	Inlet Type B	- 1 Unit	\$3,000.00	-\$3,000.00
71	Asphalt Price Adjustment	- 1 LS	\$25,326.01	-\$25,326.01
78	Fuel Price Adjustment	- 1 LS	\$10,464.32	-\$10,464.32
75	Removal of Traffic Stripes and Markings	- 1000 LF	\$0.50	-\$500.00
80	Non-Vegetative Surface, Hot Mix Asphalt, 2" thick	- 98 SY	\$20.00	-\$1,960.00
			<b>Total Decreases</b>	<b>-\$69,019.71</b>
<b>Total Amount Change Order No. 2 Final</b>				<b>-\$30,753.96</b>

Amount of Original Amount: \$443,639.20  
Adjusted Amount Based on Change Order No. 1: \$453,579.20  
Adjusted Amount Based on Change Order No. 2 (Final): \$422,825.24  
Total Change (+ or -): (\$30,753.96)  
% of Change in Contract: -4.69%  
[(+) Increase or (-) Decrease] Decrease

B7

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ADAMS REHMANN & HEGGAN ASSOCIATES, INC. IN THE AMOUNT OF \$155,280.00, PER RFP-12-054, FOR ENGINEERING PROJECT #08-04SA**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has need for Construction Management and Inspection Services; and

**WHEREAS**, this need for such professional services is relative to the County's road improvement project known as "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County", Engineering Project #08-04SA (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals for such professional services, via RFP-12-054, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

**WHEREAS**, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Adams, Rehmann & Heggan Associates, Inc. (hereinafter "ARH"), with an office address of 850 South White Horse Pike, Hammonton, NJ 08037-2019, made the most advantageous proposal to provide said services to the County for a total contract amount of \$155,280.00; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$155,280.00, pursuant to C.A.F. #12-10875, which amount shall be charged against budget line item C-04-12-013-165-13226.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized and directed to execute a contract with ARH for Construction Management and Inspection Services for the Project, as set forth in RFP-012-054, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$155,280.00), per the prices submitted in ARH's proposal dated November 16, 2012, and contingent upon approval by the NJ Department of Transportation.

**BE IT FURTHER RESOLVED** that pursuant to the requirements of the Local Public Contracts Law, and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that this Resolution and contract are on file and available for public inspection in the Office of the Purchasing Agent for Gloucester County, shall be published once in the Gloucester County Times

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**

**THIS CONTRACT** is made effective this 19<sup>th</sup> day of **December 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Adams, Rehmann & Heggan Associates, Inc.**, with offices at 850 South White Horse Pike, Hammonton, NJ 08037-2019, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for Professional Engineering Services in the nature of Construction Management and Inspection Services required for the County's construction of the road improvement project known as "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County", Engineering Project #08-04SA (hereinafter the "Project"); and

**WHEREAS**, the County issued RFP-012-054 for the said construction management and inspection services, to which the Contractor responded; and

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** This Contract shall be effective for the length of time necessary for the actual completion of the Project.

**2. COMPENSATION.** Contractor shall be compensated in an amount not to exceed **\$155,280.00** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated October 16, 2012 (hereinafter the "Proposal").

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 012-054 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

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

period during which the County is so prevented.

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

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

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through

non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest

ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

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

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

- 22. CONTRACT PARTS.** This Contract consists of this Contract document, and the RFP,

and the Contractor's Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

**THIS CONTRACT** is effective as of this **19<sup>th</sup>** day of **December 2012**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ADAMS, REHMANN & HEGGAN ASSOC., INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)

B7

**BASIS OF AWARD**

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-0-054 Construction Inspection Services Woodbury-Glassboro Rd – ARH

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Technical Proposal contains all required information</b> All required documentation submitted.</p> <p style="text-align: center;">___ 5 ___ points</p>	<p style="text-align: center;">5</p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Project Manager David Cella and Assistant PM Kathryn K both PE's and worked very well on past projects</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">24</p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> ARH performed very well on Tanyard Road Project and are very familiar with County procedures.</p> <p style="text-align: center;">___ 25 ___ points.</p>	<p style="text-align: center;">24</p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b></p> <p style="text-align: center;">___ 25 ___ points. Good bullet points , they have reviewed the project and have a good understanding for the work.</p>	<p style="text-align: center;">25</p>
<p><b>E. Reasonableness of Cost Proposal</b></p> <p style="text-align: center;">___ 20 ___ points. Cost seems appropriate for the project</p>	<p style="text-align: center;">19</p>
<p style="text-align: center;"><b>TOTALS</b></p>	<p style="text-align: center;"><b>97</b></p>

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

Certificate of Availability of Funds

TREASURER'S NO. 12-10875 DATE November 30, 2012

C-04-12-013-165-13226 (\$155,280.00)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

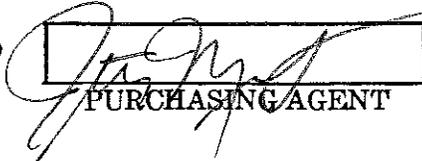
AMOUNT OF CERTIFICATION (\$155,280.00) COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Professional Services Contract for Construction Management & Inspection Services per RFP-012-054 for the project "Intersection Improvements to Woodbury-Glassboro Road, County Route 553 at Lambs Road, County Route 635 and Tylers Mill Road, Borough of Pitman and Mantua Township, Gloucester County" Engineering Project #08-04SA

VENDOR: Adams Rehmann & Heggan Associates, Inc.

ADDRESS: 850 South White Horse Pike  
Hammonton, NJ 08037-2019

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 12-10-12

Meeting Date: December 19, 2012

B8

**RESOLUTION AUTHORIZING THE TRANSFER OF THE COUNTY'S OWNERSHIP INTEREST IN PROPERTY KNOWN AS A PORTION OF BLOCK 64, LOT 5, TOWNSHIP OF HARRISON, PREVIOUSLY PURCHASED FOR CONSTRUCTION OF THE MULLICA HILL BY-PASS ROAD WIDENING AND HISTORIC PRESERVATION PURPOSES**

**WHEREAS**, the County of Gloucester (hereinafter "The County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to transfer its interest in the part of the land that remains after completion by of the Mullica Hill By-Pass Project (hereinafter the "Project") located at 94 North Main Street, Mullica Hill, NJ 08062, and known as a portion of **Block 64, Lot 5**, in the **Township of Harrison** (hereinafter the "Property"), to the Township of Harrison (hereinafter the "Township") for historical preservation; and

**WHEREAS**, the County currently holds a total full undivided ownership interest in the Property, which is located in the Township; and the County desires to transfer its interest in the Property to the Township, while reserving a road easement to itself for the right-of-way required for the Project, so that the Township may continue historical preservation of same; and

**WHEREAS**, the County and Township have both indicated a willingness to enter into an Agreement of Sale to transfer and convey the County's interest in the Property to the Township, less the road easement, so that it may be forever preserved as such.

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

1. The Agreement of Sale attached hereto, and made a part hereof, between **The County, and The Township**, in regard to the transfer of the County's ownership interest in the land and premises located at 94 North Main Street, Mullica Hill, NJ 08062 and known as **Block 64, Lot 5** in the **Township of Harrison**, County of Gloucester and State of New Jersey, with the reservation of a road easement by the County, is hereby approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, be and the same hereby is authorized and directed.
2. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any and all documents and instruments necessary to complete this transaction.
3. The appropriate County representatives, including County Counsel, or any Assistant County Counsel, be and are hereby authorized to sign all documents necessary to complete closing of this transaction.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Prepared By:

AUGUST E. KNESTAUT  
Assistant County Counsel  
County of Gloucester

**AGREEMENT OF SALE FOR REAL ESTATE**

**COUNTY OF GLOUCESTER**

**(SELLER)**

**TO**

**TOWNSHIP OF HARRISON**

**(BUYER)**

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**IN CONSIDERATION OF** the mutual promises, covenants and conditions contained in this Agreement, the parties hereby agree as follows:

**1. Parties.** The parties to this Agreement, and their addresses, are as follows:

**SELLER: County of Gloucester, a body politic and corporate of the State of New Jersey,**  
1 North Broad Street  
Woodbury, NJ 08096,

(hereinafter referred to as "Seller"); **and,**

**BUYER: Township of Harrison, a municipal corporation of the State of New Jersey,**  
114 Bridgeton Pike  
Mullica Hill, NJ 08062,

(hereinafter referred to as "Buyer").

