

AGENDA

7:30 p.m. Wednesday, May 8, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the budget meeting minutes from February 23, 2013 and March 9, 2013, and the closed session minutes from March 9, 2013 and March 27, 2013.

P-1 Proclamation In Honor and Recognition of “Vietnam Veterans Remembrance Week” Week of May 7, 2013. Proclamation to be presented to “South Jersey Vietnam Veterans Association”. (Chila) (to be Presented).

P-2 Proclamation Honoring St. Margaret’s JVA Boys 6th Grade Basketball Team for Its Outstanding Performance During the 2012-2013 Season. (Taliaferro) (previously presented).

P-3 Proclamation Honoring the Students of Monongahela Middle School Participating in the 2013 Job Shadow Program (Damminger) (to be presented at a later date).

P-4 Proclamation Proclaiming May 6th – 12th National Nurses Week (Barnes) (to be presented at a later date)

PUBLIC HEARING

ADOPTION OF THE 2013 BUDGET – SECOND READING AND PUBLIC HEARING FOR ADOPTION OF THE 2013 COUNTY BUDGET. This is to provide for the public hearing and vote for adoption of the 2013 County Budget. Copies were provided to all Freeholders and are also available through the Office of the Clerk of the Board.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

A-1 RESOLUTIONS PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87. The County Budget shall be amended to provide for insertion of the following:

- **Budget Amendment - \$4,000.00 - *Medical Reserve Corps (MRC)*** - This program will provide support to the MRC units and to encourage these units to provide information to the Office of the Surgeon General’s Division of Civilian Volunteer Medical Reserve Corps. This grant will be used to pay supporting personnel costs along with the purchase of two Samsung Galaxy Tablets and their monthly WiFi connection. These tablets will be used at a variety of health events and exercises to provide “Just in Time Training” and registration of new MRC members.
- **Budget Amendment - \$27,114.00 – *National Emergency Food & Shelter Grant*** – the purpose of the National Emergency Food & Shelter program through the GC Board of Social Services is to assist in addressing the emergency food needs of Gloucester County residents by having a supply of food cards readily available for distribution to residents in need of food once every sixty days.
- **Budget Amendment - \$15,000.00 – *Drunk Driving Enforcement Fund*** – These funds are available from surcharges collected as a result of drunken driving convictions. They will allow the GC Prosecutor’s Office to purchase equipment to assist in enforcing the driving while under the influence laws.
- **Budget Amendment - \$25,401.00 – *Stop Violence Against Women Act (VAWA)*** – the VAWA grant partially funds the salary of the Victim Advocate assigned to the Specialized Domestic Violence Unit. The advocate provides services to victims of domestic violence for cases prosecuted in municipal court.

- **Budget Amendment - \$3,000.00 – *Electronic Crimes Task Force*** – These additional funds can be utilized for any equipment and/or training needs. Funds for the current period will be utilized for a digital voice recording equipment, computer hardware, computers, video display monitors in interview rooms, digital video enhancement software, external data storage and other data equipment. This is the fourth year that the US Secret Services has provided the Prosecutor's Office with funding. Current funding for this period is \$9,000.00.
- **Budget Amendment - \$10,000.00 – *Child Passenger Safety Seat Program*** - The goal is to decrease the number of injuries and fatalities due to improper installation of child safety seats or inappropriately sized child safety seats. Salaries will be used to pay certified officers to inspect seats, give out seats and work at demonstrations. The inspections are done on the 1st and 3rd Saturday of each month to accommodate the general public.
- **Budget Amendment - \$71,905.00 – *Sexual Assault Nurse Examiner Grant (SANE)*** - This grant provides funding for part-time (24 hours per week) SANE/SART Coordinator to coordinate scheduling to provide 24 hour, seven days a week coverage for victims of sexual assault, scheduling of in-service training, new SANE nurse orientations and program management at both Underwood Memorial and at JFK Hospitals and all related duties.

A-2 RESOLUTION REAPPOINTING SCOTT KINTZING TO THE HOUSING AUTHORITY OF THE COUNTY OF GLOUCESTER. This resolution is to reappoint Scott Kintzing to a five (5) year term ending April 21, 2017.

A-3 RESOLUTION AUTHORIZING THE AWARD OF A SPLIT CONTRACT TO LONG MARMERO & ASSOCIATES, LLP AND CHANCE & MCCANN, LLC FOR THE PROVISION OF PROFESSIONAL TAX ATTORNEY SERVICES, FOR AN AMOUNT NOT TO EXCEED \$200,000.00, FROM MAY 8, 2013 TO MAY 7, 2014. Resolution authorizing the execution of professional services contracts with Long Marmero & Associates, LLP, with offices at 44 Euclid Street, Woodbury, NJ 08096 and Chance & McCann, LLC, with offices at 84 East Grant Street, Suite 2, P.O. Box 10, Woodstown, NJ 08098, for the provision of Tax Attorney services in connection with Gloucester County Tax Appeals for municipalities within the County, as per RFP-013-027, for an amount not to exceed \$200,000.00, from May 8, 2013 to May 7, 2014. The County requested proposals from attorneys or law firms licensed to practice law in the State of New Jersey relative to the provision of Tax Attorney services for real property tax appeals before the New Jersey Courts. Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the PILOT program. Historically, there have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time, it may become necessary to engage legal representation for defense of such appeals. The intent of this Contract is to obtain a law firm for the Gloucester County Office of Assessment to assist in the resolution or defense of outstanding complex tax appeals. The firm is required to defend cases before the New Jersey State Tax Court and/or the Gloucester County Tax Board.

A-4 RESOLUTION AUTHORIZING THE REIMBURSEMENT TO CLAYTON IN THE AMOUNT OF \$11,412.50 AND TO PAULSBORO IN THE AMOUNT OF \$47,950.00 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION. N.J.S.A. 54:1-90(b)(2) specifically provides that the County Tax Assessor may waive the revaluation requirement for Clayton and Paulsboro upon his/her finding that Clayton and Paulsboro itself implemented certain aspects of the revaluation. Pursuant to N.J.S.A. 54:1-90(c), Clayton and Paulsboro are entitled to reimbursement for certain costs associated with the revaluation.

A-5 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A COOPERATION AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FOR ASSESSMENT SERVICES. Resolution approving Cooperation Agreement with the Township of Deptford concerning the regionalized tax assessment program on a countywide basis pursuant to N.J.S.A. 54:1-86.

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION AUTHORIZING AN AGREEMENT WITH HABITAT FOR HUMANITY TO REHABILITATE TWO SINGLE-FAMILY HOMES LOCATED IN PITMAN AND WASHINGTON TWP TO BE MAINTAINED AS LOW-INCOME FAMILY HOUSING UNITS FOR AN AMOUNT NOT TO EXCEED \$175,200.00 FROM MAY 8, 2013 TO MAY 7, 2014. This resolution authorizes the execution of a contract with Habitat for Humanity in a amount of \$175,200 to rehabilitate two single-family houses located at 315 Holly Drive, Pitman (Block 4968, Lot 95) and 110 Salina Road, Washington Township (Block 17.11, Lot 57.10). The source of the funding is the federal Community Housing Development Organization program. Habitat for Humanity is the only certified Community Housing Development Organization in Gloucester County. The houses will be sold at cost via a zero-interest mortgage to buyers that must contribute 500 hours of "sweat equity" to the rehabilitation project. The term of the agreement will be May 8, 2013 to May 7, 2014.

C-2 RESOLUTION AUTHORIZING A GRANT AGREEMENT FOR FISCAL YEAR 2013 STATE AID BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE COUNTY IN THE AMOUNT OF \$3,072,200.00. The Resolution authorizes and approves an Agreement between the State of New Jersey and the County of Gloucester for the County Aid Portion of the New Jersey Department of Transportation Trust Fund Authority Act for the Fiscal Year 2013 per Engineering SA-31-01. The Resolution authorizes the County's annual allocation for 2013 from the Transportation Trust Fund in the amount of \$3,072,200.00. The money is anticipated and incorporated into the Department's Capital Budget Request.

C-3 RESOLUTION AUTHORIZING THE TRANSFER TO HARRISON TOWNSHIP OF THE COUNTY'S OWNERSHIP INTEREST IN THREE (3) PROPERTIES KNOWN AS BLOCK 60, LOT 1.19; BLOCK 34, LOT 46; AND BLOCK 61, LOT 23 PREVIOUSLY PURCHASED FOR CONSTRUCTION OF THE MULLICA HILL BY-PASS. This Resolution authorizes the transfer to Harrison Township of the County's ownership interest in properties known as portions of Block 60, Lot 1.19 formerly 1, 3,5,7,9 &11 Park Drive, Block 34 Lot 46 formerly 110,116 & 118 Walters Road, Block 61 Lot 23 formerly 91 North Main Street, Mullica Hill which was originally acquired by the County for required road construction for the Mullica Hill By-Pass. The project is now complete. The remainders of the parcels that were not required for the project were intended to be transferred to the Township of Harrison. This action is the final step in the right of way process for the project.

C-4 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2013 FORD F150 4WD AND ONE (1) 2013 FORD F150 2WD FROM HERTRICH FLEET SERVICES, INC. FOR THE TOTAL AMOUNT OF \$37,098.00. This Resolution authorizes the purchase of one (1) 2013 Ford F150 4WD regular cab 8ft bed with options at \$19,620.00 and one (1) Ford F150 2WD regular cab 8ft bed with options at \$17,478.00 from Hertrich Fleet Services Inc.,1427 Bay Road, Milford, DE.19963 for the total purchase amount of \$37,098.00. The vehicles will be utilized by County Highway Department and Fleet Management Division to conduct County business, as per PD-013-022.

C-5 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2013 FORD TAURUS SEDAN POLICE INTERCEPTORS AWD FROM WINNER FORD FOR THE TOTAL AMOUNT OF \$61,934.00. This Resolution authorizes the purchase of two (2) 2013 Ford Taurus Sedan Police Interceptors AWD from Winner Ford 250 Haddonfield-Berlin Rd, Cherry Hill, N.J. 08034. Each vehicle will cost \$30,967.00 each, with a total purchase amount of \$61,934.00. The vehicles will be utilized by the County's Sheriff's Department to conduct County business, as per PD-013-021.

C-6 RESOLUTION AWARDED A CONTRACT TO BILLOWS ELECTRIC SUPPLY COMPANY FOR THE SUPPLY AND DELIVERY OF ELECTRICAL PARTS FROM JUNE 1, 2013 TO MAY 31, 2014 FOR AN AMOUNT NOT TO EXCEED \$60,000.00. This Resolution will award a contract to Billows Electric Supply Company for the supply and delivery of electrical parts as per PD 013-016. This contract is necessary to maintain electrical services and needs for all County buildings, on an as-needed basis from June 1, 2013 to May 31, 2014.

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING AN APPLICATION FOR THE FY2013 BULLETPROOF VEST PARTNERSHIP BODY ARMOR SAFETY INITIATIVE FROM THE US DEPARTMENT OF JUSTICE FROM MAY 20, 2013 TO AUGUST 31, 2015 IN AN AMOUNT TO BE DETERMINED. This grant will provide funding to purchase Ballistic and/or Stab Proof and/or Combo Vests for Correctional and Sheriff's Department employees from March 20, 2013 to August 31, 2015 in an amount to be determined.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING CONTRACTS TO PRESIDENTIAL TITLE AGENCY, WEST JERSEY TITLE AGENCY, TITLE AMERICA AGENCY AND FOUNDATION TITLE, LLC TO PROVIDE TITLE WORK AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED \$35,000.00 FOR EACH CONTRACT. The Office of Land Preservation in cooperation with the County Purchasing Department recently initiated Requests for Proposals (RFP's) for the required title work needed for the projects we will be working on throughout this year and into 2014 (the Public Works Department was also included in the RFP's for title work, as well as other unspecified special County projects that may surface). Based on the

workload expected over the next year (30+/- projects for the Office of Land Preservation; 15+/- projects for the Department of Public Works; and 10+/- special County projects), a total of 4 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. Each Title Agency is approved for an amount not to exceed \$35,000.00, as per RFP #013-023.

G-2 RESOLUTION REQUESTING \$331,089.18 FROM THE STATE AGRICULTURE DEVELOPMENT COMMITTEE TO ACQUIRE DEVELOPMENT EASEMENTS ON ONE (1) PROPERTY PREVIOUSLY ACQUIRED THROUGH THE GLOUCESTER COUNTY FARMLAND PRESERVATION PROGRAM.

The SADC has made available to Gloucester County \$6,000,000.00 in cost-share funding to be utilized through the Gloucester County Farmland Preservation Program. This funding is being provided via \$200 million in bond funding that was approved by the voters of New Jersey in 2009 for preservation efforts. Gloucester County is eligible to receive \$1,000,000.00 of this amount in base grant funding and up to \$5,000,000.00 in competitive grant funding. Gloucester County previously submitted a total of seven (7) properties to the SADC for consideration for this cost-share funding, all of which were previously settled. The SADC approved their reimbursement of these 7 properties on March 28th, and informed the Office of Land Preservation that a balance of \$331,089.18 still exists in the County's competitive grant funding allocation. As such, this resolution requests that those remaining funds be applied to an eligible farm that was previously settled by the County in the Townships of Harrison and East Greenwich in October 2011. It should be noted that during the SADC's last two funding rounds Gloucester was the first county in New Jersey to be awarded its maximum funding allocation, and has been informed that we are again the first county in the State to be approved for the maximum funding available in this current round.

G-3 RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT WITH THE NEW JERSEY COUNCIL ON THE HUMANITIES GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$2,976.00.

This resolution will authorize execution of a grant agreement and acceptance of the grants from the New Jersey Council on the Humanities in the amount of \$2,976.00 which would support a new exhibit on 18th Century midwifery practices and the impact of Yellow Fever on the Whitall Family. The grant supports the design and fabrication of exhibition materials and marketing as well as sponsorship of a public speaker series.

Old Business

New Business

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

Adjournment



8:00am Saturday, February 23, 2013

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

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

Statement read by Freeholder Director Robert M. Damminger (see attached)

Discussion of the proposed 2013 Gloucester County Budget

Budget Overview, Capital & Education

Comments:

- Administrator Bruner and Treasurer Schwarz gave an overview highlighting the following:
 - Shared services review
 - Attrition program review
 - Social Services consolidation review
 - Regional Juvenile Detention Center
 - Regional female offenders unit

- o Ratable trends
- o Grant revenue and other revenue
- o Surplus trends and projections
- o Capital Program
- o Debt Reduction Plan

Public portion (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

Adjournment 11:58 AM

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

Comments: N/A



ROBERT N. DILELLA, CLERK



Statement of Freeholder Director Robert M. Damming

Budget Workshop, Saturday, February 23, 2013

I would like to thank everyone for attending this Saturday morning's budget workshop.

Today we will focus on our strong shared services program, a program that has directly saved the 24 municipalities of Gloucester County \$25.5 million in 2012, and saved taxpayers an average of \$0.14 off their municipal local purpose tax.

As we move forward in our 2013 budget discussions, we will focus on our continued efforts to shrink the size of government without jeopardizing the health, welfare or public safety of our citizens. And, we will discuss how a historical downturn in the national economy and large tax settlements by several municipalities has severely impacted the ratables of this county.

On a more positive note, we will discuss the county's debt reduction program and our strong educational institutions and their future.

We are faced with very dismal facts this year: a continual unprecedented ratable decrease and dwindling revenues; the need to upgrade the county's radio frequency platform for its 911 system; and the settlement of large tax appeals by several municipalities have put our county in a difficult fiscal position.

The settlement of some large tax appeals, particularly in West Deptford and Greenwich Townships, have contributed to reduced ratables far beyond what the county had anticipated. That, coupled with declining ratable growth similar to last years, and declining revenues leave the county faced with many difficult decisions ahead.

To put things in perspective, here are several examples of the dwindling revenues the county faces:

- In 2005 the Clerk's Office generated \$7.6 million in revenue. In 2012 it generated \$3.8 million.
- In 2006 the Sheriff's Office generated \$870,000 in revenue. In 2012 it generated \$250,000.

- In 2007 the county generated \$5.3 million in interest revenue. In 2012 it generated \$111,000.

Due to extremely conservative budgetary tactics over the past several years, the freeholders were able to cut spending and taxes for three consecutive years. Since 2008, 222 positions have been attritioned, departments were consolidated and merged and regionalized, all with the ultimate goal of saving tax dollars. This all taking place while the county was taking on additional services and functions, like regionalized EMS and the county-wide assessors office, in order to save tax dollars through shared services.

Today begins the frank discussion of where the county goes from here. There are not many places left to cut from without cutting into services, and there is a need to invest in changing the public safety communications bandwidth from 500 MHz to 700 MHz. This is where our administrations are charged with the opportunity to be creative in their management so that we can continue to provide the high level of services our residents, while maintaining a bottom line that is realistic.

As we stand here today, we continue to receive high marks from the rating agencies due to our fiscal stewardship, while in

comparison; other counties, municipalities and the state have been downgraded from the ratings agencies. These ratings are important to the future of this county's financial well-being, as is our continued aggressive debt reduction plan and the continued investment we make in providing educational opportunities for our residents.

Over the past three years the Freeholders have cut \$47.6 million from the county's debt, and that trend will continue downward. Additionally, the Freeholders have maintained a consistent level of funding to its educational systems, while the state has consistently underfunded both GCIT and GCSSSD by more than \$5.7 million since 2009 leaving local taxpayers to pick up and provide for our students where the state has not.

Gloucester County College has the lowest tuition rate and the highest graduation rate in New Jersey. Gloucester County Institute of Technology and Gloucester County Special Services School District are both rated first in the state for the lowest administrative cost per pupil. Therefore, I am prepared to say today that I feel strongly that a continued commitment in maintaining funding to these successful educational facilities is in the best interest of the long-term health of this county and not a place where we should look to cut.

Our budget process is a year-round discipline. Departments have been working with administration for months so that we do not have any surprise requests or needs, and so throughout the year can find ways to achieve savings, apply for grants, and streamline delivery of services.

Our 2013 budget is still a work in progress. We will be working to stay below the 2% property tax levy cap and to show a reduction in operating expenses where we have total control.

Although am encouraged by the hard work put forth by our Administration, Treasurer and Department Heads, there are still many difficult challenges and decision to be made.

I would like to thank the members of the Budget Committee for their continued efforts on behalf of our taxpayers and ask our Administrator Chad Bruner to proceed with the budget overview, and then we will hear from Treasurer and Budget Officer Gary Schwarz.

Thank you.

GLOUCESTER COUNTY REGIONALIZED SERVICES MUNICIPAL BUDGETARY SAVINGS BY SERVICES 2012

MUNICIPALITY	COUNTY ASSESSOR (1)	EMS	911 DISPATCH (2)	STORMWATER/ DE ICER STORAGE	TRASH DISPOSAL SAVINGS	OTHER SERVICES (3)	MUNICIPAL BUDGET SAVINGS	2012 LOCAL PURPOSE TAX SAVINGS	OPEN SPACE PRESERVATION
CLAYTON	\$100,198	\$33,453	\$402,426	\$183,072 *	\$36,110	\$147,829	\$903,088	31.60 ¢	\$2,197,445
DEPTFORD	\$571,335		\$691,824	\$367,200	\$107,533	\$389,269	\$2,127,161	7.34 ¢	\$425,000
EAST GREENWICH	\$124,005	\$437,544	\$86,001	\$183,072 *	\$36,758	\$131,240	\$998,620	9.81 ¢	\$16,593,421
ELK	\$39,671	\$16,010	\$24,359	\$101,005 *	\$19,721	\$60,625	\$261,391	6.52 ¢	\$5,732,445
FRANKLIN	\$273,568		\$389,760	\$662,848 *	\$82,889	\$239,636	\$1,648,702	20.44 ¢	\$3,838,993
GLASSBORO	\$269,000	\$849,432	\$828,240	\$190,400	\$61,950	\$278,176	\$2,477,198	20.66 ¢	\$570,014
GREENWICH	\$89,595	\$25,488	\$370,909	\$197,200	\$28,171	\$68,829	\$780,192	13.71 ¢	\$2,386,094
HARRISON	\$77,964		\$68,208	\$401,200	\$54,899	\$163,845	\$766,117	5.72 ¢	\$22,346,540
LOGAN	\$132,498	\$437,544	\$73,079	\$138,882 *	\$21,930	\$144,263	\$948,197	15.44 ¢	\$6,546,843
MANTUA	\$227,098	\$68,499	\$610,362	\$290,390 *	\$80,882	\$238,097	\$1,515,328	11.20 ¢	\$18,083,480
MONROE	\$402,976		\$825,561	\$979,200	\$183,278	\$413,567	\$2,804,582	9.80 ¢	\$2,558,087
NATIONAL PARK	\$43,111	\$25,488	\$38,975	\$69,441 *	\$15,144	\$66,922	\$259,081	14.57 ¢	\$110,000
NEWFIELD	\$15,634		\$7,795	\$44,184 *	\$6,875	\$37,477	\$111,965	7.83 ¢	
PAULSBORO	\$70,999	\$9,558	\$608,926	\$126,256 *	\$35,907	\$105,845	\$957,492	38.48 ¢	
PITMAN	\$118,425	\$483,069	\$260,651	\$170,446 *	\$47,213	\$137,258	\$1,217,062	32.35 ¢	
SOUTH HARRISON	\$84,537	\$10,620	\$24,359	\$333,200	\$14,004	\$51,998	\$518,718	12.78 ¢	\$12,191,954
SWEDESBORO	\$39,410	\$57,348	\$55,391	\$37,877 *	\$13,397	\$43,128	\$246,550	12.86 ¢	\$2,555,000
WASHINGTON	\$563,613		\$487,201	\$858,546 *	\$244,655	\$603,811	\$2,757,826	10.76 ¢	\$15,186,618
WENONAH	\$16,320	\$8,496	\$34,103	\$75,754 *	\$9,773	\$48,438	\$192,884	7.40 ¢	
WEST DEPTFORD	\$397,394	\$56,339	\$345,913	\$366,144 *	\$121,781	\$303,839	\$1,591,410	6.25 ¢	\$3,260,800
WESTVILLE	\$55,606		\$270,396	\$69,441 *	\$23,501	\$71,284	\$490,227	18.26 ¢	
WOODBURY	\$195,412	\$148,680	\$34,948	\$170,446 *	\$48,528	\$148,681	\$746,695	12.08 ¢	
WOODBURY HEIGHTS	\$43,070		\$60,889	\$88,379 *	\$13,894	\$51,695	\$257,926	9.63 ¢	\$10,000
WOOLWICH	\$138,506	\$380,727	\$53,592	\$233,575 *	\$33,795	\$132,311	\$972,506	15.34 ¢	\$8,747,943
TOTALS:	\$4,089,945	\$3,048,295	\$6,653,868	\$6,338,158	\$1,342,589	\$4,078,064	\$25,550,918	Avg: 14.62 ¢	\$123,340,677