**2. Agreement to Buy Property.** The Seller hereby agrees to bargain and sell to Buyer, and the Buyer hereby agrees to purchase from the Seller, the following property:

All of Seller's right, title and interest in and to the land, and any buildings and other improvements thereon, described as follows:

**Tax Map Reference:** Block 64, Lot 5 (less a road easement retained by the County)  
**Street Address:** 94 North Main Street  
**Municipality:** Township of Harrison  
**County:** Gloucester  
**State:** New Jersey

(hereinafter referred to collectively as the "Property"),

with the exception that the Seller is reserving unto itself in, over and across the Property, a perpetual road easement for right-of-way, which said road easement is described in the Exhibit "A" attached hereto, and made a part hereof (hereinafter the "Road Easement").

**3. Payment.** The Buyer agrees to pay Seller the purchase price of One Dollar and Zero Cents (\$1.00) for the Property, as follows:

By government check, subject to any adjustments, as set forth herein, as follows:

(a) Buyer, **Township of Harrison**, will pay One Dollar and Zero Cents (\$1.00).

4. **Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses, as of the date of closing: real property taxes, municipal water charges, sewer, rent, utilities and any other municipal liens and charges.

5. **Physical Condition of Property.**

A. **Risk of Damage.** The Property is being sold in "as is" condition with the Seller making no representations or warranties except as specifically provided in this Agreement; and Buyer is relying upon its own due diligence. The Seller agrees to deliver the Property at closing in its present condition, except for reasonable wear and tear.

B. **Inspections.** The Seller agrees to permit the Buyer's appraisers, engineers, inspectors, and surveyors ("Buyer's Representatives") to inspect the Property at any reasonable time prior to closing of title upon written notice to Seller. Buyer shall provide evidence of insurance coverage with respect to Buyer and Buyer's Representatives in form, substance and amount satisfactory to Seller prior to any such entry onto the Property. Buyer shall indemnify, defend and hold Seller harmless for any liability, claims or damages of any kind suffered as a result of inspections or entry by Buyer or Buyer's Representatives onto the Property. If closing under this Agreement does not occur, Buyer shall return the Property to its pre-inspection condition at Buyer's sole cost and expense.

6. **Quality of Title.**

A. **Transfer of Ownership.** At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed, and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

B. **Type of Deed.** A deed is a written document used to transfer ownership of property. Seller agrees to transfer title to the Property by a Bargain and Sale Deed with Covenants against Grantor's Acts. It is understood by the Buyer that the Property being conveyed herein is encumbered by road easement restrictions. The Buyer agrees to purchase and accept the Property subject to the road easement restrictions.

C. **Quality and Insurability of Title.**

(1) The title to be transferred shall be marketable title, and insurable at regular rates by a reputable title insurance company authorized and licensed to do business in the State of New Jersey. Title shall be subject to all existing easements, covenants and restrictions of record, if any. A violation of any easements, covenants or restrictions shall not be a reason for the Buyer refusing to complete settlement, as long as the title company insures the Buyer against actual loss at regular rates.

(2) Seller states to the best of Seller's knowledge that any buildings or other improvements on the Property are within its boundary lines. Seller also states to the best of its knowledge that no improvements on adjoining properties extend across the boundary lines of the Property. This shall not apply to any fences or hedgerow which may coincide with the boundary lines.

- (3) In the event that Seller is unable to transfer the quality of title required, and if Buyer is unwilling to accept Seller's title without a reduction of the purchase price, then Buyer or Seller may cancel this Agreement.

**7. Other Contingencies.** None

- 8. Closing.** The closing under this Agreement shall be held at a reputable title company of the Buyer's choosing within ninety (90) days after the date that this Agreement is signed, sealed and delivered by the parties. The parties agree to use best efforts to ensure that closing occur within this ninety (90) day period. Time is of the essence.
- 9. Possession.** At closing, Buyer will be given possession of the Property. The Property shall be sold free of any leases, licenses, tenancies or other contracts or agreements providing rights of possession; and possession of the Property shall be delivered at closing free and clear of all tenancies and other occupancies.
- 10. Broker's Commission.** Buyer represents that it did not engage any real estate broker or brokerage organization to represent its interests with respect to the within contemplated sale. Seller represents that it did not engage or authorize any real estate broker or brokerage organization to display, show or offer the Property to the Buyer. The parties agree to save, hold harmless, indemnify and defend each other from and against any claims made by any real estate broker or brokerage organization for commissions or for damages resulting from a failure to pay real estate commission, where such claim is based in whole or in part on facts which are contrary to the representation herein made by the party against whom such indemnification is sought. The provisions of this Section 10 shall survive closing, and delivery of the Deed.

**11. Default.**

**A. Seller's Default.** It shall be a default by Seller, if Seller:

- (1) Fails to transfer the Property to Buyer at closing in accordance with the terms of this Agreement;
- (2) Fails to comply with the requirements of this Agreement;
- (3) Fails to deliver title of the quality described in this Agreement; or,
- (4) Fails to cooperate under this Agreement with Buyer in good faith.

If Seller defaults, Buyer may avail itself of all rights and remedies that Buyer may have at law or in equity, including, but not limited to, specific performance; and Seller shall be responsible to Buyer for all litigation expenses and court costs, including reasonable attorneys fees.

**B. Buyer's Default.** It shall be a default by Buyer, if Buyer:

- (1) Fails to close on the Property as required by the terms of this Agreement;
- (2) Fails to comply with the written requirements of this Agreement; or,
- (3) Fails to cooperate under this Agreement with Seller in good faith.

If Buyer defaults, Seller may avail itself of all rights and remedies Seller may have at law or in equity, including, but not limited to, specific performance; and Buyer shall be responsible to Seller for all litigation expenses and court costs, including reasonable attorneys fees.

**C. Cancellation.** This Agreement is intended to be legally binding as to all parties. However, if a provision of this Agreement gives a party or parties the right to cancel the Agreement under certain conditions, the party canceling must give written notice of cancellation to the other party within any time limits specified. Upon such cancellation, Seller and Buyer shall be released from all further liability to each other. If a cancellation period expires, the party shall have no right to cancel after the expired cancellation period.

**D. Cure of Default.** The parties mutually agree to confer in good faith and attempt to cure any defects or defaults in order to facilitate the sale and purchase of the Property. This shall require either party to promptly notify the other in writing of any defects or defaults discovered, and to grant reasonable extensions of time to the other party to correct the problem.

**12. Costs and Liens at Closing.** At closing, Seller shall pay for the following settlement costs: deed preparation, lien payoffs, discharges and cancellations, unpaid taxes or utility costs, Seller's attorney's fees, and Seller's real estate brokerage fees, if any.

Buyer shall pay for the following settlement costs at the time of closing in addition to the balance of the purchase price: survey costs, hazard insurance, title report and insurance, title company settlement fee, appraisal fees, advance escrow for taxes, interest, insurance and deed recording fees.

Buyer warrants and represents that this sale transaction is fully exempt from the realty transfer fee; and further, that the transaction is not subject to rollback taxes. Buyer shall however be responsible to pay any realty transfer fee, or rollback taxes, that may be due and owing.