1. Savings fully realized by 12/31/2013

2. Municipal savings estimated using actual annual expenses projected to 2012 dollars using CPI

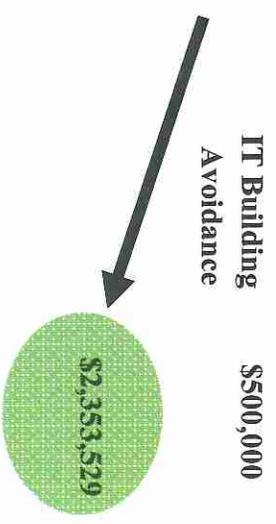
3. Health Dept. Inspections; Shuttle Bus Purchase-50%; Redevelopment Professional Services; Deer Removal; Animal Control Services

* Utilizes De Icer storage sheds

INTRA-COUNTY SHARED SERVICES ANALYSIS

	Library (68)	GCUA (70)	GCIA	GCIT / SSSD (730)	GCC (235)	County (1470)	Totals
Public Safety <i>Dollars Saved</i>	N/A	Shared with County N/A	Shared with County N/A	Shared with Sheriff N/A	Shared with County \$100,000	N/A	\$100,000
# of Employees Eliminate (FT/PT)	N/A	0	0	0	5	0	5
Buildings & Grounds / Food <i>Dollars Saved</i>	Shared with County \$5,972	Shared with County \$30,000	Shared with County \$104,793	Shared with GCC \$20,000	Shared with County/GCIT \$163,781	N/A	\$411,845
# of Employees Eliminate (FT/PT)	1	0	1	1	1	0	4
Information Technology <i>Dollars Saved</i>	N/A	Shared with County \$9,625	Shared with County \$44,000	Shared with County/GCC \$166,513	Shared with County \$500,000	N/A	\$720,138
# of Employees Eliminate (FT/PT)	N/A	0	0	1	0	1	2
Human Resources <i>Dollars Saved</i>	Shared with County N/A	Shared with County N/A	Shared with County N/A	Shared with GCC N/A	Shared with GCC \$197,100	N/A	\$197,100
# of Employees Eliminate (FT/PT)	0	0	0	0	1	0	1
Purchasing / Finance <i>Dollars Saved</i>	Shared with County 49,447	N/A	N/A	Shared with GCC N/A	Shared with GCIT/SSSD 237,799	N/A	\$297,246
# of Employees Eliminate (FT/PT)	1	0	0	1	2	0	4
Public Relations <i>Dollars Saved</i>	Shared with GCIA	Shared with GCIA	N/A	Shared with GCIA	Shared with GCIA \$127,200	Shared with GCIA	\$127,200
# of Employees Eliminate (FT/PT)	N/A	N/A	N/A	N/A	1	N/A	2
TOTAL DOLLARS SAVED	\$55,419	\$39,625	\$148,793	\$186,513	\$1,325,880	\$97,299	\$1,853,529
TOTAL EMPLOYEES ELIMINATED	2	0	1	3	10	2	18

Total Savings



County to County Shared Services

Medical Examiner Services, Net	
Camden County	\$995,800
Salem County	\$175,000

Mental Health Administrator	
Salem County	\$32,000
Senior Services - Executive Director	
Cumberland County	\$36,000

Dispatch Services	
Buena Borough	\$131,582
Buena Vista Township	\$66,950
Estell Manor	\$9,270
Folsom	\$9,270
Weymouth	\$9,270

Total Revenue to Gloucester County	\$1,465,142
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Attrition for 2008 / 2009 Budget

TITLE	DEPARTMENT	SALARY	LONGEVITY	MEDICAL COST	OTHER FRINGE	TOTAL
Building Maintenance Worker	Buildings & Grounds	\$27,517	\$0	\$8,918	\$3,244	\$39,679
Project Coordinator	Buildings & Grounds	\$51,154	\$2,014	\$19,642	\$6,031	\$78,841
Building Maintenance Worker	Buildings & Grounds	\$33,929	\$0	\$8,918	\$4,000	\$46,847
Building Maintenance Worker	Buildings & Grounds	\$29,121	\$0	\$23,783	\$3,433	\$56,337
Building Maintenance Worker	Buildings & Grounds	\$27,517	\$0	\$8,918	\$3,244	\$39,679
Supervisor, Building & Grounds	Buildings & Grounds	\$77,597	\$0	\$8,918	\$9,149	\$95,664
Building Maintenance Worker	Buildings & Grounds	\$31,131	\$0	\$8,917	\$3,670	\$43,718
Sr. Maintenance Repairer	Buildings & Grounds	\$45,081	\$1,775	\$19,525	\$5,315	\$71,696
Building Maintenance Worker	Buildings & Grounds	\$33,929	\$1,069	\$8,540	\$4,000	\$47,538
Building Maintenance Worker	Buildings & Grounds	\$33,929	\$1,336	\$8,540	\$4,000	\$47,805
Elect. Admin.	Board of Elections	\$65,429	\$2,617	\$21,975	\$7,714	\$97,735
Dep. Elec. Admin.	Board of Elections	\$46,032	\$1,841	\$19,608	\$5,427	\$72,908
Clerk/Typist	County Adjuster	\$26,716	\$0	\$9,615	\$3,150	\$39,481
Sup. Engineer	Engineering	\$90,688	\$3,570	\$21,893	\$10,692	\$126,843
Sr. Traffic Maint. Tech.	Engineering	\$45,088	\$1,065	\$2,700	\$5,316	\$54,169
PT / Groundskeeper	Golf Course	\$15,322	\$0	\$0	\$1,806	\$17,128
Secretarial Asst	Health	\$49,033	\$1,931	\$14,725	\$5,781	\$71,470
Sanitary Inspector	Health	\$52,171	\$0	\$21,576	\$6,151	\$79,898
Storekeeper	Highway	\$41,209	\$0	\$3,600	\$4,859	\$49,668
Sup. Heav. Eq. Op.	Highway	\$63,496	\$2,500	\$22,010	\$7,486	\$95,492
Laborer	Highway	\$30,117	\$0	\$23,697	\$3,551	\$57,365
PT/Medical Examiner	Medical Examiner	\$30,482	\$0	\$21,189	\$3,594	\$55,265
Sr. Clerk Typist	Parks & Recreation	\$14,000	\$0	\$21,893	\$1,651	\$37,544
Principle Account Clerk	Purchasing	\$41,504	\$1,634	\$19,525	\$4,893	\$67,556
Director, Social Services	Social Services	\$50,000	\$0	\$21,189	\$5,895	\$77,084
Asst't Admin. of IM	Social Services	\$35,000	\$1,750	\$21,096	\$4,127	\$61,972
Sr. Account Clerk	Social Services	\$40,490	\$1,750	\$9,615	\$4,774	\$56,629
HSS (2)	Social Services	\$42,202	\$0	\$8,918	\$4,976	\$56,095
HSS (2)	Social Services	\$48,767	\$0	\$0	\$5,750	\$54,517
Coordinator, Home Detention	Corrections	-\$65,000	\$0	-\$3,600	-\$7,664	-\$76,264
TOTALS		\$1,153,651	\$24,852	\$405,841	\$136,015	\$1,720,359

Attrition for 2009 / 2010 Budget - - - As of December 31, 2009

TITLE	DEPARTMENT	SALARY	LONGEVITY	MEDICAL	OTHER FRINGE	TOTAL
Events Coordinator	Administrator	\$50,000	\$0	\$3,600	\$5,895	\$59,495
PT Animal Attendant	Animal Shelter	\$14,079	\$0	\$0	\$1,660	\$15,739
Supervising, BMW	Building & Grounds	\$42,956	\$1,692	\$0	\$5,065	\$49,713
BMW	Building & Grounds	\$33,458	\$0	\$14,701	\$3,945	\$52,104
Sr. BMW	Building & Grounds	\$38,043	\$1,497	\$0	\$4,485	\$44,025
BMW	Building & Grounds	\$31,799	\$0	\$8,918	\$3,749	\$44,466
BMW	Building & Grounds	\$30,140	\$0	\$8,918	\$3,554	\$42,612
Public Relations Coord.	Clerk of Board	\$49,728	\$0	\$23,699	\$5,863	\$79,290
Ass't County Adjuster	County Adjuster	\$75,460	\$0	\$0	\$8,897	\$84,357
Sup. Index Clerk	County Clerk	\$48,658	\$1,916	\$0	\$5,737	\$56,311
Confidential Assistant	County Clerk	\$38,871	\$0	\$8,919	\$4,583	\$52,373
Clerk/Typist	County Clerk	\$38,246	\$903	\$21,073	\$4,509	\$64,731
Clerk/Typist	Corrections	\$33,085	\$0	\$14,347	\$3,901	\$51,333
Principle Accountant	Economic Develop	\$52,949	\$2,704	\$0	\$6,243	\$61,896
Principle Clerk/Typist	Economic Develop	\$36,601	\$0	\$22,352	\$4,315	\$63,268
Truck Driver	Engineering	\$49,027	\$1,807	\$0	\$5,780	\$56,614
Program Assoc, 4-H	Extension Services	\$10,500	\$0	\$0	\$1,238	\$11,738
Cashier Typist	Golf Course	\$37,124	\$0	\$15,866	\$4,377	\$57,367
Golf Ranger	Golf Course	\$33,976	\$0	\$3,600	\$4,006	\$41,582
Accountant	Health	\$53,120	\$0	\$21,189	\$6,263	\$80,572
Sr. Clerk/Typist	Health	\$39,587	\$1,559	\$3,000	\$4,667	\$48,813
Ass't Chief Sanitary	Health	\$78,421	\$3,088	\$0	\$9,246	\$90,755
Supervising HEO	Highway Dept	\$65,719	\$2,588	\$0	\$7,748	\$76,055
Truck Driver	Highway Dept	\$38,898	\$0	\$8,918	\$4,586	\$52,402
Clerk/Typist	Human Resources	\$32,815	\$0	\$8,918	\$3,869	\$45,602
Principle Clerk/Typist	Human Services	\$42,956	\$1,692	\$8,918	\$5,065	\$58,631
Chief Clerk	IT	\$55,260	\$2,176	\$0	\$6,515	\$63,951
Division Head	Juvenile Detention	\$68,269	\$0	\$24,158	\$8,049	\$100,476
Head Teacher	Juvenile Detention	\$62,913	\$2,477	\$0	\$7,417	\$72,807
JDO	Juvenile Detention	\$42,651	\$0	\$14,725	\$5,029	\$62,405
JDO	Juvenile Detention	\$36,306	\$0	\$24,158	\$4,280	\$64,744
JDO	Juvenile Detention	\$36,306	\$0	\$8,918	\$4,280	\$49,504
JDO	Juvenile Detention	\$44,766	\$0	\$19,525	\$5,278	\$69,569
JDO	Juvenile Detention	\$49,160	\$1,410	\$8,918	\$5,796	\$65,284
JDO	Juvenile Detention	\$44,766	\$1,763	\$8,918	\$5,278	\$60,725
JDO	Juvenile Detention	\$42,651	\$0	\$22,010	\$5,029	\$69,690
JDO	Juvenile Detention	\$44,766	\$1,410	\$24,158	\$5,278	\$75,612
JDO	Juvenile Detention	\$36,306	\$0	\$8,918	\$4,280	\$49,504
JDO	Juvenile Detention	\$35,249	\$0	\$8,918	\$4,156	\$48,323
JDO	Juvenile Detention	\$44,766	\$1,410	\$2,812	\$5,278	\$54,266
JDO	Juvenile Detention	\$42,651	\$0	\$14,725	\$5,029	\$62,405
JDO	Juvenile Detention	\$36,306	\$0	\$22,352	\$4,280	\$62,938
JDO	Juvenile Detention	\$44,766	\$1,058	\$21,893	\$5,278	\$72,995
JDO	Juvenile Detention	\$37,364	\$0	\$8,918	\$4,405	\$50,687
JDO	Juvenile Detention	\$42,651	\$0	\$14,725	\$5,029	\$62,405
JDO	Juvenile Detention	\$35,249	\$0	\$8,918	\$4,156	\$48,323
JDO	Juvenile Detention	\$35,249	\$0	\$9,615	\$4,156	\$49,020
JDO	Juvenile Detention	\$44,766	\$1,762	\$2,778	\$5,278	\$54,584
JDO	Juvenile Detention	\$44,766	\$1,410	\$21,515	\$5,278	\$72,969
JDO	Juvenile Detention	\$36,306	\$0	\$9,615	\$4,280	\$50,201
PT / JDO	Juvenile Detention	\$17,625	\$0	\$0	\$2,078	\$19,703
PT / JDO	Juvenile Detention	\$17,625	\$0	\$0	\$2,078	\$19,703
PT / JDO	Juvenile Detention	\$17,625	\$0	\$0	\$2,078	\$19,703
Social Rehab Therapist	Juvenile Detention	\$62,913	\$2,477	\$11,717	\$7,417	\$84,524
Social Service, Ass't	Juvenile Detention	\$41,692	\$0	\$8,918	\$4,915	\$55,525
Social Worker	Juvenile Detention	\$62,913	\$1,981	\$14,725	\$7,417	\$87,036
Sr. JDO	Juvenile Detention	\$46,658	\$1,150	\$22,352	\$5,501	\$75,661
PT Investigator	Medical Examiner	\$32,314	\$2,477	\$0	\$3,810	\$38,601
Morgue Technician	Medical Examiner	\$45,444	\$0	\$8,918	\$5,358	\$59,720
Secretarial Ass't Typing	Parks & Recreation	\$48,658	\$1,916	\$0	\$5,737	\$56,311
Sr. Clerk/Typist	Planning	\$38,023	\$0	\$3,600	\$4,483	\$46,106
Advocate Victim Wit.	Prosecutor	\$49,513	\$0	\$0	\$5,838	\$55,351
Child Support Worker	Social Services	\$32,506	\$1,750	\$0	\$3,832	\$38,088
HSS3	Social Services	\$24,078	\$0	\$14,725	\$2,839	\$41,642
Ass't Admin.	Social Services	\$41,649	\$1,750	\$0	\$4,910	\$48,309
Investigator	Social Services	\$31,407	\$1,750	\$0	\$3,703	\$36,859
HSS3	Social Services	\$24,078	\$0	\$14,725	\$2,839	\$41,642
Admin. Supervisor	Social Services	\$46,592	\$1,750	\$0	\$5,493	\$53,835
Investigator	Supt of Elections	\$57,336	\$1,047	\$3,112	\$6,760	\$68,255
Clerk/Typist	Treasurer	\$30,297	\$0	\$9,615	\$3,572	\$43,484
2009/10 TOTALS		\$2,909,369	\$52,370	\$620,533	\$343,015	\$3,925,287

2008/09 TOTALS		\$1,153,651	\$24,852	\$405,841	\$136,015	\$1,720,359
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2 YEAR TOTAL		\$4,063,020	\$77,222	\$1,026,374	\$479,030	\$5,645,646
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Attrition for 2010 / 2011 Budget - - As of December 31, 2010

TITLE	DEPARTMENT	SALARY	LONGEVITY	MEDICAL	OTHER FRINGE	TOTAL
B & G	B & G	\$38,023	\$1,497	\$0	\$7,122	\$46,642
B & G	B & G	\$42,956	\$1,692	\$0	\$8,046	\$52,694
B & G	B & G	\$46,669	\$1,838	\$0	\$8,741	\$57,248
B & G	B & G	\$35,117	\$1,383	\$0	\$6,577	\$43,077
B & G	B & G	\$35,117	\$1,383	\$0	\$6,577	\$43,077
B & G	B & G	\$60,235	\$2,372	\$0	\$11,282	\$73,889
B & G	B & G	\$59,709	\$2,272	\$0	\$11,183	\$73,164
BMW	B & G	\$30,336	\$0	\$9,237	\$5,682	\$45,255
BMW	B & G	\$30,336	\$0	\$9,238	\$5,682	\$45,256
BMW	B & G	\$30,336	\$0	\$25,077	\$5,682	\$61,095
BMW	B & G	\$30,336	\$0	\$4,904	\$5,682	\$40,922
B & G	Transferring to S.S.	\$34,629	\$0	\$25,554	\$6,486	\$66,669
Carpenter	B & G	\$45,085	\$0	\$5,433	\$8,444	\$58,962
Carpenter	B & G	\$52,530	\$2,069	\$10,080	\$9,839	\$74,518
BMW	B & G	\$34,629	\$0	\$10,167	\$6,486	\$51,282
BMW	B & G	\$30,336	\$0	\$21,977	\$5,682	\$57,995
C.O.	Corrections	\$48,838	\$0	\$9,964	\$13,587	\$72,389
Sgt	Corrections	\$75,358	\$6,029	\$25,220	\$20,965	\$127,572
Corrections	Retiring - Attrition	\$68,583	\$5,495	\$0	\$19,080	\$93,158
Corrections	Retiring - Attrition	\$108,150	\$0	\$0	\$30,087	\$138,237
C.O.	Corrections	\$74,178	\$0	\$0	\$20,636	\$94,814
C.O.	Corrections	\$48,838	\$0	\$0	\$13,587	\$62,425
Emergency Response	Emergency Response	\$42,956	\$1,353	\$0	\$8,046	\$52,355
Emergency Response	Emergency Response	\$65,115	\$2,477	\$0	\$12,196	\$79,788
Engineering	Engineering	\$68,019	\$2,588	\$0	\$12,740	\$83,347
Engineering	Engineering	\$54,802	\$1,668	\$0	\$10,264	\$66,734
Health	Health Department	\$77,631	\$2,954	\$0	\$14,540	\$95,125
Administrative Clerk	Human Services	\$54,802	\$2,085	\$0	\$10,264	\$67,151
Principal Clerk/Typist	Human Services	\$44,460	\$1,692	\$0	\$8,327	\$54,479
MIS, Technician	IT	\$58,378	\$0	\$21,233	\$10,934	\$90,545
Data Processing Tech	IT	\$42,603	\$0	\$24,162	\$7,980	\$74,745
Land Preservation	Land Preservation	\$58,999	\$2,002	\$0	\$11,051	\$72,052
Social Worker	Disability Services	\$55,165	\$0	\$20,352	\$10,332	\$85,849
Park Ranger	Parks & Recreation	\$37,883	\$0	\$21,977	\$7,095	\$66,955
Groundskeeper	Parks & Recreation	\$31,917	\$0	\$24,162	\$5,978	\$62,057
Park Ranger	Parks & Recreation	\$36,058	\$0	\$9,630	\$6,754	\$52,442
Administrative Clerk	Parks & Recreation	\$54,802	\$2,158	\$10,987	\$10,264	\$78,211
Ass't Park Director	Parks & Recreation	\$76,584	\$0	\$0	\$14,344	\$90,928
Principal Planning Aide	Planning	\$50,753	\$1,999	\$0	\$9,506	\$62,258
Planning Director	Planning	\$87,285	\$0	\$0	\$16,348	\$103,633
Planning Aide	Planning	\$52,350	\$2,069	\$0	\$9,805	\$64,224
Bianco to Assessing	Planning	\$41,363	\$0	\$3,600	\$7,747	\$52,710
Mechanic Sup, HEO	Public Works (mosq)	\$65,719	\$2,588	\$0	\$12,309	\$80,616
TMW	Public Works	\$36,624	\$0	\$0	\$6,860	\$43,484
Truck Driver	Public Works	\$44,460	\$1,692	\$0	\$8,327	\$54,479
Administrative Clerk	Public Wokrs	\$57,194	\$2,176	\$0	\$10,712	\$70,082
Traffic Analyst	Public Works	\$59,709	\$2,272	\$0	\$11,183	\$73,164
Sup TMW	Public Works (Eng)	\$59,709	\$2,272	\$0	\$11,183	\$73,164
Equipment Operator	Public Works (mosq)	\$52,530	\$1,999	\$0	\$9,839	\$64,368
Retiring - Attrition	Prosecutor	\$48,302	\$0	\$0	\$9,047	\$57,349
Retiring - Attrition	Prosecutor	\$50,204	\$1,838	\$0	\$9,403	\$61,445
Transfer to Assessing	Prosecutor	\$52,034	\$0	\$2,352	\$9,746	\$64,132
Retiring - Attrition	Prosecutor	\$101,238	\$0	\$0	\$18,962	\$120,200
Sr. Acc't via karen	Senior Services	\$80,273	\$1,852	\$4,128	\$15,035	\$86,288
Public Health Nurse	Senior Services	\$67,706	\$0	\$3,112	\$12,681	\$83,499
Sheriff	Sheriff	\$50,753	\$1,999	\$0	\$9,506	\$62,258
Social Worker	Social Services					\$19,000
Sr. Clerk/Typist	Social Services	\$41,308	\$1,450	\$24,247	\$7,737	\$74,742
Supt of Schools	Supt Schools	\$57,194	\$2,176	\$0	\$10,712	\$70,082
Supt of Schools	Supt Schools	\$59,709	\$2,272	\$0	\$11,183	\$73,164
Compliance Officer	Wage & Hour	\$25,028	\$0	\$0	\$4,688	\$29,716
2010/11 TOTALS	61	\$3,161,943	\$73,661	\$326,793	\$630,769	\$4,156,686