### **13. Miscellaneous Provisions.**

**A. Notices.** All notices or cancellations given under this Agreement shall be in writing, and given to all parties at the addresses of the parties specified in Section 1 of this Agreement. They may be given by:

- (1) personal delivery to the other party, or to the attorney for the other party, or
- (2) certified mail, return receipt requested; or delivery by a nationally recognized express delivery service, addressed to the other party at the address written at the beginning of this Agreement, or to the attorney for the other party. Notices given by certified mail, or express delivery, shall be effective when mailed.

**B. Assignment.** The Buyer may not transfer the Buyer's rights under this Agreement to another without the written consent of the Seller. The Seller shall not unreasonably withhold this consent, provided assignee is financially responsible.

**C. Recording of Agreement.** This Agreement shall not be recorded.

- D. Complete Agreement.** This Agreement is the entire agreement between the parties. This Agreement replaces and cancels any previous agreements or negotiations between the parties. This Agreement can only be changed by an agreement in writing signed by all parties. Seller has not made any other agreement to sell the Property to anyone else.
- E. Headings.** The headings of the sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents of this Agreement.
- F. Parties Liable.** This Agreement shall be binding upon all parties who sign it, and all who succeed to their rights and responsibilities.
- G. Merger.** At closing, all of the promises and obligations contained in this Agreement shall be merged into and replaced by the settlement papers and the transfer of title. The only exception to this shall be material violations, material misrepresentations, material concealments and material undisclosed violations of this Agreement.
- H. Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey.
- I. Counterparts.** This Agreement may be signed in one or more copies. All such signed copies shall be considered an original Agreement, including copies transmitted by telecopy, electronic mail, or FAX, any one of which shall constitute an original of this Agreement. When facsimile copies have been executed by all parties, they shall have the same effect as if the signatures of each copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

*[SIGNATURE PAGE FOLLOWS]*

**THIS AGREEMENT** is signed, sealed and agreed to by the undersigned on this **19th day of December, 2012.**

**(SELLER)**



Witnessed or Attested By:

**COUNTY OF GLOUCESTER**

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

BY: \_\_\_\_\_  
**Robert M. Damminger,**  
**Freeholder Director**

**(BUYER)**



Witnessed Attested By:

**TOWNSHIP OF HARRISON**

\_\_\_\_\_  
BY: \_\_\_\_\_  
**Mayor Lou Manzo**

## EXHIBIT "A"

RESERVING THEREFROM for the County the following Road Easement for the Mullica Hill Bypass across the frontage of the above defined parcel, said easement being described as follows:

BEGINNING at an iron pipe set at the intersection of the Westerly edge of a 60 foot wide street known as Main Street, in the Village of Mullica Hill, with the center line of the road leading to Swedesboro, thence

- (1) along said center line North 55 degrees 56 minutes West, 162 feet to a corner of the School House Lot; thence
- (2) by the same North 74 degrees 22 minutes West, 132.97 feet to an iron pipe corner to Lot of Delia P. Allen and an angle point in the aforesaid Mullica Hill Bypass's southwesterly right-of-way line; thence
- (3) along said right-of-way line, South 54 degrees 28 minutes 35 seconds East, 89.10 feet more or less to another angle point in said right-of-way line; thence
- (4) still along same, parallel with and 40.56 feet southwesterly from the construction baseline of the newly-constructed Mullica Hill Bypass, South 55 degrees 39 minutes 36 seconds East 189.71 feet more or less to the Westerly edge of the said Main Street; thence
- (5) along the Westerly edge thereof North 45 degrees 47 minutes East 46.18 feet more or less to the place of beginning.

SAID DESCRIBED COMPOSITE PARCEL containing 9,897.89 square feet or 0.227 acres of land, including within its bounds both the aforementioned 24.75-foot-wide strip of highway with an area of 4,865.08 square feet or 0.112 acres (being in the southwesterly half of the Swedesboro Road, originally 49.50 feet wide) AND ALSO including a partially overlapping 40.56-foot-wide and variable width strip, being in the Southwesterly portion of the said Mullica Hill Bypass, leaving the REMAINING PARCEL, designated as Lot 5, containing a net area of 18,816.36 square feet or 0.432 acres excluding all highway right-of-way.

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**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2013 4WD FORD ESCAPE FROM HERTRICH FLEET SERVICES, INC., TO BE USED BY THE HEALTH DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$23,093.00**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids under PD #12-047 to purchase one (1) 2013 4WD Ford Escape; and

**WHEREAS**, following the public bidding procedure, it was determined that **HERTRICH FLEET SERVICE, INC.**, located at 1427 Bay Road, Milford, Delaware 19963 was the lowest responsive and responsible bidder to provide said vehicle, for an amount not to exceed \$23,093.00; and

**WHEREAS**, the purchase of this 2013 4WD Ford Escape is in accordance with the funds available under the Solid Waste Grant funding for 2012; and

**WHEREAS**, notwithstanding the status of this contract as open ended, Purchasing Agent has certified the availability of funds in the amount of \$23,093.00 pursuant to CAF#12-11076, which amount shall be charged against budget line item #T-03-08-518-330-20610.

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

1. That a contract for the purchase of one (1) 2013 4WD Ford Escape is hereby awarded to Hertrich Fleet Service, Inc., for a total amount not to exceed \$23,093.000.
2. That the Director of the Board and the Clerk of the Board are hereby authorized to execute any other documents necessary for the aforementioned purpose on behalf of the County of Gloucester.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

<p>PD 012-047                  Bid Opening 11/27/2012 10:00am                  SPECIFICATIONS FOR SUPPLYING ONE (1) 2013 OR NEWER FORD ESCAPE 4WD 4 DOOR BASE MODEL (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC &amp; 16GLCP</p>	<p>VENDOR:                  Hertrich Fleet Services                  1427 Bay rd.                  Milford De.                  Michael Wright                  800 698-9825                  302 839-0555 Fax</p>	<p>VENDOR:                  Winner Ford                  250 Berlin Rd.                  Cherry Hill, NJ 08034                  Mike Draghuschak                  856 427-2792                  856 428-4718 Fax</p>	<p>Per Unit</p>	<p>Per Unit</p>
<p>1</p>	<p>2013 Ford Escape 4WD</p>	<p>\$23,093.00</p>	<p>\$24,267.00</p>	
<p>TOTAL</p>				
<p>DELIVERY ARO</p>	<p>60 To 90 Days</p>	<p>Based on production at time of order</p>		
<p>Variations: (if any)</p>	<p>NONE</p>	<p>NONE</p>		
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	<p>YES</p>		
<p>Bid specifications sent to:</p>	<p>Center for Digital Gov. Tower Ford</p>	<p>Foulke Management Prime Vendor</p>	<p>Day Ford</p>	
<p>Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely,</p>	<p>Robert J. McErlane Assistant Purchasing Agent</p>		

C1

**SIGNATURE PAGE**

SIGNED: 

COMPANY: Henrich Fleet Services Inc

NAME: Michael Wright  
(PRINTED OR TYPED)

ADDRESS: 1427 Bryn Rd  
Milford De 19963

TITLE: Govt Sales Mgr

TELE #: 800-698-9825

DATE: 11/22/12

FAX #: 302-839-0555

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2013 FORD ESCAPE 4WD OR EQUAL	1	\$23073. <sup>00</sup>
	<b>TOTAL</b>	<b>\$23073.<sup>00</sup></b>

**BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:**

DELIVERY DATE: 60 to 90 DAYS ARO

VARIATIONS:

None

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CI

SIGNATURE PAGE

SIGNED: 

COMPANY: WINNER FORD

NAME: Michael Prohaska  
(PRINTED OR TYPED)

ADDRESS: 250 BERLIN RD  
CHERRY HILL NJ 08034

TITLE: Acct MGR

TELE #: (856) 427-2792

DATE: 11/23/12

FAX #: (856) 428-4718

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE VEHICLE, FOR WHICH BIDS WILL BE OPENED AND READ IN PUBLIC ON THE DATE ADVERTISED IN THE NEWSPAPER IN THE PURCHASING DEPARTMENT, 2ND FLOOR, COUNTY ADMINISTRATION BUILDING, 2 SOUTH BROAD STREET, WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH THE REQUIRED ITEM IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES OFFERED BELOW.