2008/09 TOTALS	29	\$1,153,651	\$24,852	\$405,841	\$136,015	\$1,720,359
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2009/10 TOTALS	72	\$2,909,369	\$52,370	\$620,533	\$343,015	\$3,925,287
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3 YEAR TOTAL	162	\$7,224,963	\$150,883	\$1,353,167	\$1,109,799	\$9,802,332
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Attrition for 2011 Budget - - - As of December 31, 2011

NAME	TITLE	DEPARTMENT	SALARY	LONGEVITY	MEDICAL	OTHER FRINGE	TOTAL	11 Total
	Painter	Buildings & Grounds	\$57,194	\$2,252	\$0	\$12,131	\$71,577	\$71,577
	BSW	Buildings & Grounds	\$36,346	\$1,431	\$10,168	\$7,709	\$55,654	\$55,654
	Carpenter	Buildings & Grounds	\$50,515	\$0	\$0	\$10,714	\$61,229	\$51,024
	BSW	Buildings & Grounds	\$37,618	\$1,431	\$0	\$7,979	\$47,028	\$15,676
	Sr. Electrician	Buildings & Grounds	\$59,196	\$2,252	\$20,582	\$12,555	\$94,585	\$39,410
	BMW	Buildings & Grounds	\$37,618	\$1,418	\$0	\$7,979	\$47,015	\$11,754
	BMW	Buildings & Grounds	\$37,618	\$0	\$20,582	\$7,979	\$66,179	\$5,515
	BMW	Buildings & Grounds	\$37,618	\$1,481	\$9,313	\$7,979	\$56,391	\$42,293
	Admin Clerk	Clerk of the Board	\$70,742	\$0	\$24,247	\$15,004	\$109,993	\$109,993
	Sr. Clerk/Typist	Health	\$39,353	\$1,239	\$24,130	\$8,347	\$73,069	\$73,069
	Clerk/Typist	Human Resources	\$46,411	\$0	\$10,168	\$9,844	\$66,423	\$66,423
	Principle Clerk/Typist	Sup't of Schools	\$54,269	\$2,069	\$0	\$11,510	\$67,848	\$45,232
	Sr. Clerk/Typist	Human Services	\$42,407	\$1,336	\$0	\$8,995	\$52,738	\$43,930
	Omnibus Driver	Human Services	\$17,500					\$17,500
	Sr. Program Analyst	Human Services	\$73,550	\$2,798	\$0	\$15,600	\$91,948	\$30,649
	Sr. Engineer	Engineering - PW	\$53,067	\$0	\$0	\$11,256	\$64,323	\$64,323
	TMW	Engineering - PW	\$38,949	\$0		\$8,261	\$47,210	\$27,538
	Prin. Planner.Transport	Planning - PW	\$80,348	\$3,057	\$4,449	\$17,042	\$104,895	\$43,706
	Accountant	Roads - PW	\$50,515	\$0	\$22,048	\$10,714	\$83,277	\$27,759
	Sr. Public Health via Sr.	Disability Services	\$64,863	\$0	\$22,048	\$13,757	\$100,668	\$83,857
	PT / Therapeutic Supv.	Disability Services	\$54,154	\$1,588	\$0	\$11,486	\$67,228	\$44,814
	PT/REC LEADER	Disability Services	\$5,000	\$0	\$0	\$1,061	\$6,061	\$4,040
	PT/REC LEADER	Disability Services	\$5,000	\$0	\$0	\$1,061	\$6,061	\$4,040
	PT/REC LEADER	Disability Services	\$5,000	\$0	\$0	\$1,061	\$6,061	\$4,040
	PT/REC LEADER	Disability Services	\$5,000	\$0	\$0	\$1,061	\$6,061	\$4,040
	PT/REC LEADER	Disability Services	\$5,000	\$0	\$0	\$1,061	\$6,061	\$4,040
	Social Worker	Disability Services	\$63,748	\$0	\$0	\$13,521	\$77,269	\$6,439
	Director	Disability Services	\$125,000	\$0	\$0	\$26,513	\$151,513	\$100,998
	Data Processing Tech	Treasury	\$47,946	\$0	\$10,610	\$10,169	\$68,725	\$62,994
	GIS Spec. 2	I.T.	\$76,873	\$2,339	\$3,228	\$16,305	\$98,745	\$32,882
	Secretarial Assistant	I.T.	\$54,369	\$2,141	\$0	\$11,532	\$68,042	\$28,346
	Investigator	Sheriff	\$70,359	-\$18,000	\$24,510	\$22,944	\$99,813	\$99,813
	Execution Clerk	Sheriff	\$47,955	\$1,095	\$3,228	\$10,171	\$62,449	\$36,429
	Admin Clerk	Senior Services	\$59,196	\$2,252	\$0	\$12,555	\$74,003	\$43,169
	C.O.	Corrections	\$71,430	\$5,714	\$0	\$23,293	\$100,437	\$58,588
	C.O.	Corrections	\$71,430	\$4,286	\$0	\$23,293	\$99,009	\$16,535
	Sgt.	Corrections	\$95,497	\$0	\$0	\$31,142	\$126,639	\$21,149
	C.O.	Corrections	\$71,430	\$1,374	\$22,680	\$23,293	\$118,777	\$19,836
	Sgt.	Corrections	\$95,497	\$6,234	\$0	\$31,142	\$132,873	\$44,290
	Supervisor of Accounts	Parks & Recreation	\$52,124	\$1,983	\$0	\$11,056	\$65,163	\$27,151
	Park Ranger	Parks & Recreation	\$46,016	\$0	\$17,004	\$9,760	\$72,780	\$24,260
	Museum Curator	Parks & Recreation	\$58,428	\$0	\$9,974	\$12,393	\$80,795	\$47,130
	Administrator	Cultural & Heritage	\$67,394	\$2,051	\$22,048	\$14,294	\$105,787	\$70,518
	Supervisor	Emergency Response	\$70,400	\$1,663	\$0	\$14,932	\$86,995	\$14,502
	Environmental Spec.	Emergency Response	\$73,550	\$2,896	\$9,974	\$15,600	\$102,020	\$34,003
	Principal Account Clerk	Extension Services	\$46,016	\$1,812	\$0	\$9,760	\$57,588	\$19,196
2011 TOTALS		46	\$2,429,509	\$40,192	\$290,991	\$565,810	\$3,309,002	\$1,800,122
2008TOTALS		29	\$1,153,651	\$24,852	\$405,841	\$136,015	\$1,720,359	
2009TOTALS		72	\$2,909,369	\$52,370	\$620,533	\$343,015	\$3,925,287	
2010 TOTALS		61	\$3,161,943	\$73,661	\$326,793	\$630,769	\$4,156,686	
4 YEAR TOTAL		208	\$9,654,471	\$191,075	\$1,644,158	\$1,675,609	\$13,111,334	

Attrition for 2012 / 2013 Budget - - - As of December 31, 2012

	TITLE	DEPARTMENT	SALARY	LONGEVITY	MEDICAL	OTHER FRINGE	13 TOTAL	12 TOTAL
	Park Ranger	Parks & Recreation	\$41,668	\$0	\$9,975	\$8,892	\$60,535	\$60,535
	Officer	Corrections	\$71,430	\$4,286	\$0	\$23,386	\$99,102	\$82,585
	Officer	Corrections	\$71,430	\$5,714	\$0	\$23,386	\$100,530	\$58,643
	Sgt.	Corrections	\$97,407	\$0	\$0	\$31,891	\$129,298	\$86,199
	Secretarial Assistant	Taxation	\$56,720	\$2,234	\$0	\$12,104	\$71,058	\$71,058
	Asst Nutritionist	Health	\$0	\$0	\$0	\$0	\$0	\$0
	Director of Nursing	Health	\$98,536	\$0	\$25,683	\$21,028	\$145,247	\$108,935
	Senior Road Inspector	Highway	\$64,525	\$2,541	\$0	\$13,770	\$80,836	\$80,836
	Senior Plumber	Buildings & Grounds	\$53,693	\$0	\$21,626	\$11,458	\$86,777	\$79,546
	Storekeeper	Buildings & Grounds	\$48,914	\$1,888	\$0	\$10,438	\$61,240	\$5,103
	Social Worker	Senior Services	\$70,400	\$1,663	\$0	\$15,023	\$87,086	\$87,086
	Adm. Clerk	I.T.	\$61,799	\$2,434	\$0	\$13,188	\$77,421	\$32,259
	Bridge Inspector	Engineering	\$61,799	\$2,434	\$0	\$13,188	\$77,421	\$58,066
	Administrative Clerk	Human Services	\$71,742	\$2,825	\$0	\$15,310	\$89,877	\$0
2012 TOTALS		14	\$870,063	\$26,019	\$57,284	\$213,062	\$1,166,428	\$810,850
2011 TOTALS		46	\$2,429,509	\$40,192	\$290,991	\$565,810	\$3,309,002	
2010 TOTALS		61	\$3,161,943	\$73,661	\$326,793	\$630,769	\$4,156,686	
2009 TOTALS		72	\$2,909,369	\$52,370	\$620,533	\$343,015	\$3,925,287	
2008 TOTALS		29	\$1,153,651	\$24,852	\$405,841	\$136,015	\$1,720,359	
5 YEAR TOTAL		222	\$10,524,534	\$217,094	\$1,701,442	\$1,888,671	\$14,277,761	

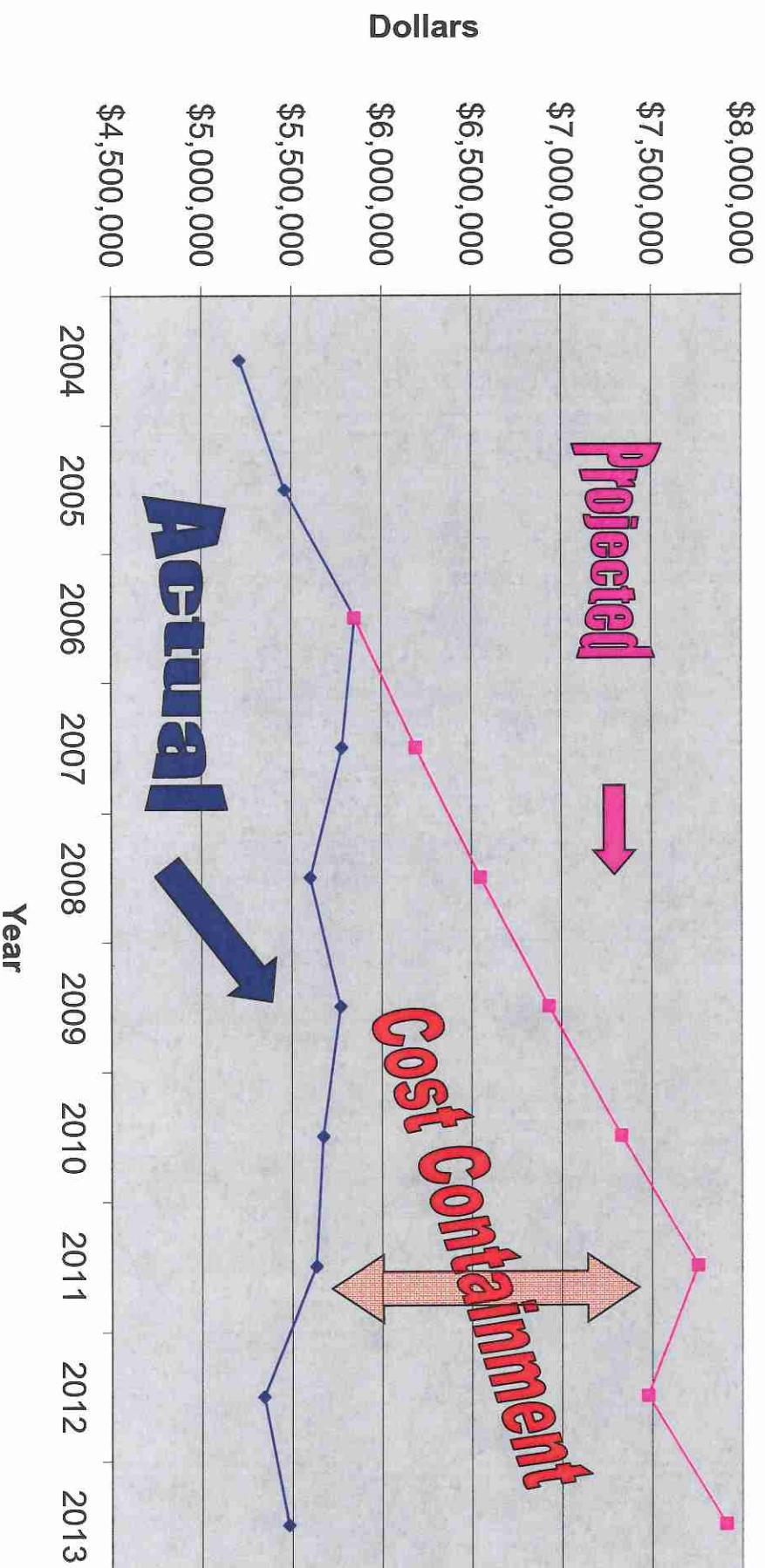
Social Services Spending Trends

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
\$5,212,907	\$5,464,000	\$5,851,000	\$5,781,000	\$5,604,000	\$5,772,000	\$5,674,000	\$5,634,000	\$5,345,000	\$5,483,000
		\$5,851,000	\$6,190,358	\$6,549,399	\$6,929,264	\$7,331,161	\$7,756,369	\$7,477,784	\$7,911,496

*Actual

*Projected

Social Services Spending Trends



Juvenile Detention - Savings Analysis

TITLE	SALARY	LONGEVITY	MEDICAL	OTHER FRINGE	TOTAL
Division Head	\$70,658	\$0	\$24,158	\$13,234	\$108,051
Head Teacher	\$62,913	\$2,477	\$8,918	\$11,784	\$86,092
JDO	\$42,651	\$0	\$14,725	\$7,989	\$65,365
JDO	\$36,306	\$0	\$24,158	\$6,800	\$67,264
JDO	\$36,306	\$0	\$8,918	\$6,800	\$52,024
JDO	\$44,766	\$0	\$19,525	\$8,385	\$72,676
JDO	\$49,160	\$1,410	\$8,918	\$9,208	\$68,696
JDO	\$44,766	\$1,763	\$8,918	\$8,385	\$63,832
JDO	\$42,651	\$0	\$22,010	\$7,989	\$72,650
JDO	\$44,766	\$1,410	\$24,158	\$8,385	\$78,719
JDO	\$36,306	\$0	\$8,918	\$6,800	\$52,024
JDO	\$35,249	\$0	\$8,918	\$6,602	\$50,769
JDO	\$44,766	\$1,410	\$2,812	\$8,385	\$57,373
JDO	\$42,651	\$0	\$14,725	\$7,989	\$65,365
JDO	\$36,306	\$0	\$22,352	\$6,800	\$65,458
JDO	\$44,766	\$1,058	\$21,893	\$8,385	\$76,102
JDO	\$37,364	\$0	\$8,918	\$6,998	\$53,280
JDO	\$42,651	\$0	\$14,725	\$7,989	\$65,365
JDO	\$35,249	\$0	\$14,725	\$6,602	\$56,576
JDO	\$35,249	\$0	\$14,725	\$6,602	\$56,576
JDO	\$44,766	\$1,762	\$2,778	\$8,385	\$57,691
JDO	\$44,766	\$1,410	\$21,515	\$8,385	\$76,076
JDO	\$36,306	\$0	\$9,615	\$6,800	\$52,721
PT / JDO	\$17,625	\$0	\$0	\$3,301	\$20,926
PT / JDO	\$17,625	\$0	\$0	\$3,301	\$20,926
PT / JDO	\$17,625	\$0	\$0	\$3,301	\$20,926
Social Rehab Therapist	\$62,913	\$2,477	\$11,717	\$11,784	\$88,891
Social Service, Ass't	\$41,692	\$0	\$14,725	\$7,809	\$64,226
Social Worker	\$62,913	\$1,981	\$14,725	\$11,784	\$91,403
Social Worker	\$62,913	\$1,981	\$8,808	\$11,784	\$85,486
Sr. JDO	\$46,658	\$1,150	\$22,352	\$8,739	\$78,899
Supv. JDO	\$52,949	\$2,085	\$14,725	\$9,917	\$79,676
TOTALS	\$1,374,251	\$22,374	\$418,077	\$257,397	\$2,072,100

Uniform / OT / Holiday	\$131,156
Operating Expenses	\$94,670
Avoided Capital Expenses	\$150,000
Revenue transfer	-\$80,000
Indirect Costs	\$168,744
Total Costs	\$2,536,670
Estimated Annual Payment to Camden	\$730,000
Projected Annual Savings	\$1,806,670
Per Day Cost	\$695

Analysis of the Counties Correctional Facilities

COUNTY	Female Unit Capacity	Current Avg. Utilization	Could Transfer from Gloucester
SALEM	65	22	35
CAMDEN	80	40	30
CUMBERLAND	75	40	15
TOTALS	220	102	80

Important Financial Considerations

- 1). Salem County charges Cape May County \$65 per day.
- 2). Camden County will charge us \$65 per day.
- 3). Cumberland will charge us \$75 per day. - Back up Facility
- 4). Estimated cost of female jail is \$2,600,000 to \$3,300,000 conservatively.

Financial Analysis (Camden Rate of \$65, Salem Rate of \$65, and \$75 for Cumberland)

Estimated Savings Year 1 (worse case with 60 females)

If we closed female completely, we would ultimately save
less: Estimated Salem Charge 30 Females @ \$65 @ 365
less: Estimated Camden Charge 30 Females @ \$55/day @ 365 Days per year
NET SAVINGS

\$2,600,000
 -\$711,750
 -\$602,250
 \$1,286,000

(net of unemployment)

Estimated Savings Year 2 (worse case with 60 females)

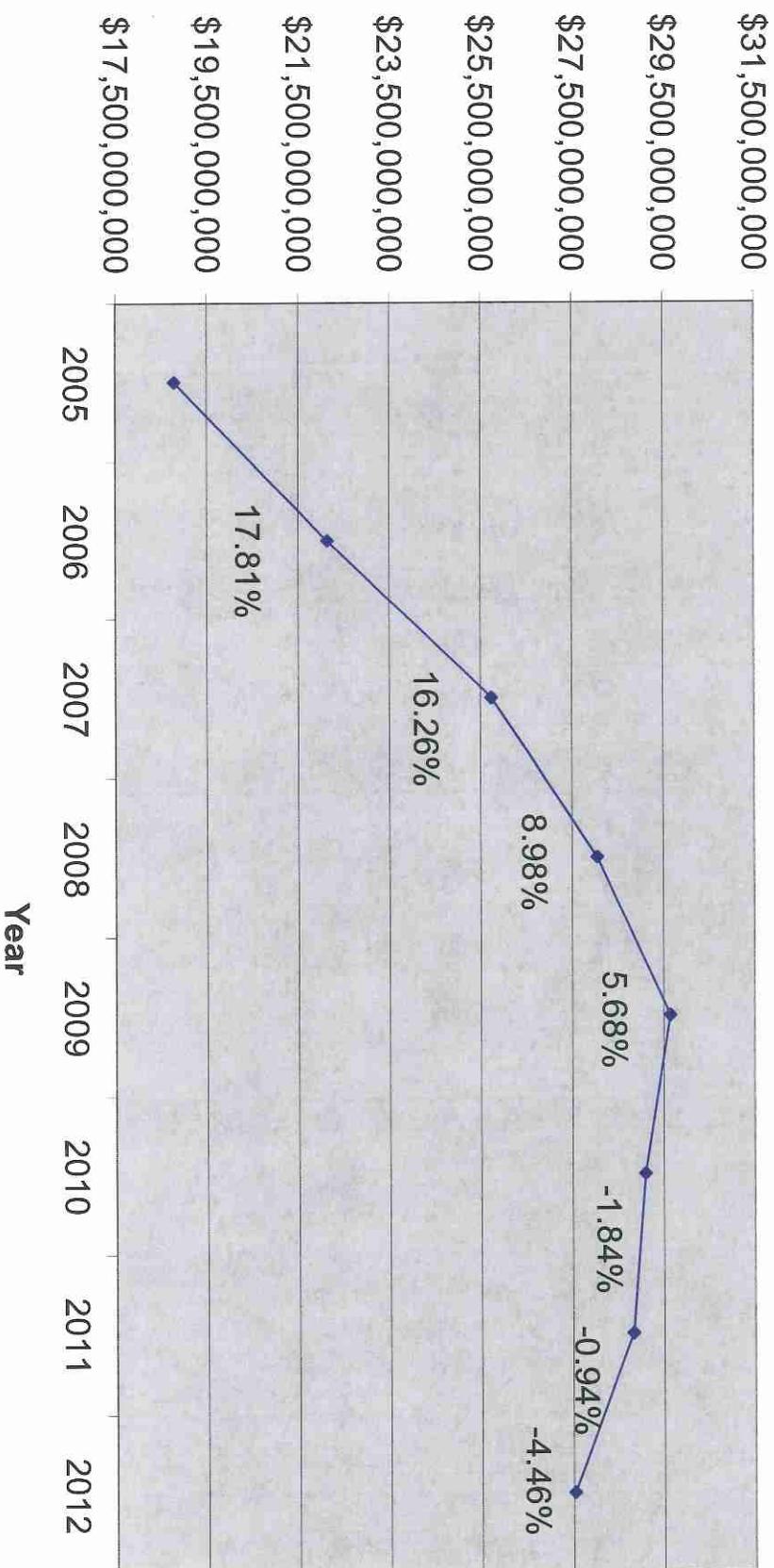
If we closed female completely, we would ultimately save
less: Estimated Salem Charge 30 Females @ \$65 @ 365
less: Estimated Camden Charge 30 Females @ \$65/day @ 365 Days per year
NET SAVINGS

\$3,300,000
 -\$711,750
 -\$711,750
 \$1,876,500

Total Ratable Growth Trend

2005	2006	2007	2008	2009	2010	2011	2012
\$18,793,650,000	\$22,141,015,000	\$25,741,037,000	\$28,052,514,000	\$29,645,617,000	\$29,099,745,000	\$28,825,777,900	\$27,539,059,608
Percentages	17.81%	16.26%	8.98%	5.68%	-1.84%	-0.94%	-4.46%

Total Ratable Growth / Decline Trend



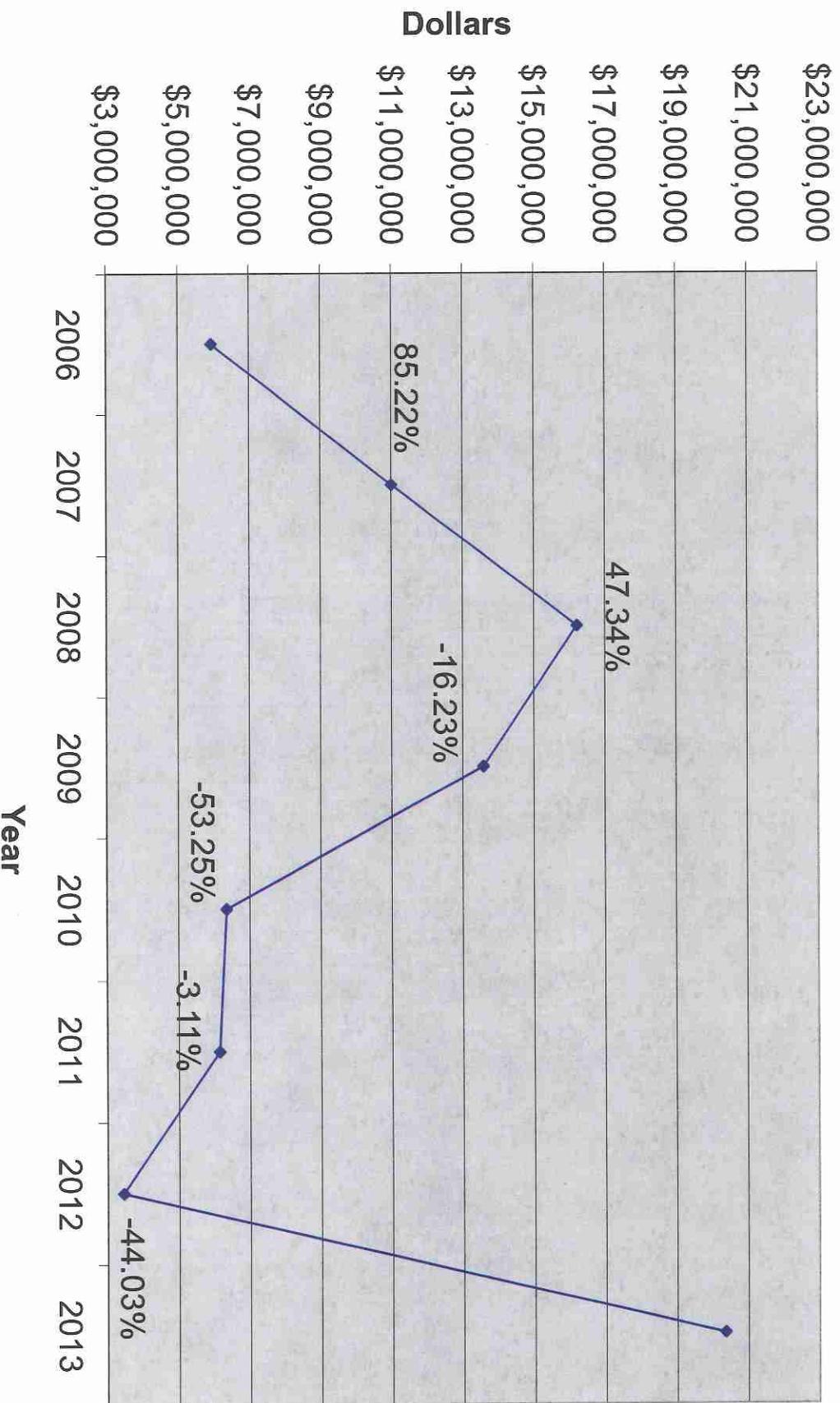
NOTE: GREENWICH AND WEST DEPTFORD SETTLEMENTS HAVE RADICALLY REDUCED RATABLES

Total Capital Expense Trends

2006	2007	2008	2009	2010	2011	2012	2013
\$5,941,200	\$11,004,000	\$16,213,000	\$13,581,000	\$6,348,500	\$6,151,000	\$3,443,000	\$20,352,700
Percentages	85.22%	47.34%	-16.23%	-53.25%	-3.11%	-45.77%	491.13%

*16M - 700 MHZ

Total Capital Expense Trends



Total Debt Trend

2010	2011	2012	2013	2014	2015	2016	2017	2018
\$329,200,000	\$309,200,000	\$281,521,000	\$259,311,000	\$258,772,000	\$249,262,000	\$240,385,000	\$231,508,000	\$222,327,000
\$309,200,000	\$281,521,000	\$259,311,000	\$258,772,000	\$249,262,000	\$240,385,000	\$231,508,000	\$222,327,000	\$212,024,000
Percentages	-14.48%	-7.89%	-0.21%	-3.68%	-3.56%	-3.69%	-3.97%	-4.63%

*Beginning
*End

Total Debt Trend



\$117,176,000 REDUCTION IN DEBT



**GLOUCESTER
COUNTY COLLEGE**

State of the College

Spring 2013

Enrollment Trends

Five-Year Fall Enrollment Trends

Headcount	2008	2009	2010	2011	2012	Rate of Change	
Full-Time Students	3,435	3,805	3,990	3,995	3,943	508	14.8 %
Part-Time Students	2,700	2,685	2,619	2,834	2,819	119	4.4 %
Total	6,135	6,490	6,609	6,829	6,762	627	10.2 %

- Fall enrollment increased 10.2 percent between 2008–2012



Enrollment Trends

- Achieved record enrollment in Fall 2011 — 6,829 students; remained steady in Fall 2012
- Continuing Education non-credit open enrollment — 9,646 registrations; 55 percent dedicated to career courses
- GCC among small portion of 19 N.J. community colleges with stable enrollment and credit hours
 - Passaic (+ 2.9 %)
 - Morris (+ 1.2 %)
 - Middlesex (+ 0.5 %)
 - Gloucester (+ 0.3 %)



Academic Programs

- Business Studies
- Health, Physical Education & Recreation
- Law & Justice
- Liberal Arts
- Nursing & Allied Health
- Science, Technology, Engineering & Mathematics (STEM)
- Continuing Education

Supported By:

- Curriculum & Instruction
- Institutional Research & Assessment



Continuing Education

- Adult Education Program
 - Gloucester County GED Test Center
 - Programs: GED preparation, ESL
- Customized Training
 - Free grant training for businesses
 - 5 companies have customized programs serving 611 employees
- Safety
 - TSA Transportation Workers Identification Credential (TWIC) Center
- New Certificate Programs
- New Initiatives
 - Academy for Lifelong Learning — Plus 50 (Fall 2013)
 - Leadership Institute (Spring 2013)
- New Grants
 - Literacy4Jersey



Student Success

- Graduation rate increased 17 to 28 percent in last three years
- GCC ranks third in state with respect to graduation rates*



* Source: IPEDS Graduation Survey,
2008 Cohort

Athletic Successes

- Awarded third consecutive NATYCAA Cup
- Awarded 11th CAANJ Cup
- 2012 Male and Female CAANJ Scholar-Athletes of the Year
- National Team Championships — Fall 2012
 - Women's Cross Country
 - Women's Tennis



Enhanced Student Services

- Career & Academic Planning Center
- Special Needs Services
- Student Assistance Center
- Student Development Program
- Student Life Program
- Tutoring Center
- Veteran Student Services



Student Satisfaction

- 90 percent of graduates "satisfied" or "very satisfied" with GCC experience
- Students consistently rate instructional effectiveness at/above national baseline
 - Defined as "excellence of teacher" or "excellence of course"



High School Partnerships

- Partnerships with area high schools on the rise
- Programs
 - High School Option Program (HSOP)
 - Dual Credit/Advanced Placement (DC/AP)
 - Customized Program Articulation (CPA)
 - Shared Senior Year — New
 - Credit/Non-Credit Options
 - Academic/Behavioral Support
 - Remediation Programs
 - Seminar Series
 - Bridge Program



University Partnerships

- 60 percent of GCC graduates transfer to four-year institutions
- 50 percent increase in last three years
- Dual Advantage Partners
 - Fairleigh Dickinson University
 - Neumann University
 - Rowan University
 - Rutgers University – Camden
 - University of Maryland – University College (UMUC)
 - Wilmington University
- 75 articulation agreements



Cost of Higher Education

The Philadelphia Inquirer

OPINION

801 Market St., Philadelphia, Pa., 19107 | 215-268-8544-2600 | [inquirer.com](#)

College tuition is too high

It took the recession to do it, but it looks like America's colleges and universities are finally coming to their senses when it comes to the skyrocketing tuition they have been charging students.

A study by Moody's Investor Services says the demand for four-year college degrees is softening. Tighter family budgets and how job prospects in the economy are leading more young people to choose community colleges. If they choose college at all.

Universities are responding to lower student enrollment by freezing or reducing tuition and offering more scholarships, but that is affecting their bottom lines. Moody's said a third of the 292 schools it surveyed expect tuition to exceed their net revenues.



EDITORIAL

The cost of four-year schools has prompted more students to choose community colleges.

- Average in-state cost for N.J. four-year institutions during 2012-2013 academic year

– Senior Public	\$12,481
– Independent	\$22,151

* Source: IPEDS Form #14



Cost Profile

- GCC offers lowest combined tuition and fee rate in state*

– Gloucester	\$3,570
– Burlington	\$3,615
– Camden	\$3,930
– Salem	\$4,104
– <u>Cumberland</u>	<u>\$4,170</u>
– Average	\$4,149

* Source: IPEDS Form #14



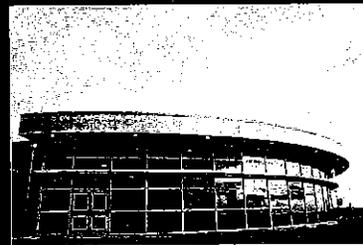
Capital Projects

- Chapter 12 FY 2011
 - \$6.5 million
 - University Center
- Chapter 12 FY 2012
 - \$7.5 million
 - Scott Hall



Capital Projects

- Chapter 12 FY 2013
 - \$1.5 million
 - Library; heat/hot water repair
 - Cafeteria addition
- Higher Education Bond
 - Nursing/Allied Health Center
 - Business Studies Center

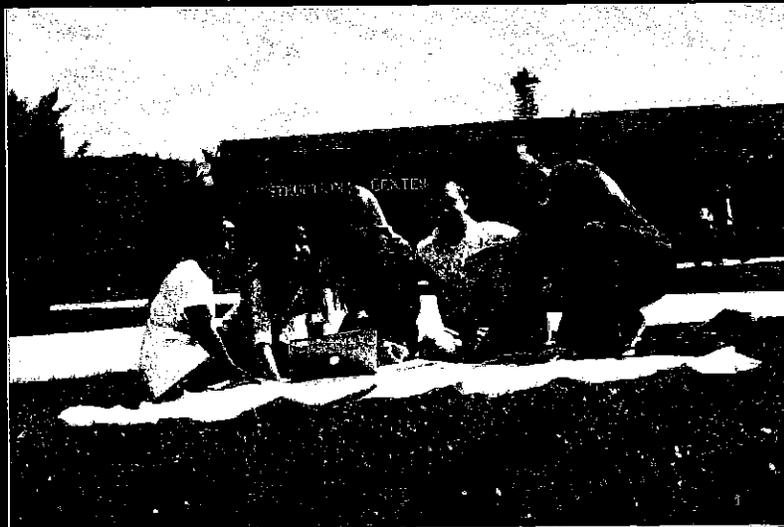


Financial Aid & Scholarships

- Federal Programs
 - Total: \$12,679,000
 - State Programs
 - Institutional Programs
- Total Funds Available:**
\$14,973,053
- Total: \$1,944,000
- Total: \$350,053



Student-Centered Culture



Fiscal Year 2014

Budget Overview:

\$38,210,567



Revenue Projections

- **Government Allocations**
 - Gloucester County \$7,654,944
 - New Jersey State \$5,076,491

(Represents level funding)
 - **Student Tuition and Fees** \$24,442,938
 - (Represents \$3/\$3/\$1.50 increase)
 - \$93 per credit = 3.3% increase

(Lowest in New Jersey)
 - **Auxiliary Enterprises** \$842,179
- | | |
|----------------------|---------------------|
| TOTAL REVENUE | \$38,016,552 |
|----------------------|---------------------|



Expenditure Projections

- **Instruction** \$13,349,990
 - **Public Service** \$126,442
 - **Academic Support** \$2,570,841
 - **Student Services** \$4,200,009
 - **Institutional Support** \$5,009,061
 - **Facilities** \$4,738,663
 - **Benefits** \$7,964,913
 - **Debt Service** \$250,648
- | | |
|---------------------------|---------------------|
| TOTAL EXPENDITURES | \$38,210,567 |
|---------------------------|---------------------|



Budget Overview

• Anticipated Revenue	\$38,016,552
• FY13 Carryover	\$503,870
• <u>Reserve Capital Project</u>	<u>\$(309,855)</u>
TOTAL BUDGET	\$38,210,567



Impact Factors

- Labor Year 3/3 of contract
- Benefits Six-month lock
(back six @10% increase)
- Debt Debt service increased
(new building)
- Reserve Maintain current level
- Enrollment Budget based on flat enrollment
- Capital HVAC/roofing/parking



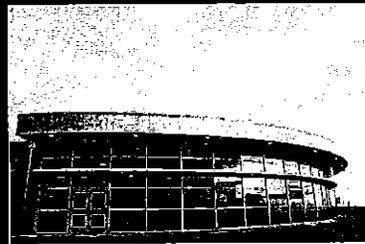
Capital Projects

- **FY 2011**
 - \$6.5 million
 - University Center
- **FY 2012**
 - \$7.5 million
 - Scott Hall



Capital Projects

- **FY 2013**
 - \$1.5 million
 - Library; heat/hot water repair
 - Cafeteria addition
- **FY 2014**
 - \$4.25 million
 - Proposed from N.J. Higher Education Bond
 - Nursing/Allied Health, Business Studies centers



Timeline

- **Feb. 23** County budget meeting; GCC receives county funding allocation
- **Feb. 26** Governor's Budget Address
- **Feb. 27** GCC receives state funding allocation
- **Mar. 5** Open FY14 budget discussion with college community
- **Mar. 12** GCC Board meeting; close FY13 budget present FY14 budget
- **Apr. 10** County Board of School Estimate; GCC FY14 budget approval





**GLOUCESTER
COUNTY COLLEGE**

Dual Advantage



Opportunity

The Gloucester County College (GCC) and Rowan University Liberal Studies Dual Advantage partnership makes the transition from associate degree to an advanced degree seamless with added benefits.

Advantage

GCC's new Dual Advantage Liberal Studies option with Rowan University offers enrollment at both institutions.

- Begins September 2012
- Enrolls students concurrently at GCC and in the Rowan University Liberal Studies program
- Rowan classes available on GCC campus September 2014
- Earn a Rowan bachelor's degree on the GCC campus with significant cost savings

Rowan University

- Selective, mid-sized public university offering both undergraduate and graduate degrees
- More than 11,390 students enrolled annually
- Two campus locations in New Jersey—Glassboro and Camden

Program Requirements

GCC students participating in the Rowan University Liberal Studies Dual Advantage program are required to:

- Make an appointment via the Career and Academic Planning (CAP) Center to meet with the onsite Rowan advisor to learn about the program
- Contact the Rowan advisor each semester prior to registration for course assistance
- Graduate from GCC with an associate degree

- Meet the academic requirements required for the liberal studies program, including maintaining a minimum 2.0 GPA
- Complete all four years of coursework at GCC

Benefits

- 25 percent tuition discount for Rowan students pursuing bachelor's degree in Liberal Studies on the GCC campus
- Access to Rowan University's facilities (student activity fee required)
- Option to change program major and attend classes at Rowan after earning associate degree (acceptance dependent upon prerequisite requirements)

Academics

Liberal Studies

Concentrations:

- Business
- English
- Law and Justice
- Public Relations in the Workplace

Contact Information

Academic Advisor at GCC—
rowan@gccnj.edu

Admissions—gccnj.edu/apply

Financial Aid—gccnj.edu, Select the "Student Services" tab, then "Financial Aid"

OR rowan.edu/financialaid

Information is accurate as of date of publication and is subject to change.



Tuition – At-a-Glance

Savings* Compare the GCC + Rowan Dual Advantage Program to 4-Year University Costs

Tuition & Fees	1st Year	2nd Year	3rd Year	4th Year	Total
GCC/GCC & Rowan**	\$3,456	\$3,456	\$10,215	\$10,215	\$27,342
Rowan University	\$12,018	\$12,018	\$12,018	\$12,018	\$48,072

GCC & Rowan Dual Advantage vs. Rowan 4-year tuition rate = **\$20,730 in savings**

*Tuition and fees are those published by College Data as of 9/27/11. Costs do not include room/board.

**GCC & Rowan cost includes 25 percent discounted Rowan tuition and fees.





GLOUCESTER COUNTY COLLEGE

1400 Tanyard Road Sewell, NJ 08080
856-468-5000 | gccnj.edu

The Rowan University Partnership

1. County Resident Conditional Acceptance
2. GCC (1+3) and (2+2) Transfer Options
3. GCC @Rowan
 - Rowan Boulevard
 - Business Studies
 - Liberal Arts Education
 - Continuing Education
4. Rowan @GCC
 - Liberal Studies
 - Business Administration
 - Education
 - Law and Justice
 - Nursing
5. Bachelor of Science in Nursing
 - RN to BSN
6. Support Services
 - Advisory partnership of support/student services:
 - Career and Academic Center
 - Student Assistance Center
 - Library and Media Center

Start Smart. . . Go Far



GCC

At-a-Glance



Fast Facts

- Exceptional value with the lowest tuition in the state of NJ
- Seamless transition from associate degree to bachelor's degree right on GCC's campus
- Comprehensive 13-sport athletic program for men and women
- Regionally accredited, comprehensive two-year college founded in 1968

Our Campus

- 250 acres located in the heart of Gloucester County, NJ, just off Route 55 in Deptford Township
- State-of-the-art educational facilities with smart classrooms and Wi-Fi
- Beautiful campus with convenient, free parking

Our Students

- More than 6,800 full- and part-time students; over 10,000 Continuing Education registrants
- #1 NJCAA Division III athletic program
- More than 25 student clubs and organizations

Our Faculty

- Experienced, qualified and knowledgeable instructors
- Low faculty-to-student teaching ratio

Academics

- More than 70 career and transfer programs
- Flexible day, evening, weekend and online schedules
- Tutoring services and testing center available for student success



Programs of Study

Division of Allied Health and Nursing

Diagnostic Medical Sonography⁺, Health Science, Nuclear Medicine Technology⁺, Nursing⁺, LPN – RN Track⁺, Respiratory Therapy Joint Degree⁺

Division of Business Studies

Accounting, Computer Accounting, Automotive Technology (Ford ASSET Program)⁺, Business Administration, Computer Graphic Arts: Interactive Media, Print; Computer Information Systems, Computer Information Technology, Marketing and Management, Real Estate, Website Development for E-Commerce

Division of Health, Physical Education and Recreation

Exercise Science; Health, Physical Education and Recreation

Division of Law and Justice

Arts and Sciences: Criminal Justice, Pre-Law; Law Enforcement, Paralegal

Division of Liberal Arts

Arts and Sciences: Art, Communications, Digital Photography, English, History, Music, Psychology, Social Work, Sociology, Spanish, Theatre and Drama; Education

Division of Science, Technology, Engineering and Mathematics (STEM)

Arts and Sciences: Mathematics, Physics; Biology; Biology: Bioscience Technologies; Chemistry; Chemistry: Pre-Pharm.D.; Computer Science, Engineering Technologies, Engineering Science, Equine Science, Marine Science, Technical Studies

Division of Continuing Education

Programs on personal and professional development, allied health and short-term training are examples of the diverse learning opportunities offered to area residents as continuing education courses, seminars and workshops. Training programs are provided to regional businesses through the CEC, on-site at an employer's location and or the GCC campus.

⁺ Indicates a selective admissions program. Visit gccnj.edu for specific admission criteria and additional information.

Admission to GCC

Three Easy Steps

1. Apply online at no cost at gccnj.edu/prospective
2. Submit official high school and/or college transcript(s)
3. Take the basic skills placement test or provide proof of exemption

gccnj.edu

856-415-2209

Financial Aid and Scholarships

Financial Aid

- Financial-aid packages are offered to students who demonstrate need based on the Free Application for Federal Student Aid (FAFSA)
- A variety of scholarships and need-based aid, including grants, loans and work-study opportunities are available

gccnj.edu/financialaid 856-415-2210

NJ STARS Scholarship

- The NJ STARS program provides the state's highest-achieving students with free tuition at their home county college

gccnj.edu/admissions/nj_stars.cfm
856-464-6248

GCC Foundation Scholarships

- More than \$100,000 in scholarships is offered annually to a wide variety of qualified students

gccnj.edu/scholarships 856-415-2105

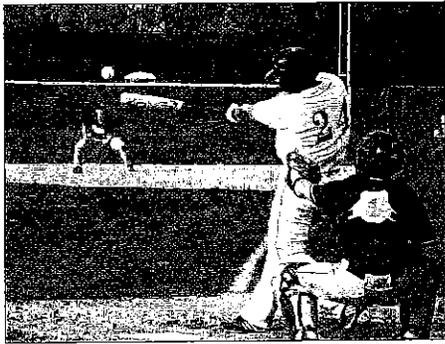
College Costs

Tuition

GCC offers one of the best values in New Jersey, consistently providing a quality education at an affordable price.