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>
1. 2013 FORD ESCAPE 4WD OR EQUAL	1	\$24,267.00
	<b>TOTAL</b>	\$24,267.00

**BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:**

DELIVERY DATE: \_\_\_\_\_ DAYS ARO  
*BASED ON PRODUCTION SCHEDULE AT TIME OF ORDER*

VARIATIONS:

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

C1

Certificate of Availability of Funds

TREASURER'S NO. 12-11076

DATE December 7, 2012

T-03-08-518-330-20610  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Health

AMOUNT OF CERTIFICATION \$23,093.00 COUNTY COUNSEL Emmett E. Primas, Jr.

DESCRIPTION: 2013 Ford Escape 4WD to be purchased under Solid Waste Grant funding under Bid Specifications PD#12-047.

VENDOR: Hertrich Fleet Services, Inc.

ADDRESS: 1427 Bay Road

Milford, DE 19963

[Signature] 12/7/12  
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 12-10-12

**RESOLUTION AUTHORIZING A CONTRACT MODIFICATION WITH THE STATE OF NEW JERSEY DEPARTMENT OF HUMAN SERVICES TO THE 2012 PERSONAL ASSISTANCE SERVICES PROGRAM GRANT TO REFLECT A CHANGE IN THE REIMBURSABLE CEILING FROM \$435,000.00 TO \$280,937.50 IN ACCORDANCE WITH NEW "CASH MODEL" REGULATIONS**

**WHEREAS**, the County entered into an agreement with the State of New Jersey Department of Human Services for a 2012 Contract Renewal # 12-ARHS for provisions provided in the Personal Assistance Services Program (PASP) in the amount of \$435,000.00; and

**WHEREAS**, the Personal Assistance Services Program (PASP) Contract was modified effective August 1, 2012 by the contracting entity when a transition to "Cash Model" and new regulations took effect; and

**WHEREAS**, the County no longer enters into sub-contracts for services as the consumer directly hires their choice of an assistant therefore modifying the contracted level of service; and

**WHEREAS**, the State of New Jersey Department of Human Services has modified the grant amount to \$280,937.50 in Modification # 12 ARHS-01; and

**WHEREAS**, the County's Division of Disability Services certifies to the Board of Chosen Freeholders of the county that all data contained in the modification are true and correct.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute the Contract Modification and any other pertinent documents between the County of Gloucester and State of New Jersey Department of Human Services to modify the Reimbursable Ceiling with Grant Contract# 12 ARHS from \$435,000.00 to \$280,937.50 with Modification # ARHS -01.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CA

STATE OF NEW JERSEY  
DEPARTMENT OF HUMAN SERVICES  
P1.10 CONTRACT MODIFICATION FORM

Provider Agency Name: Gloucester County Division of Disability Services Modification # 12-ARHS-01  
Fiscal-Year-End 6/30/12 Contract Term 01/01/12 thru 12/31/12

Contract # 12-ARHS Cognizant Contract: Yes  No   
Division(s) affected by the Modification \_\_\_\_\_

Date of most recently approved Contract Modification: \_\_\_\_\_

Requested effective date for this Contract Modification: 08/01/12

Check applicable area(s) for modification:

- 1)  Change to the Reimbursable Ceiling: from \$435,000 to \$280,937.50
- 2)  Increase in Total Cost: from \_\_\_\_\_ to \_\_\_\_\_
- 3)  Change in the Contract term: currently from \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_ to the revised term \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_
- 4)  Change exceeding the Flexible Limits.
- 5)  Transfer of budgeted cost across DHS Contracts or Clusters.
- 6)  Transfer of federal and/or other revenue across DHS Contracts or Clusters.
- 7)  Change to the method of allocating G&A, the indirect cost rate and/or its application.
- 8)  Addition or deletion of an entire Budget category (A through M individually).
- 9)  Addition of Line Items within Budget Category (B) Consultants and Professional Fees.
- 10)  Equipment not in approved budget above \$5,000 per item.
- 11)  Change in payment methodology.
- 12)  Change in the payment rate(s)
- 13)  Change in target population
- 14)  Change in contracted performance standards
- 15)  Change in contracted level of service
- 16)  Change in contracted staff/client ratios.
- 17)  Change of Subcontractors providing direct services or change to subcontracted direct services.

Please attach an explanation

This form, its attachments and/or revised section(s) of the programmatic Annex A and/or the revised itemized Annex B Budget or Rate Information Summary, constitute this entire Contract Modification. The persons whose signatures appear below agree to this Contract Modification.

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

Robert M. Damminger

Joseph M. Amoroso

Title Freeholder Director

Title Director, State Department of Disability Services

Provider Agency: Gloucester County Div. of Disability Services Departmental Component: Division of Disability Services

Date: \_\_\_\_\_ Date: \_\_\_\_\_

DATE EFFECTIVE: 08/01/12

State of New Jersey  
Department of Human Services

**SUBJECT:** Standardized Board Resolution Form

**EFFECTIVE:** This policy shall become effective August 1, 2009.

**PROMULGATED:** July 20, 2009

**SUPERCEDES:** Standardized Board Resolution Form, promulgated  
November 21, 2007

**PURPOSE:** The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

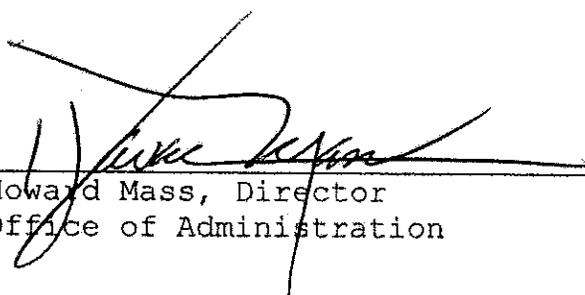
The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

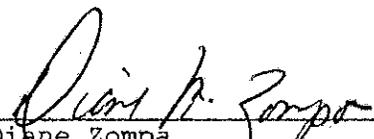
The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



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Howard Mass, Director  
Office of Administration



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Diane Zompa  
Chief of Staff  
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)\*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated 4/8/11.
- C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is any change in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

**\* This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # 12ARHS-01 for Contract

Period January 1, 2012 to December 31, 2012.

Agency: Gloucester County Division of Disability Services

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

N/A  
Chairperson, Board of Directors \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Division Head \_\_\_\_\_ Date \_\_\_\_\_  
Leona G. Mather

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

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

Gary Schwarz \_\_\_\_\_ Treasurer \_\_\_\_\_  
Name Title

Leona G. Mather \_\_\_\_\_ Division Head \_\_\_\_\_  
Name Title

DDS Providers Only

DEPARTMENT OF HUMAN SERVICES  
DIVISION OF DISABILITY SERVICES

**SUBJECT:** Annex A to Standard Language Purchase of  
Service Contract

PURPOSE AND USE

The Annex A is used by provider agencies to outline to DDS programmatic information about a proposed contract.

RESPONSIBILITY FOR COMPLETING THE FORM

The Annex A is completed in quadruplicate by the provider agency and submitted to the regional office as part of the contract proposal package for each new contract and each time a contract is renewed.