- \$ 90* per credit — In-county
- \$105* per credit — Out-of county
- \$210* per credit — Out-of state

* Additional fees apply



Athletics

#1 NJCAA Division III athletic program

Nickname:
Roadrunners

Colors:
Royal Blue and Gold

Affiliations:
National Junior College Athletic Association
(NJCAA) Division III, Region XIX

Conference:
Garden State Athletic Conference

Intercollegiate Sports

- | | |
|-----------------|-----------------|
| Men: | Women: |
| • Baseball | • Basketball |
| • Basketball | • Cross country |
| • Cross country | • Soccer |
| • Soccer | • Tennis |
| • Tennis | • Track & Field |
| • Track & Field | • Softball |
| • Wrestling | |

Roadrunner Fast Facts

- Recognized as the best overall two-year college athletic program in NJ (10 awards), winner of the prestigious CAANJ Cup
- Nearly 20 NJCAA National team Championships
- More than 275 All-Americans athletes
- More than 50 individual NJCAA National Champions
- More than 50 teams with top-three finishes in the nation

gccnj.edu/athletics 856-415-2207



**GLOUCESTER
COUNTY COLLEGE**

For more information or
to visit the campus:

- Office of Admissions
Gloucester County College
1400 Tanyard Rd., Sewell, NJ 08080
- 856-415-2209
 - admissions@gccnj.edu
 - gccnj.edu/prospective

Start Smart... Go Far

Gloucester County College operates under the direction of the Gloucester County College Board of Trustees and the Gloucester County Board of Chosen Freeholders

Campus Resources to Enhance Your Academic Experience

Career and Academic Planning (CAP) Center and University Office

Located on second floor of College Center

- Single point of service offering students assistance gaining the skills needed to launch a successful career or transfer to a four-year university
- **Dual Advantage** partnerships with four-year universities make transferring and earning a bachelor's degree a seamless transition with added benefits

gccnj.edu/cap 856-464-5228

Office of Veterans Affairs

- Veterans and dependents receive support and assistance securing benefits and transitioning from soldier to student

gccnj.edu/cap/veterans/aboutus.cfm
856-464-5239

Tutoring Center

- Students receive **free** learning assistance to help develop skills and strategies to become an independent, active learner and to achieve academic success
- Both group and individual tutoring sessions are available by walk in or appointments

gccnj.edu/tutoring 856-681-6250

Student Assistance Center

- Provides support to students who may be dealing with personal issues that affect their college success
- Free and confidential services provided by licensed behavioral staff

gccnj.edu/sac 856-415-5236

Special Needs Services

- Provides accommodations and support to individuals with documented disabilities and/or physical challenges to enhance student success

gccnj.edu/specialservices
856-415-2265

Student Life

At GCC, college is much more than just going to class!

- Join one of the 25 clubs
- Participate in Student Government Association (SGA) activities
- Become a Phi Theta Kappa (PTK) Honor Society member
- Volunteer with a civic group

gccnj.edu/studentlife 856-415-2236

Student Development

- Caring and experienced academic advisors guide students through course selections to assist in planning for their degree program

gccnj.edu/studentdevelopment
856-415-2197 option 1

Early Childhood Center

- Licensed child-care facility for preschool children ages 2½ to 5 years old

gccnj.edu/ecec 856-415-2235

Library

- Houses more than 56,100 books and 78 journals with access to online, full-text periodicals and specialized databases to meet academic research needs
- Monday–Thursday 8 am to 9 pm; Friday 8 am to 5 pm; Saturday 10 am to 4 pm

gccnj.edu/library 856-415-2252

Graduation Positioning Strategy (GPS)

- A new grant program designed to assist students with 30 college credits returning to complete an associate degree
- Develop a customized plan to earn a GCC degree with help from an Education Navigator

gccnj.edu/GPS 856-415-2102





SUPERINTENDENT/DISTRICT PROGRAMS AND BUDGET SUMMARY

2013-2014

ACADEMY PROGRAMS	CAREER-TECHNICAL PROGRAMS	VOCATIONAL SHARED-TIME	SPECIAL NEEDS PROGRAM	•NONTRADITIONAL/ •ENTERPRISE
<ul style="list-style-type: none"> • Allied Health and Medical Science • Finance and Business Management • IT and Digital Communication • Engineering 	<ul style="list-style-type: none"> • Construction Technology • Cosmetology • Culinary Arts • Performing Arts-Dance • Performing Arts-Drama • Transportation Technology 	<ul style="list-style-type: none"> • Fire Science • Law Enforcement 	<ul style="list-style-type: none"> • Senior Transition to Employment Program 	<ul style="list-style-type: none"> • Youth One-Stop GED Program • Adult High School • Apprenticeship Program • Adult Career Technical Program • Automotive • Cosmetology • Aquatics and Fitness • Food Service • Channel 5 • Summer School

PROJECTED ENROLLMENT

► Incoming Freshman Class - 360 (Applications for the Incoming Freshman Class - 900) --- Total School Enrollment for 2013-2014 - 1,350

PARTNERSHIPS

<ul style="list-style-type: none"> • American Welding Society • Atlantic Cape Community College • Automotive Service Excellence (ASE) • Booth Radiology • Cardinal Retirement Village • Carpenters Union • Drexel U. • Fairleigh Dickinson U. • Ford ASSET Program 	<ul style="list-style-type: none"> • Ford Motor Company • Garden AHEC, South Jersey Healthcare • Gloucester County College • Harlem Dance Company • IBEW • Insulators and Asbestos Workers Union Local 14 • Brotherhood of Electrical Workers (IBEW) 	<ul style="list-style-type: none"> • Ironworkers Local Union 399 • Ironworkers Union 399 • J.A. Cunningham • Johnson & Wales U. • Juilliard • Kennedy Health Systems • LaSalle U. • National Academy Foundation • National Automotive Technician Education Foundation (NATEF) 	<ul style="list-style-type: none"> • Nova Care • Peirce College • Plumbers & Pipefitters Local 322 • Refrigeration, Plumbers & Pipefitters & Steamfitters: Local 322 • Rowan U. • Seton Hall U. • Sheet Metal Workers: Local 19 	<ul style="list-style-type: none"> • Underwood Hospital • University of Medicine & Dentistry of New Jersey (UMDNJ) • Virtua Hospital • Weld-Done • West Chester U. • Widener U. • Workforce Investment Board
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ARTICULATIONS AGREEMENTS

Program	Institution	College Credits	Program	Institution	College Credits
Culinary-	-Johnson & Wales U.	9	Law Enforcement-	-Gloucester County College	6
Baking & Pastry Arts-	-Atlantic Cape Community College	5	Automotive Technology I & II-	-Gloucester County College	7
Academy of Finance & Business-	-Johnson & Wales U.	9	Information Technology & Digital Comm-	-ITT Technical Institute	9
Academy of Allied & Medical Science-	-Drexel U.'s LeBow College of Business	27	Automotive Technology-	-Gloucester County College	61
Fire Science-	-Peirce College	36	Engineering-	-Gloucester County College	36
Performing Arts-Dance-	-UMDNJ	15	-Rowan U.	-Rowan U.	Pending
	-Camden County College	8	-Widener U.	-Widener U.	Pending
	-Rowan University	12	-Drexel U.	-Drexel U.	Pending

SUPERINTENDENT/DISTRICT PROGRAMS AND BUDGET SUMMARY

2013-2014

SPECIAL EDUCATION	ALTERNATIVE EDUCATION	NONPUBLIC PROGRAMS	SPECIAL PROJECTS	NONTRADITIONAL/ENTERPRISE
<ul style="list-style-type: none"> Bankbridge Development Center Bankbridge Elementary Bankbridge Regional High School Bankbridge Career Center (GCIT) Bankbridge Dev. Center Annex at GCIT Integrated Preschool Program at GCC Preschool Program at GCIT Extended School Year Program 	<ul style="list-style-type: none"> Alternative High School at Bankbridge Regional High School (Full and Part-Time) 	<ul style="list-style-type: none"> Chapter 192 Chapter 193 Chapter 226 Auxiliary Services IDEA Services 	<ul style="list-style-type: none"> Migrant Education McKinney-Vento Homeless Education Services Together Shelter 	<ul style="list-style-type: none"> Center for Regional Educational Support Services (CRESS) Education Foundation School Based Youth Services Computer Center/EMC Cooperative Transportation Adult Center for Transition Therapeutic Recreation
<p>▶ Special Education – 710</p> <p style="text-align: center;">---</p> <p style="text-align: center;"><u>PROJECTED ENROLLMENT</u></p> <p style="text-align: right;">▶ Alternative Education - 30</p>				
<p style="text-align: center;"><u>AFFILIATIONS</u></p>				
<ul style="list-style-type: none"> A.S.H.A. Autism Society of America 	<ul style="list-style-type: none"> Autism Speaks C.O.S.A.C. Gloucester County College 	<ul style="list-style-type: none"> Dentistry for the Handicapped Family Support Groups Jefferson U. 	<ul style="list-style-type: none"> LaSalle U. Richard Stockton College of NJ Ronald McDonald House 	<ul style="list-style-type: none"> Rowan U. Special Ed. Dept. Temple U. West Chester U.
<p style="text-align: center;"><u>SPECIAL EDUCATION RESOURCES</u></p>				
<ul style="list-style-type: none"> Applied Behavioral Analysis Departmentalized Academic Program Based on the NJCCS Employability Skills Fast ForWord Reading Program Goals for Youth Program Character Education 	<ul style="list-style-type: none"> Life-long Learning Programs Linkages to Adult Service Providers Musical Plays and Presentations for the School or Community Occupational Training Skills County-wide Professional Development 	<ul style="list-style-type: none"> Peer Mediation, Social Skills Training & Character Education Schools-to-Careers Component Social Activities-Community Outings Social Skills Programs Respite Care 	<ul style="list-style-type: none"> Specialized Equipment to Support Student Success and Safety Special Olympics Bowling, Basketball, Soccer, Miracle League Baseball Supported Employment Teen Parenting Support Groups 	<ul style="list-style-type: none"> Transition Services-Community Based Instruction Vocational Education-Auto, Building Trades, Computers, Horticulture, & Retail Independent Living Video Production

GCSSSD BUDGET SUMMARY

OPERATIONAL COSTS

Workers Compensation +7%
 Health Ins. +18%
 Prescription Ins. +18%
 Dental Ins. +18%
 Utilities +0%
 Pension +.5%

• Labor Agreement – 2.4%

• Increase Rates:
 \$32,940 - BD + 1.95%
 \$34,380 - PS + 1.87%
 \$34,560 - MD + 1.86%
 \$3,000 - Out of County Surcharge –
 add to tuition rates above - No
 change

• Funding TBD

• Funding levels unknown

• <2% Increase in fee structure
 depending on program

• Total General Current Expense Programs - \$29,724,385
 • Total Special Revenue Programs - \$2,173,668
 • Total Enterprise Programs - \$25,383,709

State Funding - Tuition Allocation – No State Aid for Current Expense
 County Funding - Nonpublic Allocations – TBD
 Reserve Funding - \$563,078
 - TBD

GRAND TOTAL - 2013-2014 PROPOSED GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT BUDGET – \$57,281,762

Lowest Administrative Cost of all 8 Special Services School Districts.



8:00am Saturday, March 9, 2013

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

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

Budget Overview – Operation

- Administrator Bruner and Treasurer Schwarz gave an overview highlighting the following:
 - Tax revenues
 - Overtime, salary and wages
 - Pension and benefits
 - Other insurance trends
 - Health Insurance
 - Operating expense trends
 - Total salary and wage trends
 - Total salary and wage adjustments
 - Other potential service cuts
 - At a glance
 - Regionalized Correctional Facility

Discussion of Proposed 2013 Gloucester County Budget

47386A

Resolution Authorizing a Closed Meeting of the Board of Chosen Freeholders of the County of Gloucester Pursuant to NJSA 10:4-12(b)(8). This resolution is for the Board to go into closed session to discuss the 2013 salaries/compensation for specific non-union county employees.

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

Comments: N/A

- The March 13, 2013 Freeholder Meeting will be moved to 6pm to discuss the shared services program.

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:

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 11:30 am

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

Comments: N/A

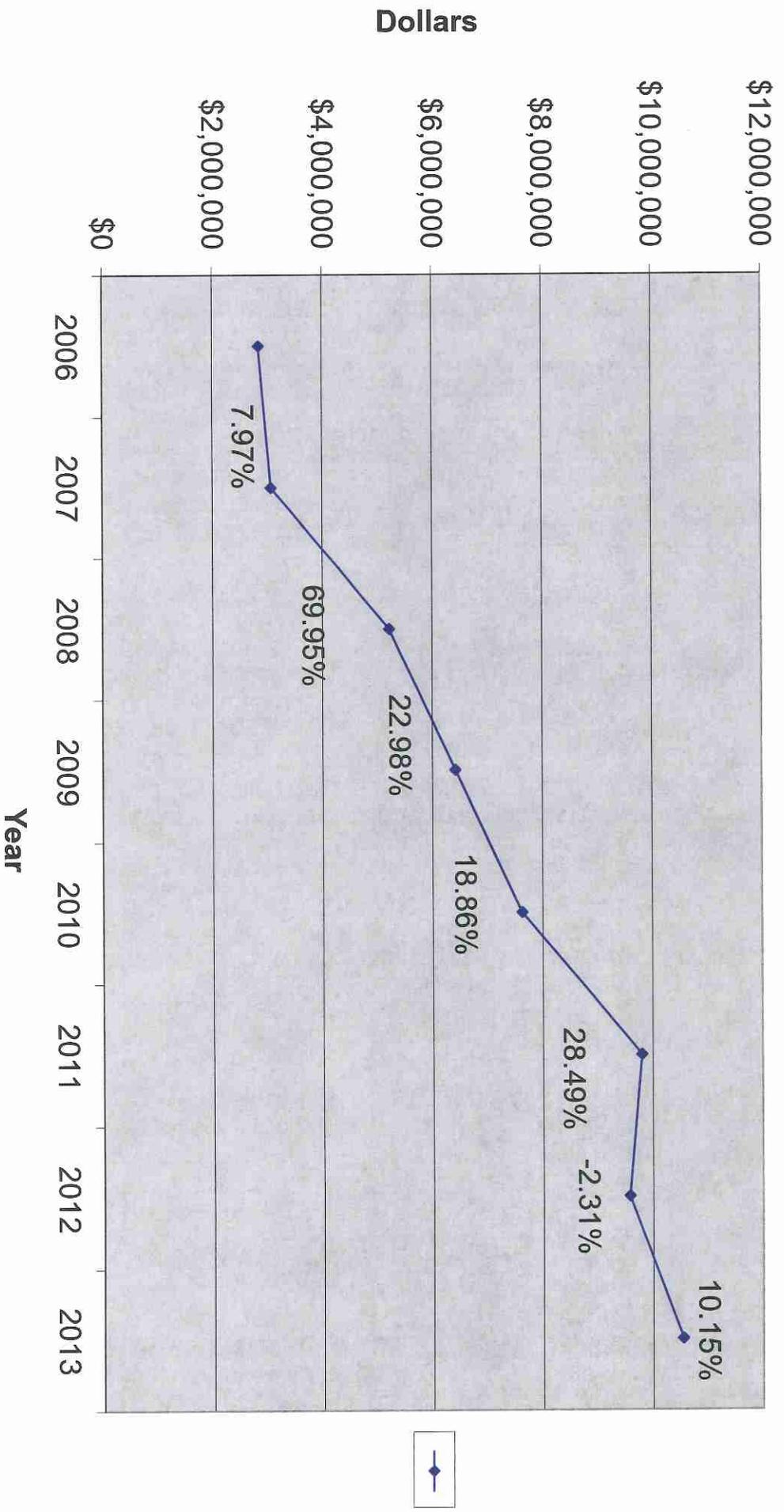


ROBERT N. DILELLA, CLERK

Pension Trends & Cost

2006	2007	2008	2009	2010	2011	2012	2013
\$2,843,859	\$3,070,540	\$5,218,387	\$6,417,445	\$7,627,577	\$9,800,935	\$9,574,074	\$10,546,198
	7.97%	69.95%	22.98%	18.86%	28.49%	-2.31%	10.15%

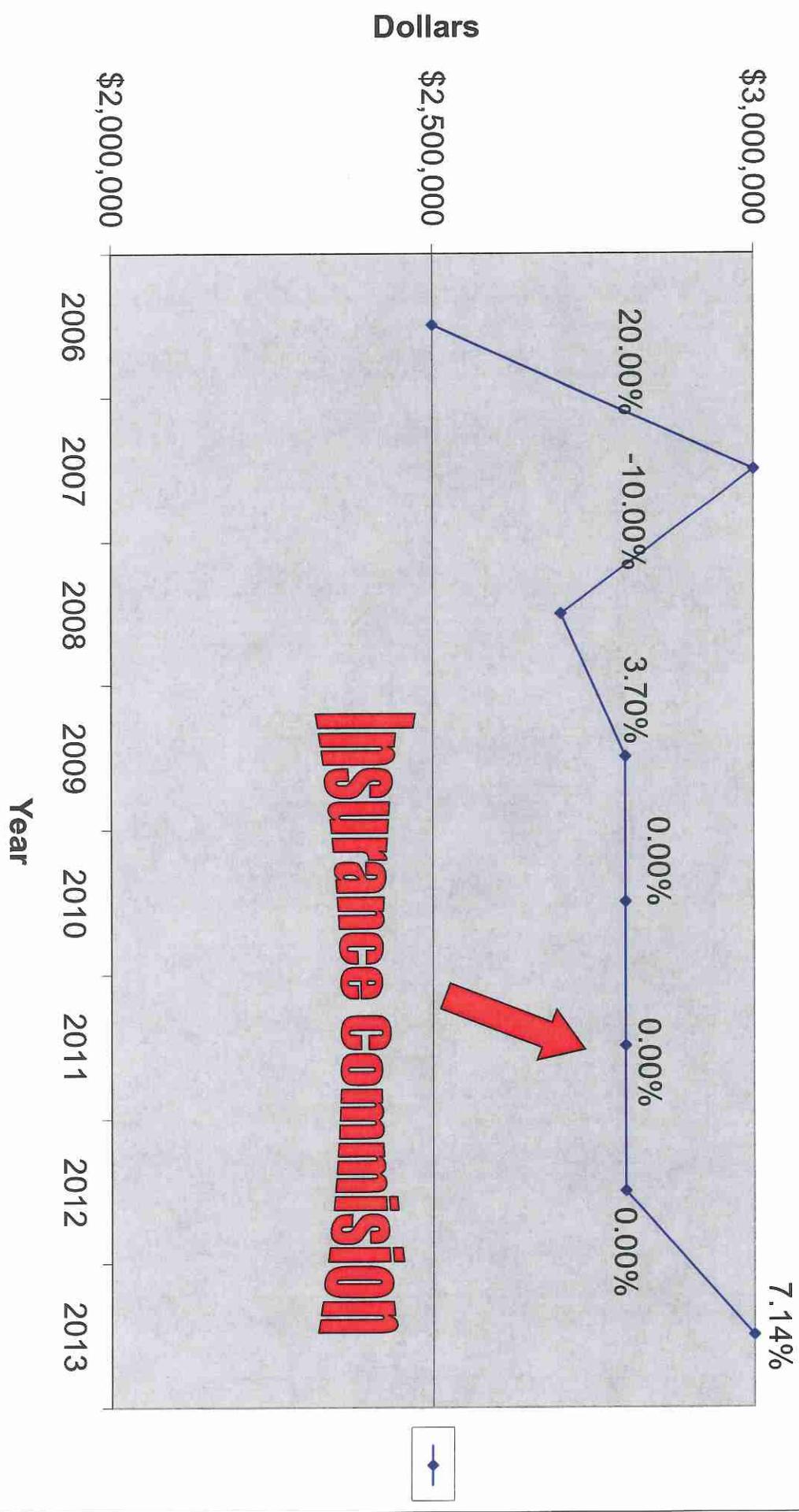
Pension Trends & Costs



Other Insurance Trends

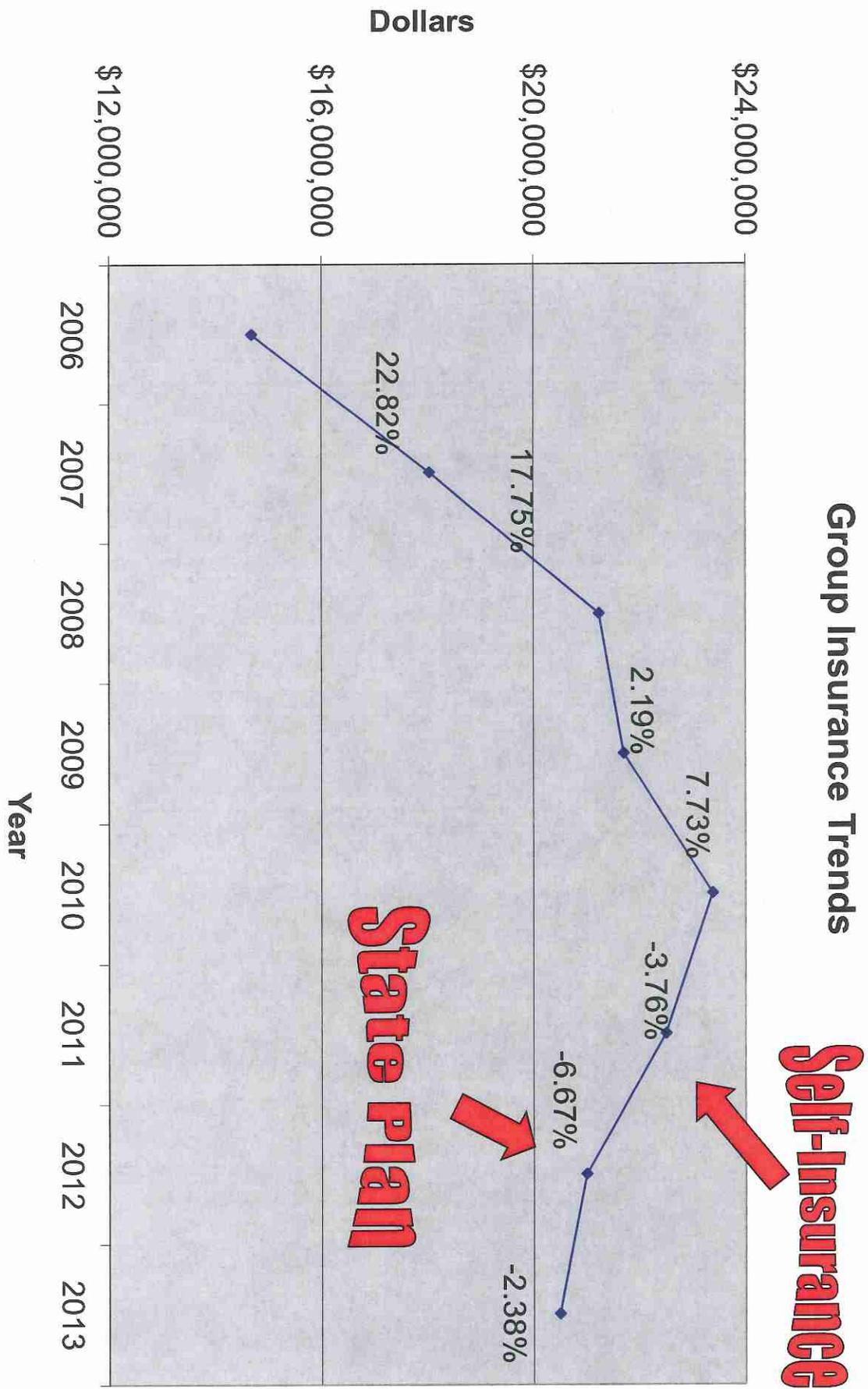
Year	2006	2007	2008	2009	2010	2011	2012	2013
Value	\$2,500,000	\$3,000,000	\$2,700,000	\$2,800,000	\$2,800,000	\$2,800,000	\$2,800,000	\$3,000,000
% Change		20.00%	-10.00%	3.70%	0.00%	0.00%	0.00%	7.14%