INSTRUCTIONS FOR COMPLETING ANNEX A

Contract I.D.# Enter on each page of the Annex A, the six character contract identification number assigned to your contract by the Regional Business Office.

PART I - GENERAL AGENCY INFORMATION

SECTION I - IDENTIFICATION

Provider Agency Enter the name of the provider agency as it appears on the contract.

Mailing Address Enter the mailing address of the provider agency.

Telephone No. Enter the area code and telephone number of the provider agency.

Federal Identification No. Enter the Federal identification number assigned to the provider agency.

Effective Dates Enter the date the contract will commence and the date it will terminate.

Contract Ceiling \$ Enter the dollar amount of the contract ceiling as it appears on line D, column 3 of the Annex B.

Chief Executive Officer Enter the name of the person responsible for all contract operations as designated by resolution of the governing body.

Title Enter the title of the chief executive officer of the provider agency.

Address Enter the mailing address of the chief executive officer.

Telephone No. Enter the area code and telephone number where the chief executive officer can be contacted.

All notices relevant to this contract should be sent to: Enter the name, title, mailing address, area code and telephone number of the person at the provider agency whom DDS sends all notices regarding the contract.

Program Name Enter the name of the program.

Site Address(es) Enter the address(es) of the program site(s).

Telephone No. Enter the area code(s) and telephone number(s) of the program site(s).

Program Director Enter the name of the director of the program.

Service Definition Enter the formal title and definition of the service being rendered as it appears in the most recent New Jersey Comprehensive Annual Service Program Plan.

## SECTION II - AUTHORIZED SIGNATURES

Name and Position Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

# of Signatures Required Enter the number of signatures required for each transaction.

## SECTION III - SERVICE DAYS

Service will be provided as follows For each day of the week, enter the hours that service will be provided.

Emergency Provisions Describe any special arrangements which have been made to handle emergencies, e.g., radio station, special telephone number, alternate site, etc.

Service will not be provided on the following: List the occasions and dates when service will not be provided, e.g., Christmas, December 25, Independence Day, July 4, etc.

PART II - PROGRAM OPERATIONSSECTION I - PROGRAM SUMMARY AND EVALUATION PLAN

This section is self explanatory.

SECTION II. UNIT OF SERVICE

Unit of Service Definition (s) Describe, with the assistance of the Regional contract staff, the unit used to measure the quantity of service delivered. (e.g., transportation program "one one-way trip", counseling program - "one direct service hours" etc.)

Components Enter the type(s) of service provided in this column. (e.g., homemaker, transportation, etc.)

Type of Units Enter the type of unit used to measure each component. (e.g., days, hours, miles, matches, etc.)

Total # of Units Enter the total number of units which the agency provides. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

# of Contract Units Enter the number of units for which DDS is contracting. Exception: for contracts in which level of service will be measured by multiplying days by spaces enter the number of spaces for which the Division is contracting.

# Of Unduplicated Clients Enter the number of clients the agency will service.

# Of Optional Enrollees Enter the maximum number of overenrolled spaces to be allowed within the contract. This figure may not exceed fifteen percent of the number of contracted spaces.

SECTION III. MONTHLY CONTRACTED LEVEL OF SERVICE

A monthly contracted level of service chart is to be completed for each component.

Component Enter the type of service provided.

Column 1. Month Enter the name of each contract month.

Columns 2 through 7 are to be completed only for contracts which compute level of service by multiplying days by spaces.

- Column 2. Poss. Serv. Days. For each contracts month, enter the number of days it would be possible to provide service if there were no holidays or training days in the month. Do not include weekends unless the program is usually open on weekends.
- Column 3. Non-Service Days (Hol.) Indicate the number of holidays (not to exceed 13 annually) on which service will not be provided in each month.
- Column 4. Non-Service Days (Trng. Days) Indicate the number of days in each month that service will not be provided due to training (not to exceed 2 annually).
- Column 5. Non-Funded Days If service will not be provided for a block of time beyond the holidays and training days within the contract period list these days as non-funded days.
- Column 6. Mthly. Serv. Days For each contract month, subtract the sum of columns 3, 4, and 5 from columns 2 to determine the actual monthly service days and enter this figure.
- Column 7. # Sp. Under Cont. Enter the number of spaces under contract each month.
- Column 8. Monthly Contracted L.O.S. Multiply each number in column 6 by the number in column 7. Enter the products in column 8.

Contracts for which level of service is not computed by multiplying days by spaces should merely fill in the number of units they will deliver each month.

Annual Totals Add and enter the sums of columns 2,3,4,5,6, and 8.

### PART III. - PROGRAM MANAGEMENT

#### SECTION I - ESSENTIAL DOCUMENTS

This Section is self explanatory.

#### SECTION II - PROGRAM COMPLIANCE CALENDAR

This section is completed by the DDS Field Coordinator.

Month 1 \_\_\_\_\_ Enter the name of the first month of the contract. Describe any changes the agency must make or documents the agency must supply by the end of the first month of the contract. (e.g., Month 1 April. "The agency must develop a termination policy.")

Month 2 - Month 12 \_\_\_\_\_ Continue the above procedure for each succeeding month of the contract.

DISTRIBUTION

- Original and 2 copies - DDS Regional Office
- Copy - Provider Agency File





ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT  
 Contract I.D. #12ARHS-01

I. GENERAL AGENCY INFORMATION

SECTION II. - AUTHORIZED SIGNATURES

List names and positions of persons authorized to sign the following.  
 Give number of persons required to sign each transaction.

	NAME	POSITION	# OF SIGNATURES REQUIRED
Standard Language Contract	1.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Annex B and Schedule of Estimated Claims	1.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Annex A Level of Service Reports	1.	Robert M. Damminger, Freeholder Director	<u>1</u>
	2.	Leona G. Mather, Division Head	
	3.	_____	
Financial Reports	1.	Gary Schwarz, Treasurer	<u>1</u>
	2.	_____	
	3.	_____	
Contract Modification	1.	Leona G. Mather, Division Head	<u>1</u>
	2.	_____	
	3.	_____	
Checks	1.	_____	_____
	2.	_____	
	3.	_____	
Other Contracts & Agreements	1.	_____	_____
	2.	_____	
	3.	_____	
Fee Assessors	1.	_____	_____
	2.	_____	
Fee Collectors	1.	_____	_____
	2.	_____	

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. #12ARHS-01

PART I - GENERAL AGENCY INFORMATION

SECTION III - SERVICE DAYS

Service will be provided as follows:  
(Fill in time)

Sunday \_\_\_\_\_ - \_\_\_\_\_ Monday 8:30-4:30 Tuesday 8:30-4:30 Wednesday 8:30-4:30  
Thursday 8:30-4:30 Friday8:30-4:30 Saturday \_\_\_\_\_ - \_\_\_\_\_

Emergency Provisions: As needed

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Service will not be provided on the following:

<u>OCCASION</u>	<u>DATE(S)</u>
New Years Day	Monday, January 2, 2012
Martin Luther King's Birthday	Monday, January 16, 2012
Presidents Day	Monday, February 20, 2012
Good Friday	Friday, April 6, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Election Day	Tuesday, November 6, 2012
Veterans Day	Monday, November 12, 2012
Thanksgiving	Thursday, November 22, 2012
	Friday, November 23, 2012
Christmas	Tuesday, December 25, 2012

ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

PART II - PROGRAM OPERATIONS

Section I - PROGRAM SUMMARY AND EVALUATION PLAN

*Write a brief, concise, descriptive summary of your agency and this program. The description should present a clear picture of what, why, where, how, and for whom service is provided.*

**Include as a minimum:**

- your agency's purpose, philosophy, goals and objectives;
- details about the program including a description of neighborhood where located, the facilities used by the agency and other programs sponsored by the agency;
- evidence of the need for the service in the community;
- any limitations, restrictions or priorities on service delivery;
- any unique capabilities (e.g., multi-lingual, etc.); and
- the circumstances of any previous contact with the division, state, municipal, county public agencies or other related projects and contracts.