Other Insurance Trends



Group Insurance Trends

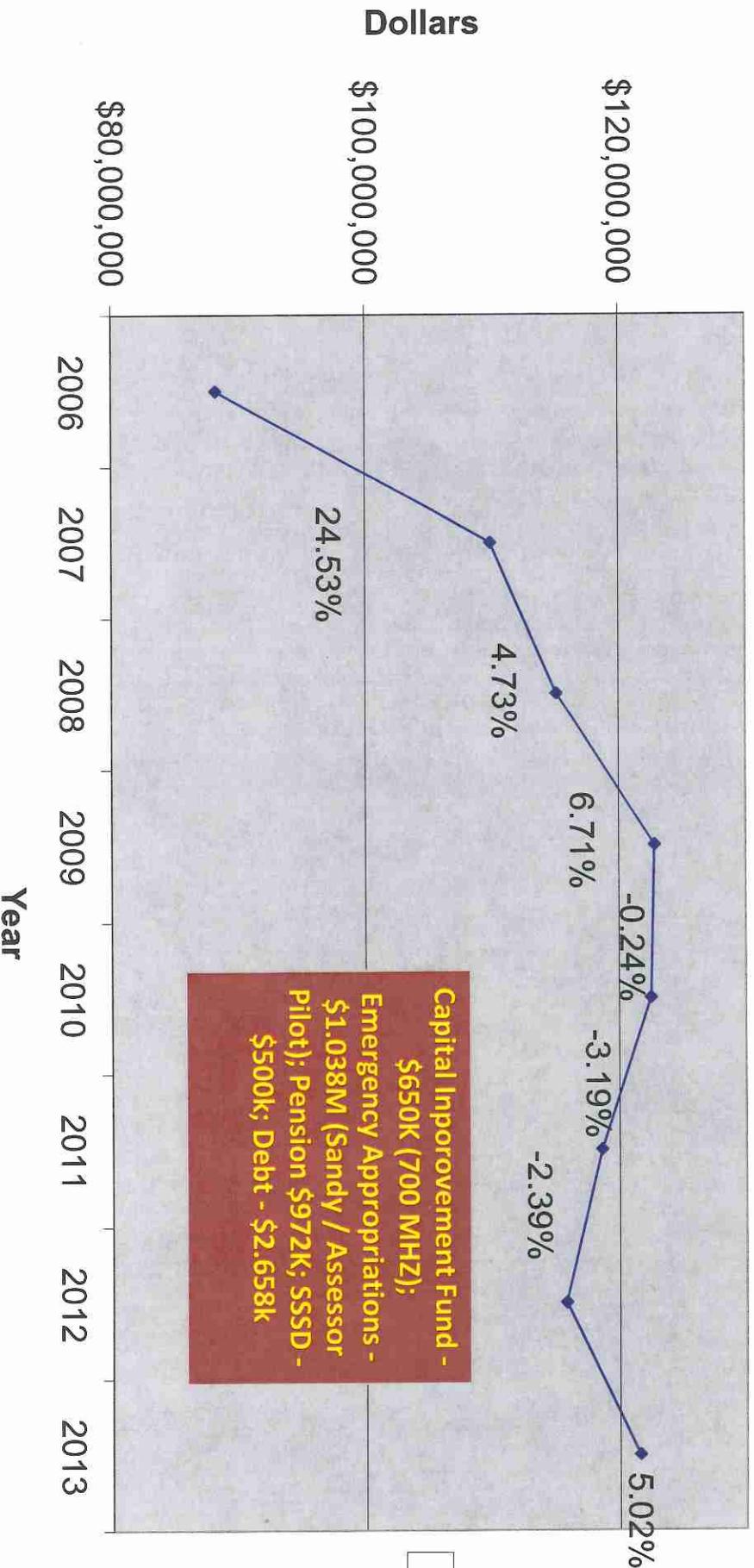
2006	2007	2008	2009	2010	2011	2012	2013
\$14,684,047	\$18,035,000	\$21,236,539	\$21,701,000	\$23,379,500	\$22,500,000	\$21,000,000	\$20,500,000
	22.82%	17.75%	2.19%	7.73%	-3.76%	-6.67%	-2.38%



Total Operating Expense Trends

Year	2006	2007	2008	2009	2010	2011	2012	2013
Amount	\$88,246,000	\$109,892,000	\$115,088,000	\$122,807,000	\$122,516,000	\$118,612,000	\$115,782,000	\$121,593,000
Percentages		24.53%	4.73%	6.71%	-0.24%	-3.19%	-2.39%	5.02%

Total Operating Expense Trends

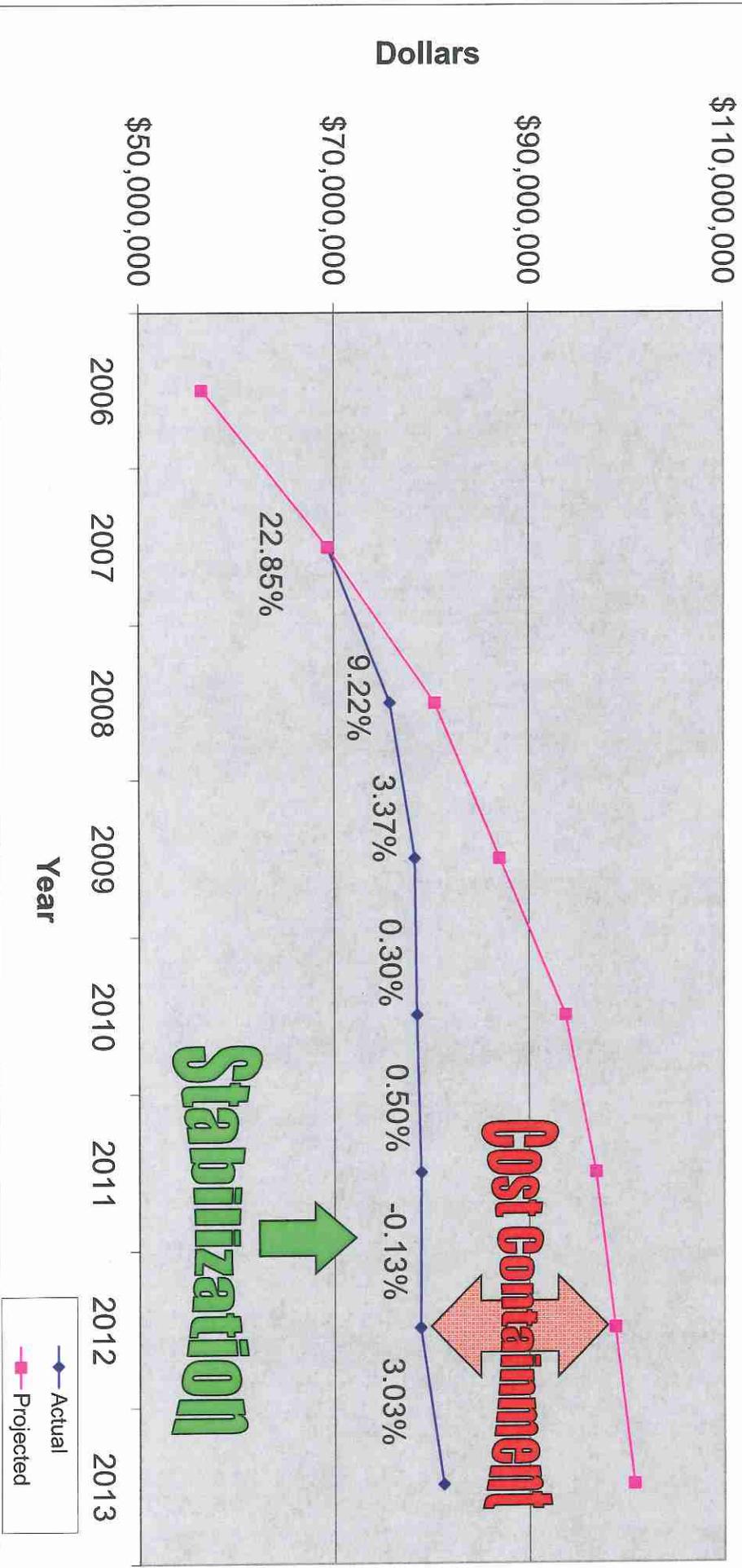


NOTE: 2007 Social Services joined County Budget, 2008 EMS started & Group Insurance Increased
 2009 More EMS & Pension / Group Insurance Increased, 2010, 2011 & 2012 Assessing plus Pension increased
 in 2010 & 2011 & 2013, Group Insurance Stabilized and Decreased

Total Salary & Wage Trends

	2006	2007	2008	2009	2010	2011	2012	2013
Actual	\$56,443,000	\$69,343,000	\$75,736,000	\$78,285,000	\$78,516,000	\$78,911,000	\$78,811,000	\$81,200,000
Projected	\$56,443,000	\$69,343,000	\$80,349,685	\$87,005,712	\$93,774,361	\$96,870,116	\$98,807,518	\$100,783,668
Percentages		22.85%	9.22%	3.37%	0.30%	0.50%	-0.13%	3.03%

Total Salary & Wage Trends

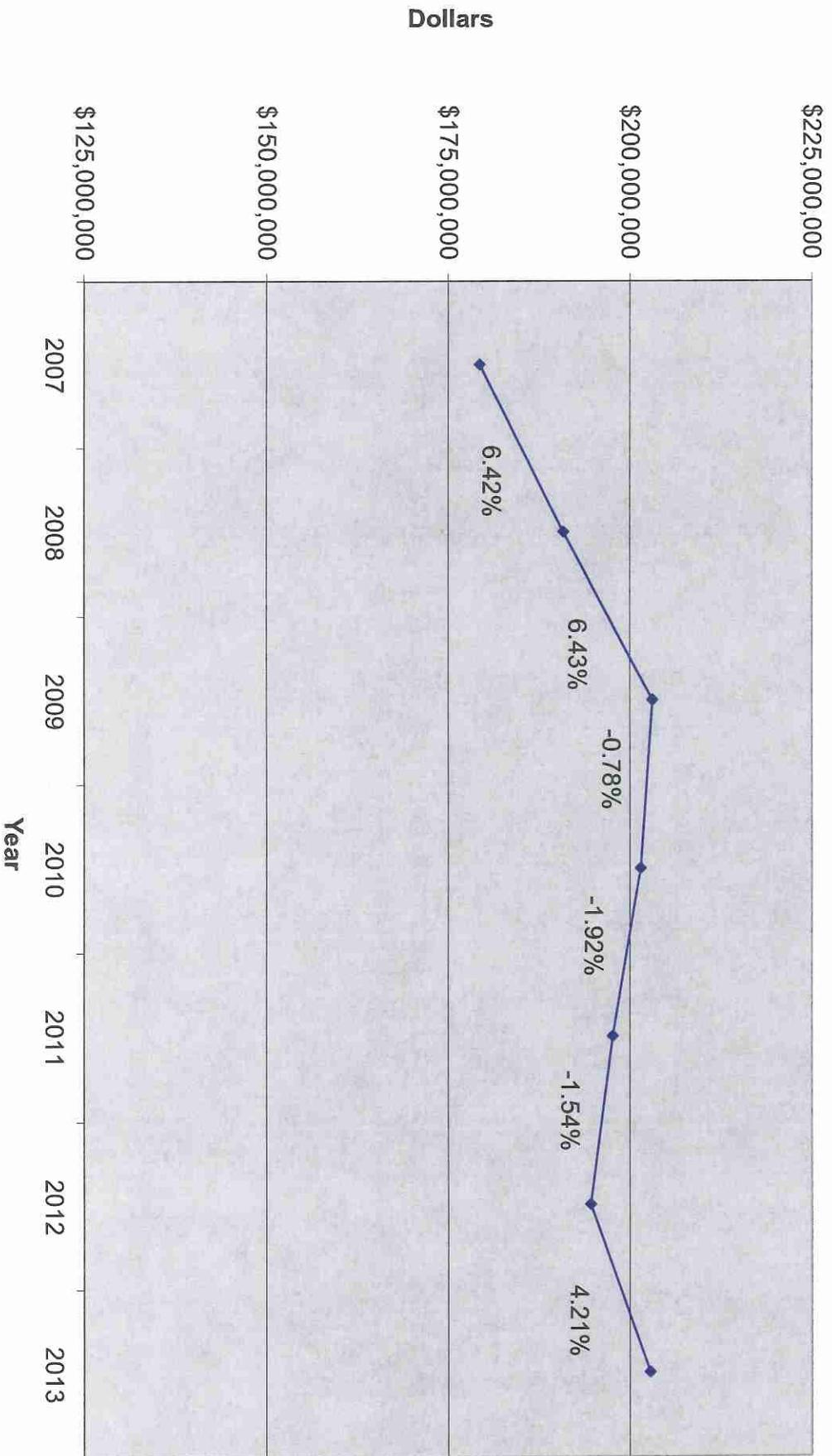


NOTE: 2007 Social Services joined County Budget, 2008 EMS started, 2009 More EMS, 2010, 2011 & 2012 Tax
Assessing which would increase overall salary and wages; however by attritioning 222 positions and shared service
initiatives contained these costs from growing at an average rate of 4.5% in '08 & '09; 4% in '10; and 2.5% in '11 & '12.

Total Salary & Wage, Other Expenses

Year	2007	2008	2009	2010	2011	2012	2013
Amount	\$179,305,000	\$190,824,000	\$203,092,000	\$201,505,000	\$197,630,000	\$194,593,000	\$202,793,000
Percentages		6.42%	6.43%	-0.78%	-1.92%	-1.54%	4.21%

Total Salary & Wage, Other Expenses & Appeals



Why Can't we just arbitrarily cut 5-10% in all areas?

1. You cannot cut that from Pension obligation given to us by State - \$10.5M
2. You cannot arbitrarily cut utilities - \$3.6M
3. You cannot cut health benefits \$20.5M
4. You cannot cut down payment of capital program - \$.9M
5. You cannot just cut salary and wage unless we layoff or eliminate of programs - \$81.2M
6. You cannot cut other insurance & Work Comp- \$4.7M
7. You cannot cut mandated State Patiences in psychiatric institutions - \$1.2M
8. You cannot cut debt service obligations - \$33M
9. You cannot cut emergency appropriations - \$2.2M
10. Education contribution of \$17.1M (GCC & GCIT/SSSD)
11. Social Services O.E. - \$8.5M
11. You cannot cut Social Security - \$5.8M

TOTAL UNCONTROLLABLE COSTS

\$189,200,000

Potential Cuts

Human Services / Transportation Services

Eliminate Outside Organization Funding	\$505,000
Cerebral Palsy, Family Daycare, Abilities Center, ARC, Mental Health Outpost, Family Support Center, Juveniles in Crisis, Youth Shelters, Case Management	
Eliminate Dialysis Transports, Vocational Runs, Vets	\$700,000
	<hr/>
	\$1,205,000

Health & Senior Services

Meals on Wheels & Close Nutrition Sites	\$240,000
Eliminate Home Health Aide Differential	\$10,000
Senior Picnic	\$10,000
Sr Health & Fitness Day	\$4,000
Christmas Parties	\$10,000
	<hr/>
	\$274,000

Potential Cuts - Continued

Prosecutor's Office

Eliminate Victims of Crime Program

\$500,000

Eliminate Domestic Violence Program

\$185,000

\$775,000

Public Works

Eliminate Graffiti Program

\$2,500

Eliminate Ground Water Testing

\$14,000

Eliminate New Vehicles

\$305,000

Eliminate consultant for streams

\$16,500

Suspend Overlay Program

\$110,000

\$448,000

Potential Cuts - Continued

Rutgers / 4H

Eliminate 4 H programs	\$220,000
Eliminate Family Development Programs	\$155,000
Eliminate 4 H fairground Participation	\$10,000
	<hr/>
	\$385,000

Disability Services

Eliminate Municipal Alliance Program	\$36,000
--------------------------------------	----------

Potential Cuts - Continued

Parks & Recreation

18th Century Field Day	\$20,000
Family Entertainment Series	\$6,600
Summer Theatre Program	\$22,000
Movies in the Park	\$18,500
Waterfest	\$9,800
Concert Series	\$15,000
	<hr/>
	\$91,900

Veterans Services

Medal Program	\$2,000
Wall of Heroes	\$2,000
	<hr/>
	\$4,000

Potential Cuts - Continued

County Clerk

Close the County Store

\$250,000

Emergency Response

Eliminate contribution to Canteen Donation

\$1,000

Adminstrator's Budget

Shredding Event

\$2,500

Comission For Women

Health Summit

\$1,900

TOTAL

\$3,384,300

Layoffs/Moves

Eliminate Park Rangers	\$400,000
Eliminate Sr. Naturalist	\$70,000
Eliminate Road Inspectors	\$450,000
Move Trades under GCIA	\$411,000
Transfer Planning Division to Econ Dev / GCIA	\$480,000
Eliminate Medicare Part B Reimbursement	\$470,000
Eliminate Spokesperson	\$90,000
Eliminate Consumer Protection Division	\$180,000
Eliminate Narcotics Education	\$80,000

\$2,631,000

Additional Layoffs coordinating with Program Cuts

Eliminate 9 - Park Rangers \$400,000
Eliminate 1 - Sr. Naturalist \$70,000
Eliminate 5 - Road Inspectors \$450,000

\$920,000

County Store - 5 positions, Serva-Tray Meals - 15 positions,
4 H - 3 positions, STS - 24 positions, Prosecutor, Victims Programs - 13 positions

\$4,304,300

Total of Programs and Personnel

75

Total Positions Full & Part-Time

Analysis of the Counties Correctional Facilities

COUNTY	Male Capacity	Current Avg. Utilization	Could Transfer from Gloucester
SALEM	480	180-250	75-150
CUMBERLAND	650	425	150-200
OTHER			50-100

*300 with longterm beds within 6 months to 1 year

*Short-term assignment and emergency back-up

Important Financial Considerations

- 1). Estimated cost of Male Jail is over \$28,000,000
- 2). Estimated charge to House - \$85 to \$100 per day
- 3). Transportation Unit (M - F: 4A - 12P or 5A - 1P, 11P - 7P or 12P - 8P)
- 4). Most Clerical and/or Social Workers absorbed in county openings
- 5). Nurses could transfer to Shady Lane or Health openings
- 6). Cooks could transfer to Shady Lane and/or some may be laid off