**If this is a renewal package, describe at a minimum:**

- any change in the information requested above;
- how your agency has developed and made progress toward its goal in the past year; and
- how each recommendation of the program evaluations (e.g., self-evaluation, DDS evaluation, homemaker evaluation, etc.) of the previous contract will be addressed in the proposed contract.

Describe how your agency will evaluate this proposed contract (effectiveness of the program, its goals and objectives, and efficiency of the procedures used). Include an explanation of how your agency's internal evaluation method will interface with the evaluation process of the Division and who (by title) will have what responsibilities in this process.

## ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT

Contract I.D. #12ARHS-01

## PART II - PROGRAM OPERATIONS

## SECTION II - UNIT OF SERVICE

Unit of Service Definition(s) Hours

COMPONENTS	TYPE OF UNITS	TOTAL NUMBER OF UNITS	NUMBER OF CONTRACT UNITS	NUMBER OF UNDUPLICATED CLIENTS*	NUMBER OF OPTIONAL ENROLLEES
PASP	HOURS	25,892		25	

- where applicable



**ANNEX A - STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT**

**PART III - PROGRAM MANAGEMENT**

**SECTION 1 - ESSENTIAL DOCUMENTS**

The following essential documents must be part of your contract package and must be updated as they change:

**1. Annex A related essential documents**

- \*Copy of certificate of incorporation;
- Copy of Annual Report to Secretary of State;
- List of names, titles, and addresses of current board members;
- \*Copy of local certificate of occupancy;
- \*Copies of all written policies which effect the contracts;
- \*Copies of Municipal, Fire, Health, and Building Approvals (for on-site group programs);
- Copy of license to provide service (if required);
- Copy of courtesy inspection report (if required);
- Evidence of liability insurance policy;
- Personnel information Sheet

**2. Annex B related essential documents**

- Copy of the most recent agency audit/or fiscal statement;
- Copy of the most recent IRS 990 (private agencies only);
- Copy of bonding certificate;
- Copy of current lease;
- Copy of tax exempt certificate or letter; and
- Copy of Annual Report of a Charitable Organization (CO-1 or CO-3)

**3. Other related essential documents**

- All that is checked on the "Initial Required Contract Documents Checklist"
- All that is checked on the "Other Required Contract Documents Checklist"

**4. Copies of any contract or agencies related to the program**

\*In a renewal contract additional copies of these documents need to be sent only if some changes has occurred or if the agency is informed by the Division that an additional copy is needed.

**ANNEX A -- STANDARD LANGUAGE PURCHASE OF SERVICE CONTRACT**

**ATTACHMENT A -- PERSONNEL INFORMATION**

LIST ALL FULL & PART TIME POSITIONS (Titles)	NAME OF PERSON IN POSITION	WORK HOURS DAILY FROM - TO	RELATED DEGREES, LICENSES, CERTIFICATES	ADDITIONAL CREDITS, TRAINING, AND EXPERIENCE PERTINENT TO POSITION
Coordinator	Diann DiLaurentis	8:30-4:30		
Assistant	Cathy Henry	8:30-4:30		

ADDENDUM

---

ANNEX A  
PROGRAM INFORMATION SECTION

---

AGENCY NAME: Gloucester County Division of Disability Service

PROGRAM NAME: Personal Assistance Services Program (PASP)

CONTRACT TERM: 1-1-12 to 12-31-12

CONTRACT #: 12ARHS-01

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I. SERVICE TO BE PROVIDED:

The Gloucester County Personal Assistance Services Program (PASP) continues to provide personal assistance services to 25 consumers, ages 18 to 70 that are working, going to school or volunteering in the community.

PASP is a program which requires consumers to provide self-directed over-sight of all aspects of their personal care services. A personal assistant may perform such tasks such as light housekeeping, personal care, meal preparation, providing or assisting consumer in transportation, assisting with correspondence, shopping, etc.

The consumer must complete the following documents as part of the initial application package:

1. Application for Service and Statement of Understanding
2. Income Declaration Form
3. Physician's Certification
4. Consumer Plan of Service
5. Consumer Certification Self-Care Request Form

The Consumer Plan of Service indicates the consumer's needs and how they will be met by the personal assistant. Within 90 days from the date of inquiry, the County Consultant contacts the consumer regarding their eligibility for the program. All determinations are made in writing.

Consumers are reassessed on an annual basis, and may receive a service allocation of between 5 and 40 hours of personal care per week. PASP is a supplemental program, therefore, applicants must exhaust all other assistance programs, resources, and options before applying for PASP services.

**II. PROGRAM GOAL:**

The goal of the Gloucester County PASP is to enable consumers who have permanent physical disabilities to remain active in the community by providing them with personal care services. PASP regulations require a consumer to be self-directing; therefore, each consumer must take charge of supervising and coordinating all aspects of their daily personal care services.

**III. TARGET POPULATION:**

The target population by definition is a county resident between the ages of 18 and 70, with a permanent physical disability, capable of self-directing and demonstrating proof of program activity (working, volunteering or going to school).

**IV. PROGRAM DESCRIPTION:**

The Gloucester County Division of Disability Services located at 115 Budd Boulevard, West Deptford, NJ 08096, acts as Consultant to the program for eligible consumers in Gloucester County. This program provides personal assistance to qualifying disabled residents between the ages of 18 and 70.

The Office works in conjunction with the State Office of Human Services/Division of Disability Services and Community Access Unlimited (CAU), the fiscal intermediary that has been in place since the change to PASP in the Cash Model. Gloucester County transitioned to Cash Model as of August 1, 2012. New regulations have raised the age limit from 65 to 70 and the reimbursement rate is \$15 per hour weekdays, weekends and holidays. Gloucester County no longer contracts with outside agencies for services, PASP in the Cash Model now gives the consumer the choice of hiring an agency or directly hiring an assistant themselves. The consumer negotiates the price they will pay hourly for their services and works with CAU in processing of those payments. Job responsibilities for the assistants include (but are not limited to) personal care assistance, chore services, assistance to students on campus, transportation and light housekeeping.

The program allows consumers to receive routine non-medical task assistance from the assistant if they are assessed as capable of directing the specific service. These services will not be provided without the prior assessment of a licensed registered nurse along with the approval of the County Program Administration and the consumer's chosen assistant.

The Gloucester County Division of Education/Disability Services contracts with the Gloucester County Office of Senior Services and the Gloucester County Division of Social Services for social workers and/or nurses to conduct initial assessments, self care certifications and annual reassessments. At this time the PASP program has 25 active PASP participants. The program wait list has been cleared.

**V. ACCESS TO PROGRAM SERVICE:**

The Gloucester County Division of Education/Disability Services administrators and coordinates the PASP program in Gloucester County. The program is listed in office brochures which may be presented at vendor events, training seminars, or conferences. Program information is also disseminated by phone.

Office facilities are accessible to persons with disabilities. However, services are generally provided directly to the consumer in the home environment posing no service barrier. Social work assessment visits are arranged in-home and mandatory program training can be arranged for any home-bound consumers.

**VI. PROGRAM OBJECTIVES:**

**a. Outcome Objective(s)**

The objective of the Personal Assistance Services Program in Gloucester County is to continue the outreach and service to the greatest number of PASP consumers that the budget allows. The modified budget for FY 2012 is \$280,937.50

**VII. MEASUREMENT:**

**a. Outcome Objective(s)**

A consumer's ability to remain living independently in a community-based setting is evaluated annually by reassessment and by follow-up visits. In addition, consumers and program staff communicate weekly to keep each other informed of their status.