Financial Analysis

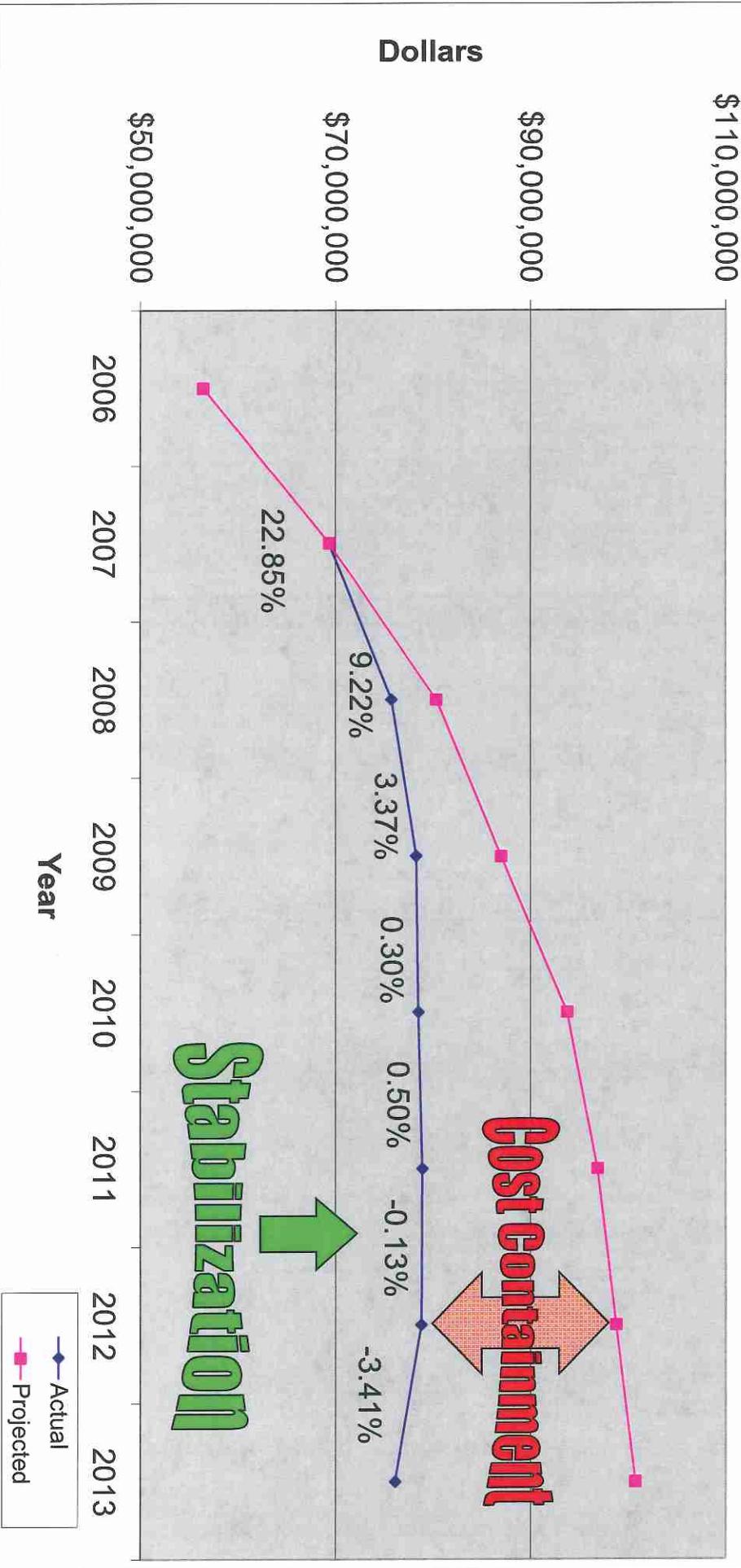
Estimated Savings (utilizing Cumberland / Salem)

If we closed male completely, we would ultimately save				
less: Operating Expenses required (include female and Juvenile payments)	\$28,040,006	After year 1	After year 2	After year 3
less: Indirect, including Unemployment	-\$8,079,102	-\$10,863,050	-\$11,082,050	-\$11,388,650
less: Capital	-\$2,254,486	-\$1,749,684	-\$605,892	-\$605,892
less: Fringe Benefits	-\$137,200	-\$87,200	-\$87,200	-\$87,200
less: Estimated Staffing of 28 C.O.'s, 3 Sgt., 1 Dept Head, 1 Deputy (until Retirement), 2 clerical, 1 Juv Supervisor, 1 HED Supervisor	-\$6,115,593	-\$3,557,016	-\$3,580,796	-\$2,058,468
	-\$7,875,224	-\$3,158,077	-\$3,221,239	-\$3,285,663
NET SAVINGS	\$3,578,401	\$8,624,979	\$9,462,829	\$10,614,133

Total Salary & Wage Trends

	2006	2007	2008	2009	2010	2011	2012	2013
Actual	\$56,443,000	\$69,343,000	\$75,736,000	\$78,285,000	\$78,516,000	\$78,911,000	\$78,811,000	\$76,126,000
Projected	\$56,443,000	\$69,343,000	\$80,349,685	\$87,005,712	\$93,774,361	\$96,870,116	\$98,807,518	\$100,783,668
Percentages		22.85%	9.22%	3.37%	0.30%	0.50%	-0.13%	-3.41%

Total Salary & Wage Trends

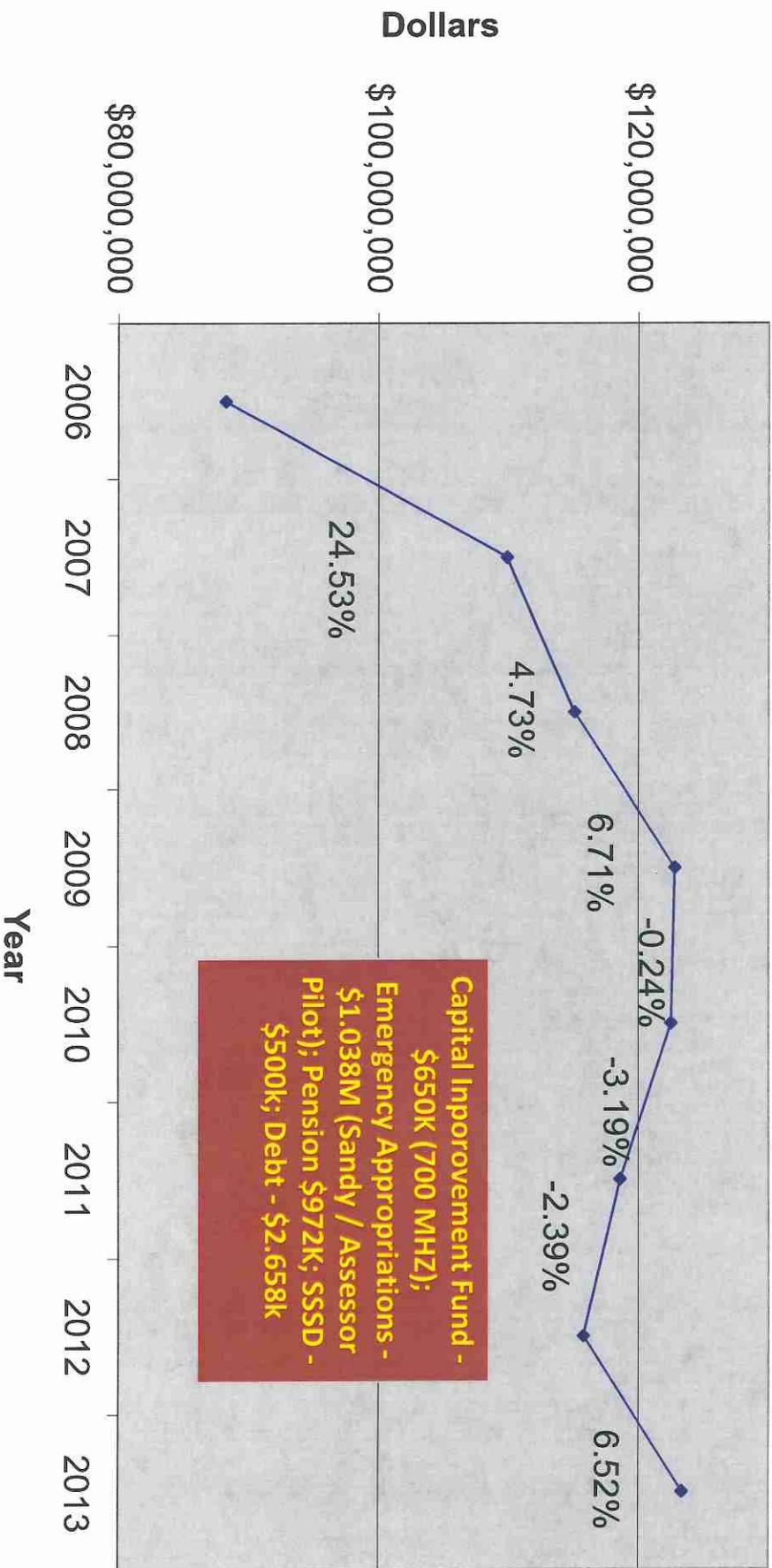


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 Assessing which would increase overall salary and wages; however by attritioning 222 positions and shared service initiatives contained these costs from growing at an average rate of 4.5% in '08 & '09; 4% in '10; and 2.5% in '11 & '12.

Total Operating Expense Trends

Year	2006	2007	2008	2009	2010	2011	2012	2013
Expenses	\$88,246,000	\$109,892,000	\$115,088,000	\$122,807,000	\$122,516,000	\$118,612,000	\$115,782,000	\$123,336,000
Percentages		24.53%	4.73%	6.71%	-0.24%	-3.19%	-2.39%	6.52%

Total Operating Expense Trends

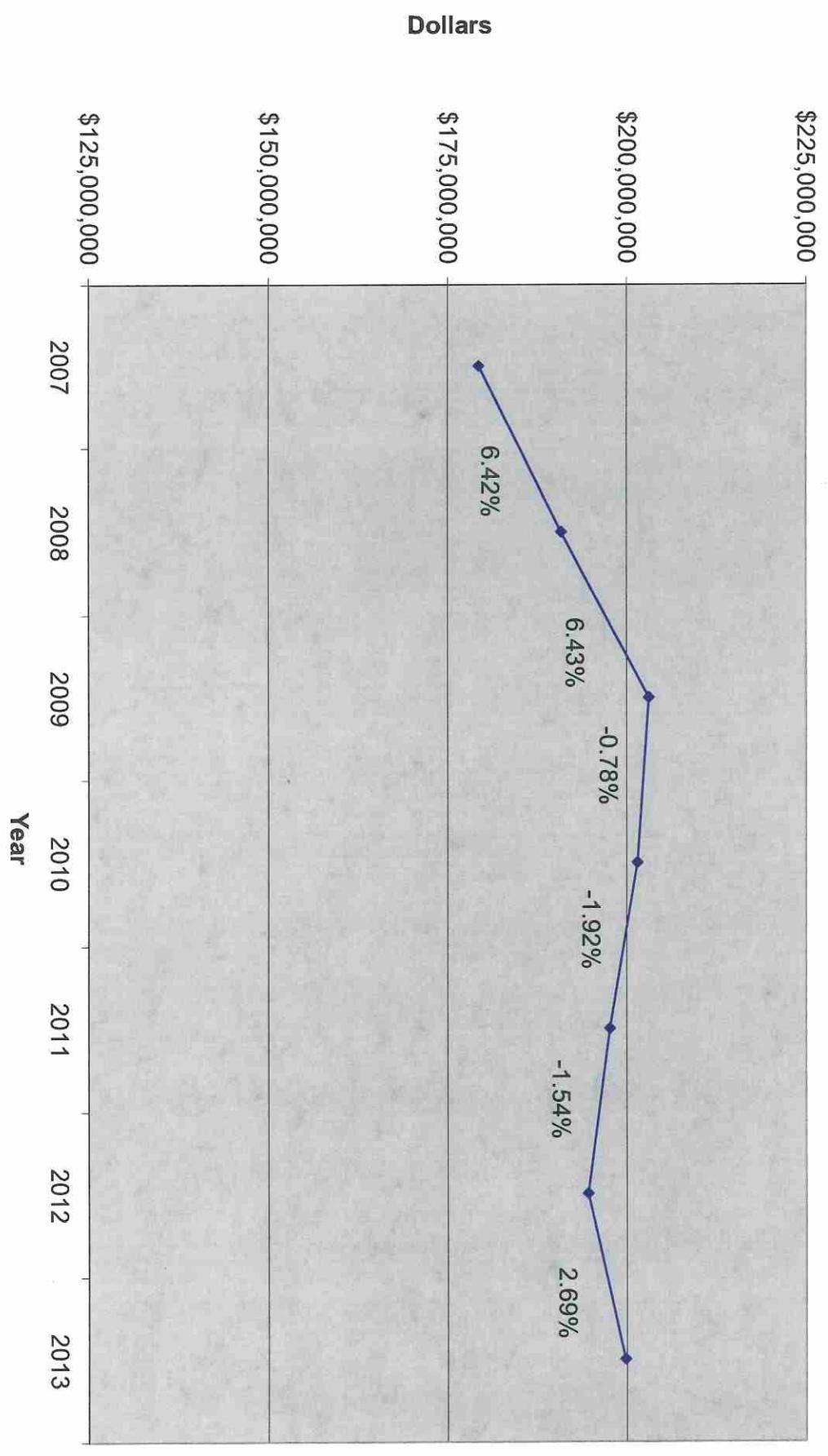


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2009 More EMS & Pension / Group Insurance Increased, 2010, 2011 & 2012 Assessing plus Pension increased
in 2010 & 2011 & 2013, Group Insurance Stabilized and Decreased

Total Salary & Wage, Other Expenses

Year	2007	2008	2009	2010	2011	2012	2013
Total Salary & Wage, Other Expenses	\$179,305,000	\$190,824,000	\$203,092,000	\$201,505,000	\$197,630,000	\$194,593,000	\$199,819,000
Percentages		6.42%	6.43%	-0.78%	-1.92%	-1.54%	2.69%

Total Salary & Wage, Other Expenses & Appeals



AT A GLANCE

Currently, under the 2% Budget CAP

Currently, under the 2009 Tax Revenues by \$6,200,000

Currently, under the 2009 Spending Levels by \$3,200,000

What caused the difference:

Hurricane Sandy / Emergency Appropriation	\$1,038,000
700 MHZ Required Safety Improvements	\$800,000
State Mental Health Patients - STATE ASSESSMENT	\$107,000
	<hr/>
	\$1,945,000

**IN HONOR AND RECOGNITION OF
VIETNAM VETERANS REMEMBRANCE WEEK
MAY 7, 2013**

WHEREAS, the week of May 7, 2013 has been designated “**Vietnam Veterans Remembrance Week**” to honor the sacrifices of those who served in the Vietnam War which lasted from **December 31, 1960 to May 7, 1975**; and

WHEREAS, over **280,000 residents of New Jersey saw duty** during the Vietnam War and of the **280,000 New Jersey residents, 1512 brave patriots were killed in action** and **43 heroes** are still listed as **missing in action**; and

WHEREAS, of those **New Jersey residents** who made the **ultimate sacrifice** for their country **44** were **Native Sons of Gloucester County**; and

WHEREAS, **May 7, 2013** is the anniversary of the day that the Vietnam War officially ended, it is fitting that this week be set aside as a time to honor those Veterans who served in Vietnam with valor and to remember the heroic men and women from New Jersey who lost their lives in the service of their country; and

WHEREAS, the Board of Chosen Freeholders wishes to recognize and thank the members of the South Jersey Vietnam Veterans Association and all Veterans Organizations for their continued commitment and service to their fellow Veterans; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of MIA’s who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 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 recognize the week of May 7, 2013 as “Vietnam Veterans Remembrance Week” in Gloucester County.**

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 8th day of May, 2013.

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

HONORING
St. Margaret's JVA Boys 6th Grade Basketball Team
During the 2012-2013 Season

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the St. Margaret's JVA Boys 6th Grade Basketball Team for its outstanding efforts in the sport of Basketball during the 2012-2013 season; and

WHEREAS, the St. Margaret's JVA Boys 6th Grade Basketball Team is an entirely home grown team from Gloucester County; and

WHEREAS, the St. Margaret's JVA Boys 6th Grade Basketball Team had a 12-0 perfect League record and an overall 34-10 record; and

WHEREAS, the St. Margaret's JVA Boys 6th Grade Basketball Team were the St. Raphael Christmas Tournament Champions, the Sacred Heart High School of Vineland Tournament Champions, and the 2013 Gloucester County Catholic Athletic League JV Champions; and

WHEREAS, the members of the St. Margaret's JVA Boys 6th Grade Basketball Team are Ricky Addario, Matt Bozer, John Breen, Cole Bruner, Andrew Delaney, Michael DeLong, Patrick Falkenstein, Jake Lynch, Cole McIntyre, Neil McIntyre, Conor Regan, Harry Underwood and Henry Westermann; and

WHEREAS, under the capable guidance of the coaching staff of Head Coach Darryl Sutcliffe and Assistant Coach Ed Reagan these exceptional athletes have demonstrated the finest qualities of true champions and sportsmanship; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe "Joe" Chila, Adam Taliaferro, Vincent H. Nestore, Jr., Lyman Barnes, Heather Simmons, and Larry Wallace, do hereby honor and congratulate the **St. Margaret's JVA Boys 6th Grade Basketball Team** for its outstanding performance during the 2012/2013 season and commend the team's athletes and coaches for their exceptional efforts and competitive spirits as evidenced by their accomplishments.

IN WITNESS WHERE OF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 8th day of May, 2013.

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

**PROCLAMATION HONORING THE STUDENTS OF
MONONGAHELA MIDDLE SCHOOL PARTICIPATING IN
THE 2013 JOB SHADOW PROGRAM**

WHEREAS, the Monongahela Middle School coordinates Groundhog Job Shadow Day for its eighth grade students each year; and

WHEREAS, this year's Job Shadow day is February 7, 2013; and

WHEREAS, Job Shadowing is an opportunity for students to be exposed to various career options, including options that they otherwise might not have the chance to explore; and

WHEREAS, the students that participate are chosen based on their academic excellence; and

WHEREAS, these students will acquire an up close look at the world of work by spending a day with mentors; and

WHEREAS, the students will learn the value of schooling for their future in the work force; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 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 recognize and commend the students of Monongahela Middle School for your academic excellence, thinking about your future, and exploring your career options.

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 8th day of May, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder Liaison

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**PROCLAIMING
MAY 6th – 12th
NATIONAL NURSES WEEK**

*WHEREAS, the nearly 3.1 million **Public Health Nurses** in the United States comprise our nation's largest health care profession; and*

*WHEREAS, the depth and breadth of the **Public Health Nurse** profession meets the different and emerging health care needs of the American population in a wide range of settings; and*

*WHEREAS, the American Nurses Association, as the voice for **Public Health Nurses** of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care; and*

*WHEREAS, **Public Health Nurses** integrate community involvement, social skills, and personal knowledge about entire populations along with a clinical understanding of the health and illnesses experienced by individuals and families; and*

*WHEREAS, **Public Health Nurses** provide health education, case management and preventive care to individuals and families who are members of vulnerable populations and high risk groups; and*

*WHEREAS, **Public Health Nurses** should be acknowledged for their advocacy, dedication and untiring efforts in caring for the citizens of Gloucester County;*

***NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2013 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 **proclaim** May 6th – 12th as **National Nurses Week**.*

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 9th day of May, 2013.

Robert M. Damming
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

AI

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 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 2013 as follows:

- (1) The sum of **\$4,000.00**, which item is now available as a revenue from the US Department of Health & Human Services National Association of County and City Health Officials Medical Reserve Corps (MRC), to be appropriated under the caption of the US Department of Health & Human Services National Association of County and City Health Officials Medical Reserve Corps (MRC) - *Other Expenses*;
- (2) The sum of **\$27,114.00**, which item is now available as a revenue from the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) National Emergency Food & Shelter Grant, to be appropriated under the caption of the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) National Emergency Food and Shelter Grant - *Other Expenses*;
- (3) The sum of **\$15,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Drunk Driving Enforcement Fund, to be appropriated under the caption of the New Jersey Department of Law and Public Safety Drunk Driving Enforcement Fund - *Other Expenses*;
- (4) The sum of **\$25,401.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Stop Violence Against Women Act (VAWA), to be appropriated under the caption of the New Jersey Department of Law and Public Safety Stop Violence Against Women Act (VAWA) - *Other Expenses*;
- (5) The sum of **\$3,000.00**, which item is now available as a revenue from the United States Secret Service Electronic Crimes Task Force, to be appropriated under the caption of the United States Secret Service Electronic Crimes Task Force - *Other Expenses*;
- (6) The sum of **\$10,000.00**, which item is now available as a revenue from the New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program, to be appropriated under the caption of the New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program - *Other Expenses*;
- (7) The sum of **\$71,905.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner Grant (SANE)), to be appropriated under the caption of the New Jersey Department of Law and Public Safety Sexual Assault Nurse Examiner Grant (SANE) - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 8, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

**RESOLUTION REAPPOINTING SCOTT KINTZING TO
THE HOUSING AUTHORITY OF THE
COUNTY OF GLOUCESTER**

WHEREAS, there exists a vacancy on the Housing Authority of the County of Gloucester; and

WHEREAS, it is in the best interests of the County of Gloucester to reappoint **Scott Kintzing** to a five-year term expiring on April 21, 2018.

NOW, THEREFORE, BE IT RESOLVED that **Scott Kintzing** be reappointed to the Gloucester County Housing Authority.

BE IT FURTHER RESOLVED that said appointment(s) is subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED by the Board of Chosen Freeholders of the County of Gloucester at their regular meeting held on May 8, 2013 at Woodbury, New Jersey.



**BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER**

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD



Scott H. Kintzing

SUMMARY OF QUALIFICATIONS

Decisive and profit oriented commercial banking executive, with extensive administrative, credit, commercial lending and business development experience. Creative problem solver who works well under pressure, dealing easily and effectively with all levels of management, including directors and bank regulators. Dedicated, analytical and a hands-on team player possessing strong interpersonal and communication skills. Strong leader, recruiter and motivator, organized planner and excellent negotiator.