**b. Level of Service Objective(s)**

Monthly PASP case reports as well as quarterly and year-end reports indicate the number of personal assistance hours used as well as the number of clients served.

**VIII. PROGRAM CHANGES/IMPROVEMENTS:**

**a. Outcome Objective(s)**

- **All consumers successfully transitioned to PASP in the Cash Model**

**b. Level of Service Objective(s)**

**Gloucester County PASP currently maintains 25 consumers and has a waiting list of two, with both having been included in our 2013 budget request.**

**c. Program Improvements/Changes/Goals**

- **For 2012 the assessments have been completed by two assessors. We feel it would be beneficial to have at least one more trained assessor so as to not put too much stress on just two people.**













DEPARTMENT OF HUMAN SERVICES  
 Division of Disability Services (DDS)  
 SCHEDULE OF ESTIMATED CLAIMS

[X] ORIGINAL  
 [ ] MODIFICAT.

PROVIDER: Gloucester County Division of Disability Services      CONTRACT #: 12ARHS-01      FROM Jan-01-2012 TO Dec-31-2012  
 UNIT OF SERVICE: (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ (4) \_\_\_\_\_ (5) \_\_\_\_\_ (6) \_\_\_\_\_ (7) \_\_\_\_\_

SERVICE PERIOD MONTH YEAR	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	COMPONENT	ESTIMATED TOT MONTHLY
	PASP						
JAN	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00
FEB	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00
MAR	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00
APR	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00
MAY	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00
JUNE	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00
JULY	\$36,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,250.00
AUG	\$5,437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,437.50
SEPT	\$5,437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,437.50
OCT	\$5,437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,437.50
NOV	\$5,437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,437.50
DEC	\$5,437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,437.50
TOTALS	\$280,937.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280,937.50

AGENCY AUTHORIZED SIGNATURE:

\_\_\_\_\_  
 Leona G. Mather, Division Head

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

DDS USE ONLY  
 COST RELATED \_\_\_\_\_ NON COST RELATED \_\_\_\_\_  
 Reimbursement: \_\_\_\_\_  
 \_\_\_\_\_ periodic on report expenditures  
 \_\_\_\_\_ installments  
 \_\_\_\_\_ provisional rate

EXPENDITURE SUMMARY: NONE MONTHLY QTRLY OT  
 ADVANCE PAYMENT: NONE MONTH(S)

CONTRACT REIMBURSABLE CEILING      280,938

ION

CLAIMS

ALS

YTD

\$36,250.00
\$72,500.00
\$108,750.00
\$145,000.00
\$181,250.00
\$217,500.00
\$253,750.00
\$259,187.50
\$264,625.00
\$270,062.50
\$275,500.00
\$280,937.50
\$280,937.50

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C3

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF \$1,900.00 AWARDED FROM MENTAL HEALTH ASSOCIATION IN NEW JERSEY, INC., AS A DISASTER LIAISON GRANT FOR THE PURPOSE OF MAINTAINING AND CREDENTIALING A VOLUNTEER WORKFORCE FOR EDUCATIONAL, TRAINING AND DISASTER EXERCISE OPPORTUNITIES FOR DISASTER RESPONSE CRISIS COUNSELORS**

**WHEREAS**, the Mental Health Association in New Jersey, Inc. awarded funds to the County of Gloucester to be used for developing a credentialed volunteer workforce to provide training and exercises with Disaster Response Crisis Counselors (DRCCs); and

**WHEREAS**, the grant allocation will specifically fund educational, training and disaster exercise opportunities for DRCCs so they are prepared for crisis counseling in case of disaster or terrorism; and

**WHEREAS**, the total amount of grant funds received from the Mental Health Association in New Jersey, Inc. is \$1,900.00; and

**WHEREAS**, the funds must be encumbered by June 30, 2013 and the final report submitted by August 31, 2013 according to instructions provided by the Mental Health Association in New Jersey, Inc.; and

**WHEREAS**, the County's Department of Health, Senior and Disability Services, Division of Disability Services reviews all data supplied in the final report and its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments are true and correct, including, but not limited to, an annualized action plan, spending plan, ect.; and

**WHEREAS**, the County's Department of Health, Senior and Disability Services, Division of Disability Services has submitted the inclusion of the grant funds to the County's Department of Human Services for review, and said agency has approved said grant inclusion, and the Board of Chosen Freeholders of the County understands and agrees that the grant received will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

**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 in connection with the acceptance of grant funds in the amount of \$1,900.00 from the Mental Health Association in New Jersey, Inc to be used for developing a credentialed volunteer workforce to provide training and exercises with Disaster Response Crisis Counselors (DRCCs).
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 on December 19, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C3



BOARD OF  
CHOSEN FREEHOLDERS  
  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
  
FREEHOLDER DIRECTOR  
Robert M. Damminger  
  
FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: Leona Mather  
  
DEPARTMENT: Division of Disability Services  
  
GRANT TITLE: Disaster Liaison Grant  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
DATE: December 5, 2012



DEPARTMENT OF HUMAN  
SERVICES  
  
DIRECTOR  
Lisa A. Cerny  
  
P.O. Box 337  
Woodbury, NJ 08096  
  
Phone: 856.384.6870  
Fax: 856.384.0207  
[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)  
  
[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements.

REVIEWED BY: [Signature]  
  
REVIEWED BY: [Signature]  
Grants Coordinator

FREEHOLDER MEETING: December 19, 2012

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

## GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 11/19/12

1. TYPE OF GRANT

  x   NEW GRANT

           RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER           

2. GRANT TITLE: Disaster Liaison Grant

3. GRANT TERM: FROM: 11/1/12 TO: 6/30/13

4. COUNTY DEPARTMENT: Division of Disability Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Leona Mather – 856-384-6842

6. NAME OF FUNDING AGENCY: Mental Health Association in New Jersey, Inc.

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):

**RESOLUTION AUTHORIZING INCLUSION OF \$1,900.00 AWARDED AS A DISASTER LIAISON GRANT FOR THE PURPOSE OF MAINTAINING AND CREDENTIALING A VOLUNTEER WORKFORCE FOR EDUCATIONAL, TRAINING AND DISASTER EXERCISE OPPORTUNITIES FOR DISASTER RESPONSE CRISIS COUNSELORS**

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK “\*”):

NAME	AMOUNT	NAME	AMOUNT
—			

9. TOTAL SALARY CHARGED TO GRANT: \$           

10. INDIRECT COST (IC) RATE:            %

11. IC CHARGED TO GRANT \$           

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR

**BUDGET AMENDMENT FORM**

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 11/19/12

- 1. GRANT TTITLE: Disaster Liaison Grant
- 2. DEPARTMENT: Division of Disability Services
- 3. GRANT ID NUMBER: STATE: \_\_\_\_\_  
FEDERAL: \_\_\_\_\_

- 4. FUNDING AGENCY CONTACT PERSON: Renee Burawski
- 5. FUNDING AGENCY PHONE NUMBER: (973)571-4100, ext 127

6. GRANT AMOUNT: \$1,900

- 7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \_\_\_\_\_
- C. MODIFICATION AMOUNT \_\_\_\_\_
- D. NEW TOTAL: \$1,900.

8. CONTRACT PERIOD: FROM: 11/1/12 TO: 06/30/13

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: X

REIMBURSEMENT: MONTHLY: \_\_\_\_\_  
QUARTERLY: \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
OTHER (EXPLAIN) \_\_\_\_\_

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO \_\_\_\_\_  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY \_\_\_\_\_ END OF CONTRACT X

LIST DATES REPORTS ARE DUE:  
8/31/13

2012 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

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DISASTER LIAISON GRANT

G-02-12-331-700-384 - REVENUE ACCOUNT - \$1,900

TOTAL - \$1,900

FORM C-2

SUBMISSION DATE: 11/19/12

REVISION DATE:

DEPARTMENT: Division of Disability Services



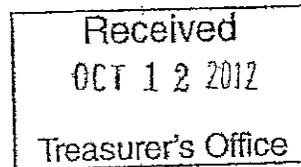
Mental Health  
Association  
in New Jersey, Inc.

Chairman of the Board  
William Waldman

President and CEO  
Carolyn Beauchamp

October 4, 2012

Mr. Michael Burke  
Office of Treasury  
PO Box 337  
Woodbury, NJ 08096



Dear Mr. Burke,

This Disaster Liaison Grant in the amount of \$1900 is awarded to the Gloucester County Mental Health Administrator's Office for the purpose of maintaining and credentialing a volunteer workforce. This year's grant allocation specifically funds educational, training and disaster exercise opportunities for DRCCs in your county.

This grant is made available through funding from the NJ Division of Mental Health and Addiction Services, Disaster and Terrorism Branch, through a sub-grant from the NJ Department of Health.

Monies must be encumbered by June 30, 2013 and the final report submitted by August 31, 2013. You will receive an email with final reporting instructions. If you require assistance, please do not hesitate to contact Renee Burawski at 973-571-4100, extension 127.

Sincerely,

Bob

Robert Kley

Vice President, Chief Operating Officer

cc: Kathleen Spinosi  
Gloucester County  
Mental Health Administrator

MENTAL HEALTH ASSOCIATION  
 Payee GLOUCESTER COUNTY  
 Vendor ID GLOUCESTER COUNTY

Account #:

4197  
 4197  
 10/1/2012

Invoice	Description	Discount	Amount
01	COUNTY GRANTS	\$0.00	\$1,900.00
Total:		\$0.00	\$1,900.00

Received  
 OCT 12 2012  
 Treasurer's Office



MENTAL HEALTH ASSOCIATION  
 IN NEW JERSEY  
 STATE OPERATING ACCOUNT  
 88 POMPTON AVENUE  
 VERONA, NJ 07044

**INVESTORS**  
 SAVINGS BANK  
CEDAR GROVE OFFICE  
 CEDAR GROVE, NJ 07009  
 INVESTORS 24 HOUR SERVICE  
 1-888-444-4488

ETX ECONO™ Check Fraud  
 Protection by Bank

55-7203-2212

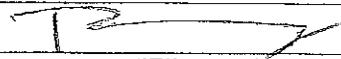
4197  
 4197

\*\*\*\*One Thousand Nine Hundred and 00/100 Dollars

DATE  
 10/1/2012

AMOUNT  
 \$1,900.00

PAY  
 TO THE  
 ORDER  
 OF  
 GLOUCESTER COUNTY  
 ATTN: MICHAEL BURKE  
 OFFICE OF TREASURY  
 PO BOX 337  
 WOODBURY, NJ 08096

  
 AUTHORIZED SIGNATURE

⑈004197⑈ ⑆221272031⑆ 619901334⑈

Security Features: Details on back

MENTAL HEALTH ASSOCIATION  
 Payee GLOUCESTER COUNTY  
 Vendor ID GLOUCESTER COUNTY

Account #:

4197  
 4197  
 10/1/2012

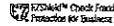
Invoice	Description	Discount	Amount
01	COUNTY GRANTS	\$0.00	\$1,900.00
Total :		\$0.00	\$1,900.00

Received  
 OCT 12 2012  
 Treasurer's Office



MENTAL HEALTH ASSOCIATION  
 IN NEW JERSEY  
 STATE OPERATING ACCOUNT  
 88 POMPTON AVENUE  
 VERONA, NJ 07044

**INVESTORS**  
 SAVINGS BANK  
SEAR GROVE OFFICE  
 SEAR GROVE, NJ 07093  
 INVESTORS 24 HOUR SERVICE  
 1-896-444-4466



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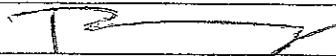
55-7203-2212

\*\*\*\*One Thousand Nine Hundred and 00/100 Dollars

DATE  
 10/1/2012

AMOUNT  
 \$1,900.00

PAY  
 TO THE  
 ORDER  
 OF  
 GLOUCESTER COUNTY  
 ATTN: MICHAEL BURKE  
 OFFICE OF TREASURY  
 PO BOX 337  
 WOODBURY, NJ 08096

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE

⑈004197⑈ ⑆221272031⑆ 619901334⑈

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**RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL DIVISION OF EMS/DISASTER MEDICINE, FOR THE PROVISION OF PROFESSIONAL SERVICES AS MEDICAL DIRECTOR FOR THE GLOUCESTER COUNTY REGIONAL EMS PROGRAM, IN AN AMOUNT NOT TO EXCEED \$35,000.00 FROM DECEMBER 22, 2012 TO DECEMBER 21, 2013**

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

**WHEREAS**, the County requested proposals, via RFP 12-056, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process, and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Cooper University Hospital Division of EMS/Disaster Medicine located at 1 Cooper Plaza, Camden, New Jersey 08103, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of services, in an amount not to exceed \$35,000.00; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract with Cooper University Hospital Division of EMS/Disaster Medicine for the provision of services as Medical Director for the Gloucester County Regional EMS program, for an amount not to exceed \$35,000.00, from December 22, 2012 and concluding December 21, 2013.

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

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

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

D1

**CONTRACT BETWEEN  
COOPER UNIVERSITY HOSPITAL,  
DIVISION OF EMS/DISASTER MEDICINE  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 19<sup>th</sup> day of December, 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 **COOPER UNIVERSITY HOSPITAL, DIVISION OF EMS/DISASTER MEDICINE**, with offices at 1 Cooper Plaza, Camden, NJ 08103, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester for professional services as Medical Director for the Gloucester County Regional EMS Program; and

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

**WHEREAS**, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be for the period commencing December 22, 2012 and concluding December 21, 2013.
2. **COMPENSATION**. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated November 14, 2012 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 12-056. The proposal is incorporated into, and made part of this Contract, by reference. Vendor shall be paid in an amount not to exceed \$35,000.00.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth be in the County's RFP-12-056, and Vendor's responsive proposal, dated November 14, 2012, which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-12-056.

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

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

The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **NONWAIVER.** 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.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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, RFP-12-056 issued by the County of Gloucester and Vendor's responsive proposal dated November 14, 2012. Should there occur a conflict between this form of Contract and RFP-12-056, then this Contract

shall prevail. Should there occur a conflict between this Contract or RFP-12-056, and the Vendor's proposal dated November 14, 2012, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective this 19<sup>th</sup> day of December, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**ATTEST:**

**COOPER UNIVERSITY HOSPITAL  
DIVISION OF EMS/DISASTER MEDICINE**

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

DI

**BASIS OF AWARD**

(To be completed by County evaluation committee)  
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-056 GCEMS Medical Director – Cooper University Hospital.

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. Proposal contains all required checklist information</b> <u>5</u> points All required documentation submitted</p>	<p style="text-align: center;"><b>5</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u></b> <u>25</u> points A significant amount of experience which now includes pediatric.</p>	<p style="text-align: center;"><b>25</b></p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> <u>25</u> points Providing medical direction to 18 EMS squads with added EMS associate personnel with various specialties.</p>	<p style="text-align: center;"><b>24</b></p>
<p><b><u>D Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>25</u> points Plan currently utilized by other agencies. Several functions currently accomplished w/in GCEMS</p>	<p style="text-align: center;"><b>24</b></p>
<p><b>E. Reasonableness of Cost Proposal</b> <u>20</u> points  35,000 Flat rate which covers all aspects listed in the RFP.</p>	<p style="text-align: center;"><b>20</b></p>
<p style="text-align: center;"><b>TOTALS</b></p>	<p style="text-align: center;"><b>98</b></p>