PROFESSIONAL EXPERIENCE

Cornerstone Bank, Mt. Laurel, New Jersey August 1, 2011 - Present
Market President

Objective to grow from \$400 million to \$1 billion in assets.

Fulton Financial Corporation, Lancaster, Pennsylvania (acquired The Bank in 2003) August 1989 - 2011
President of the New Jersey Division

More than 22 years of managing teams from 4 to 20 employees at the same company. Responsible for managing Fulton's two banking affiliates, Skylands Community Bank and The Bank. Orchestrated the merger of affiliates into one state charter and name change to Fulton Bank of New Jersey at over \$4 billion.

The Bank, Woodbury, New Jersey (formerly The Bank of Gloucester County) August 1989 - 2011
Vice Chairman, Chief Executive Officer, President, Board Member

Responsible for the executive management of The Bank, shareholder relations, commercial banking, branching, business development, CRA initiatives, and the establishment and maintenance of The Bank's image in the community. Established strategic direction and administered the implementation of short and long-term goals to achieve desired results. Served as member of the Board of Directors, Executive, ALCO, Strategic Planning, and Loan Committees.

Grew The Bank of Gloucester County from a start-up to over \$300 million and then directed the acquisition of Woodstown National Bank and First Washington State Bank, eventually reaching over \$2 billion in assets.

Commerce Bank, Cherry Hill, New Jersey (now TD Bank) 1985 - 1989
Senior Loan Officer

Lenape State Bank, Woodbury, New Jersey 1976 - 1985
Senior Loan Officer

Fidelity Bank, Philadelphia, Pennsylvania (now Wells Fargo) 1974 - 1976
Management Trainee

EDUCATION

Gettysburg College - 1974 - B.A. Political Science
Drexel University - Graduate Studies in Business Administration 1978-1980
Stonier Graduate School of Banking - 1983

RESOLUTION AUTHORIZING THE AWARD OF A SPLIT CONTRACT TO LONG MARMERO & ASSOCIATES, LLP AND CHANCE & MCCANN, LLC FOR THE PROVISION OF PROFESSIONAL TAX ATTORNEY SERVICES, FOR AN AMOUNT NOT TO EXCEED \$200,000.00, FROM MAY 8, 2013 TO MAY 7, 2014

WHEREAS, the County of Gloucester is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program, historically, there have been 700 to 2,000 County appeals and 150 to 200 State Appeals for the entire County; and

WHEREAS, there is a need by Gloucester County for a professional tax attorney services in connection with Gloucester County Tax Appeals for municipalities within the County; and

WHEREAS, the County requested proposals, via RFP-013-027, 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 Long Marmero & Associates, LLP, with offices at 44 Euclid Street, Woodbury, NJ 08096, made one of the most advantageous proposal; and

WHEREAS, the evaluation, based on the established criteria, concluded that Chance & McCann, LLP, with offices at 84 East Grant Street, Suite 2, P.O. Box 10, Woodstown, NJ 08098, made one of the most advantageous proposal; and

WHEREAS, each contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$200,000.00, at an hourly rate of \$150.00, from May 8, 2013 to May 7, 2014; and

WHEREAS, the contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County Budget; and

WHEREAS, the 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, the 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 contracts is for 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 of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contracts between the County of Gloucester and Long, Marmero & Associates, LLP and Chance & McCann, LLC, for the provision of professional tax attorney services in connection with Gloucester County Tax Appeals for municipalities within the County, for a minimum contract amount of Zero and a maximum contract amount of \$200,000.00, at the hourly rate of \$150.00 from May 8, 2013 to May 7, 2014; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and 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; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 8, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A3

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
LONG, MARMERO & ASSOCIATES, LLP**

This Contract is made this 8th day of May, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **LONG, MARMERO & ASSOCIATES, LLP**, with offices at 44 Euclid Street, Woodbury, New Jersey 08096, hereinafter referred to as "**Attorney**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional services for the provision of Tax Attorney services in connection with Gloucester County Tax Appeals for municipalities within the County, as more particularly set forth in RFP-013-027; 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, Attorney represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract; and

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be for the period beginning May 8, 2013 and concluding May 7, 2014.

2. **COMPENSATION AND BILLING REQUIREMENTS.**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$200,000.00. Attorney shall be paid an hourly rate of \$150.00 for all such services.

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

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
 - b. Name of attorney providing the service.
 - c. Amount of time spent on service
 - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the County's RFP-013-027, and Attorney's responsive proposal dated March 11, 2013, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP-013-027, this contract shall prevail.

Attorney 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 documents.

4. **CONFLICT OF INTEREST STATEMENT.** No party in any contract with the County of Gloucester shall use, or allow to be used, his contractual relationship, or any information not generally available to the members of the public, which he receives or acquires in the course of and by reason of his relationship with the County of Gloucester for the purpose of securing financial gain for himself, members of his immediate family, or any business organization with which he is associated.

No party to any contract with the County of Gloucester (this shall include members of the immediate family or business organization in which he has any interests, shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other

thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him, directly or indirectly, in the discharge of this contractual obligation.

The Attorney acknowledges that it will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

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

The Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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.

6. LICENSING AND PERMITTING. If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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.

8. **NO ASSIGNMENT OR SUBCONTRACT**. This Contract may not be assigned nor subcontracted by the Attorney, 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.

9. **INDEMNIFICATION.** The Attorney or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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.

10. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.

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

19. **FINANCIAL DISCLOSURE.** The Attorney if required by law shall file a Financial Disclosure Statement, pursuant to Local Government Ethics Law B N.J.S.A. 40A:9-22.1, et seq., P.L. 1991, c. 29.

20. **CONFIDENTIALITY.** Attorney 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, RFP-013-027 issued by the County of Gloucester and Vendor's responsive proposal dated March 11, 2013. Should there occur a conflict between this form of contract and the County's RFP-013-027, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-013-027 issued by the County of Gloucester and the Vendor's responsive proposal dated March 11, 2013, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of May, 2013.

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:

ROBERT N. DILELLA, CLERK

ATTEST:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

LONG, MARMERO & ASSOCIATES, LLP

BY: _____
DOUGLAS LONG, ESQUIRE

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
COUNTY OF GLOUCESTER
AND
CHANCE & MCCANN, LLC**

This Contract is made this 8th day of May, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CHANCE & MCCANN, LLC**, with offices at 84 East Grant Street, Suite 2, P.O. Box 10, Woodstown, NJ 08098, hereinafter referred to as "**Attorney**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional services for the provision of Tax Attorney services in connection with Gloucester County Tax Appeals for municipalities within the County, as more particularly set forth in RFP-013-027; 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, Attorney represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract; and

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be for the period beginning May 8, 2013 and concluding May 7, 2014.

2. **COMPENSATION AND BILLING REQUIREMENTS.**

A. Contract shall be for estimated units of services, with the minimum contract amount of zero and a maximum contract amount of \$200,000.00. Attorney shall be paid an hourly rate of \$150.00 for all such services.

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

C. Attorney 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.

D. 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 Attorney 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.

- E. Attorneys shall submit detailed billings on a monthly basis. The bill submitted should indicate the following:
- a. Date of service
 - b. Name of attorney providing the service.
 - c. Amount of time spent on service
 - d. Detailed description of the service provided

Attorneys shall not bill for travel time unless specifically authorized by the County. Billing for travel time shall not be at the attorney's normal rate of pay;

F. In house office conferences between two or more attorneys of the same firm shall be limited to the reasonably necessary time of conference. Billing for in-house conferences shall be for the time of one attorney only;

G. The County shall not be billed for the initial review by a newly assigned attorney in the firm prior to beginning to work on the file;

H. For attendance at meetings, if two attorneys from the same firm attend, the county should only be billed for one attorney's attendance (unless the county specifically requests more than one attorney to attend these meetings);

I. All bills of service are subject to review by County for reasonableness.

3. **DUTIES OF ATTORNEY.** The specific duties of the Attorney shall be as set forth in the County's RFP-013-027, and Attorney's responsive proposal dated March 11, 2013, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP-013-027, this contract shall prevail.

Attorney 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 documents.

4. **CONFLICT OF INTEREST STATEMENT.** No party in any contract with the County of Gloucester shall use, or allow to be used, his contractual relationship, or any information not generally available to the members of the public, which he receives or acquires in the course of and by reason of his relationship with the County of Gloucester for the purpose of securing financial gain for himself, members of his immediate family, or any business organization with which he is associated.

No party to any contract with the County of Gloucester (this shall include members of the immediate family or business organization in which he has any interests, shall solicit or accept any gift, favor, loan, service, contract for service, promise of future employment, or any other

thing of value based upon an understanding that the above was given, offered or received for the purpose of influencing him, directly or indirectly, in the discharge of this contractual obligation.

The Attorney acknowledges that it will immediately advise the County of Gloucester of any present or potential conflict and that it is a continuing obligation of the Attorney to so advise during his contract and/or relationship with the County of Gloucester.

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

The Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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 Attorney 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.

6. LICENSING AND PERMITTING. If the Attorney 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, Attorney 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.

Attorney 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 Attorney or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, which are specifically referred to and incorporated herein by reference.

B. If Attorney 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 Attorney'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 Attorney or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Attorney 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 Attorney 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 Attorney, and the County may withhold any payments to the Attorney for the purpose of set off until such time as the exact amount of damages due the County from the Attorney 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.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Attorney, 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.

9. **INDEMNIFICATION.** The Attorney or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Attorney'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 Attorney's failure to provide for the safety and protection of its employees, or from Attorney's performance or failure to perform pursuant to the terms and provisions of this Contract. The Attorney'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.

10. **SET-OFF.** Should Attorney either refuse or neglect to perform the service that Attorney is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Attorney's failure to perform, then and in that event, such expense shall be deducted from any payment due to Attorney. 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 Attorney shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Attorney 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 Attorney, 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.** Attorney 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 Attorney's services.

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

19. **FINANCIAL DISCLOSURE.** The Attorney if required by law shall file a Financial Disclosure Statement, pursuant to Local Government Ethics Law B N.J.S.A. 40A:9-22.1, et seq., P.L. 1991, c. 29.

20. **CONFIDENTIALITY.** Attorney 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, RFP-013-027 issued by the County of Gloucester and Vendor's responsive proposal dated March 11, 2013. Should there occur a conflict between this form of contract and the County's RFP-013-027, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-013-027 issued by the County of Gloucester and the Vendor's responsive proposal dated March 11, 2013, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of May, 2013.

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:

ROBERT N. DILELLA, CLERK

ATTEST:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

CHANCE & MCCANN, LLC

BY: _____
SHANNA MCCANN, ESQUIRE

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-013-027 - Tax Attorney – Long Marmero & Associates

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Small firm with 6 employees. Vendor list some experience in Tax cases. _____ 25 _____ points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor list similar engagements in the field of Tax Attorney. Some Counties were listed as well as many Municipalities. _____ 25 _____ points	22
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan meets all requirements listed in the RFP. _____ 25 _____ points	21
E. Reasonableness of Cost Proposal Proposal set a fee of \$150.00 / hr. Vendor will perform work at \$150.00 / hr. _____ 20 _____ points	20
TOTALS	91

BASIS OF AWARD

(To be completed by County evaluation committee)

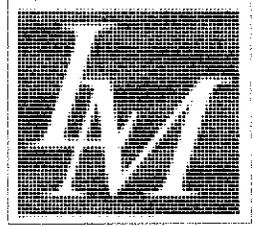
(100 Point total will be used to determine the Award)

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

RFP-013-027 Tax Attorney – Chance & McCann

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Firm indicates over 20 years experience. Also Attorneys listed have tax experience related to the RFP. _____ 25 _____ points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor listed some County work but most similar engagements were with Municipalities. _____ 25 _____ points	22
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Firm listed experience with Tax Appeals related to residential, Commercial and Industrial. _____ 25 _____ points	23
E. Reasonableness of Cost Proposal Proposal set a fee of \$150.00 / hr. Vendor will perform work at \$150.00 / hr. All cost associated with court filings, large volume copying, tolls and parking will be at cost to the County. _____ 20 _____ points	17
TOTALS	90

A3



Request for Proposals

For

County of Gloucester
Tax Attorney

RFP # 013-027

As Of

March 11, 2013

Prepared For

Peter Mercanti, Director

Purchasing Department

County of Gloucester

Two S. Broad Street

Woodbury, New Jersey 08096

Long Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096
(856) 848-6440



Table of Contents

A) Scope of Service.....	3-4
B) Resumes.....	4-7
C) Facilities.....	8
D) Conflicts of Interest.....	8
E) Fees.....	8
F) Other Information.....	9-10
Attached Documents.....	10-12
G) MBE/WBE Tracking Information.....	9
H) State Contractor Business Registration Certificate.....	10
I) Debarment Certification.....	10

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

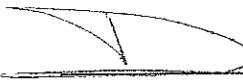
- | | INITIAL
BELOW |
|---|------------------|
| A. An original with Five (5) signed copies of your complete proposal. | <u>DL</u> |
| B. Non-Collusion Affidavit properly notarized | <u>DL</u> |
| C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. | <u>DL</u> |
| D. Authorized signatures on all forms. | <u>DL</u> |
| E. Business Registration Certificate(s) Must be submitted prior to award | <u>DL</u> |

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE ABOVE LISTED REQUIREMENTS.

NAME OF PROPOSER:

Long Marmiero & Associates, LLP.
Person, Firm or Corporation

 Douglas M Long, Managing Partner
BY: (NAME) TITLE)



A) Scope of Service

Long, Marmero & Associates, LLP
44 Euclid Street, Woodbury, NJ 08096
Tel: (856) 848-6440
Fax: (856) 848-5002
Douglas Long: dlong@longmarmero.com

The Law Firm of Long Marmero & Associates, founded in 2003 by Douglas M. Long, Albert K. Marmero and David R. Mayer opened its doors offering legal representation to public entities and land use/real estate advocacy for its private clients. Since its inception, Long Marmero & Associates, LLP, has acquired six additional attorneys and now offers a wider array of legal services including civil litigation, personnel and employment consultation and corporate transactions.

LMA currently represents several Education Institutions including Willingboro, Bridgeton and Camden School Boards, Camden's Promise Charter School, Benjamin Banneker Prep School and Bright Horizon Charter School. LMA also represents several public entities in multiple capacities. The firm represents Deptford Township and Delran Township as Solicitor, Pemberton Township, Mt. Holly, Burlington City, City of Trenton and Gloucester County as Special Litigation Counsel and Voorhees as Conflict Attorney. LMA represents the Camden and Salem Counties Insurance Commission and the New Jersey Housing Authority Joint Insurance Fund as Defense Counsel and is Solicitor for the Gloucester County Insurance Commission. LMA represents Deptford, Delran, Riverside, Willingboro, City of Bridgeton and Riverside Municipal Utilities Authority as Labor and Employment Solicitors and Deptford, Delran, City of Trenton, Burlington City, Pemberton Township, Willingboro as Workman's Compensation Defense Attorney, as well as Deptford, Delran and Gloucester County Tax Attorneys. LMA represents Delran, Deptford, Willingboro and Burlington City as their COAH Attorneys and Delran, Deptford, Burlington City, Riverside and Willingboro as their Redevelopment Attorneys. LMA represents Monroe as their Zoning Board of Adjustment Solicitor and Westampton as their Land Use Solicitor. LMA represents Deptford and Mount Holly as their Municipal Utilities Authority Special Counsel. LMA also represents Camden County as the VRO Attorney. The firm also represents Gloucester County as its WRAP Officer. LMA would bring a wealth of experience, knowledge and success to the County of Gloucester. As proof positive of Long and Marmero's success and knowledge, South Jersey Magazine named both as their top attorneys in South Jersey for 2009 and 2010 in its "Awesome Lawyers" Edition. LMA has litigated several complex private and public issues at the State Superior and Appellate Court levels and has brought great success to its clients. In a nutshell, LMA is very familiar with New Jersey Municipal, County and State Governments and has the ability to navigate through their complex processes.



LMA is a South Jersey firm with its main office located in historical Woodbury on “Lawyers’ Row”. LMA employs a total of 17 people, 8 of which are attorneys. LMA also has an office at 523 Cooper Street, Camden, New Jersey. LMA hours of operation are 8am – 6pm Monday through Friday and can easily service the County of Gloucester with the time, participation and requirements presented in the Request for Proposals. However, to service your County’s emergency needs, attorneys will be accessible 24 hours a day, via emergency phone lines.

B) Resumes

List of individuals responsible for serving the County:

Jesse M. DeBrosse – Attorney in charge of appointment
Douglas M. Long – Attorney
Albert K. Marmero – Attorney
Deborah Savigliano – Paralegal
Tara Genay – Legal Secretary

Jesse M. DeBrosse

Jesse joined Long, Marmero in September of 2012. Prior to joining the firm, he served as Judiciary Law Clerk to the Honorable Colleen A. Maier, J.S.C. of the Superior Court of New Jersey, Gloucester County, Family Division. As a law clerk he analyzed financial documents, researched procedural and substantive issues in family law, and drafted court orders and memoranda. He also researched constitutional and procedural issues in criminal law. In performing his duties he interfaced regularly with attorneys and government entities such as the

Gloucester County Division of Social Services, the Division of Youth and Family Services, the Department of Corrections, county jails, law enforcement agencies, schools, and others. Finally, he conducted over one hundred settlement conferences with litigants and attorneys and generated agreements in approximately eighty percent of the cases.

In May of 2011 Jesse graduated *Magna Cum Laude* from the University of California, Hastings College of the Law in San Francisco, California. In the summer of 2010 he interned at the New Jersey Office of the Attorney General, Division of Law, Division of Youth and Family Services. There he conducted legal research and drafted arguments for two successful appellate briefs. In the summer of 2009 he interned for the Honorable A. James Robertson II of the Superior Court of California, County of San Francisco, Civil Division. During his time with Judge Robertson, he conducted legal research and drafted statements of decision for a contract claim involving construction of a house and a promissory estoppel claim involving subcontractor bidding.

Jesse's responsibilities at Long Marmero include Defense Counsel for Camden County in their VRO/VOP Court, Deptford and Delran Township COAH Attorney, Camden County Special Litigation Counsel, Trenton, Willingboro School Board of Education, Burlington City Litigation Counsel, Special Counsel to Camden and Salem Counties Insurance Commission and Mt. Holly Municipal Utilities Authority and Gloucester County Tax Appeal Attorney.

Admitted to Practice:

New Jersey
U.S. District Court of New Jersey
Pennsylvania

Education:

University of California, Hastings College of the Law, San Francisco, CA
Juris Doctor, *Magna Cum Laude*, 2011
Rutgers, the State University of New Jersey, New Brunswick, NJ
Bachelor of Arts, *High Honors*, Philosophy, 2007

Awards:

Witkin Awards for highest grade in Trial Objections, Civil Procedure, Torts, and Negotiation
Memberships in the Order of the Coif and the Thurston Society, the Scholastic Honor Organization

Douglas M. Long

Douglas M. Long is one of the founding partners of Long Marmero. Doug concentrates his practice representing Governmental and Quasi Governmental entities in the areas of Tax and Contract Law. Doug also represents private industry in the areas of mergers and acquisitions and just completed a complex acquisition of one of the world's largest manufacturers of medical absorbent vehicles (MAV's). Doug currently serves as the WRAP officer for Gloucester County's 322 Expansion Program, Solicitor for Deptford and Delran Townships and Gloucester County Insurance Commission, Attorney for Camden County VRO/VOP Program, Deptford and Delran Township Tax Attorney, Special Litigation Counsel to Camden and Gloucester Counties, Voorhees Conflict Attorney, City of Bridgeton Litigation, Special Counsel to Deptford Township and Mt. Holly Municipal Utilities Authorities, Defense Counsel for the New Jersey Housing Authority Joint Insurance Fund, Camden and Salem County Insurance Fund Commission and General Counsel for the Southern New Jersey Development Council. Doug also served as Solicitor for the Cumberland County Improvement Authority and worked through the legal framework for project financing. Doug was General Counsel for Damiano Long Engineering, LLC prior to creating LMA. His private clients consist of major telecoms, utilities, major and minor land developers, and others. Doug has represented the initiation of town centers in Woolwich, Washington, Harrison, Egg Harbor City, Upper Deerfield and Buena Vista Townships. He has also been responsible for advocating for his clients in redevelopment areas in Camden, Gloucester, Pennsauken, Logan, Woodbury, Washington Twp, Vineland, Salem City, and other municipalities. Doug has consulted with Camden and Gloucester Counties in acquiring property and negotiated the Synesis fiber loop for the City of Camden.

Education

Widener University of Law
1998

JD/MBA awarded May

Memberships

New Jersey Bar Association
Southern New Jersey Development Council
Client Negotiations and Counseling Society
Justinian Society

Honors

Member, Trial Advocacy Honor Society, 1997-1998
Rhode Island Regional Trial Advocacy Competition, March 5-8, 1998

Advocacy Training

Moe Levine Trial Advocacy Competition, October 1997
Intensive Trial Advocacy Program, January 1998
Clinical Internship Gloucester County Public Defender's Office

Professional Experience

Long, Marmero & Associates, LLP Managing Partner	Jan 2003 - present
Damiano Long Consulting Engineers, LLC- Camden, NJ Vice President/General Counsel	May 2000 - Jan 2003
Adler Engineering, LLC. General Counsel	1997 – 2000



Albert K. Marmero



Albert K. Marmero is one of the founding partners of Long, Marmero. Since its inception, Al has been the head of the Land Use and Real Estate Department which has successfully advocated before numerous New Jersey municipal and county planning and/or zoning boards.

Al currently serves as Monroe Township's Zoning Board of Adjustments Solicitor, Willingboro, Burlington City, Delran and Deptford Townships' Redevelopment Solicitor, Special Litigation Counsel to Camden and Gloucester Counties.

Al represents Educational Institutions including Camden's Promise Charter School, Benjamin Banneker Prep School and Bright Horizon Charter School. Al also represents major home-builders, retailers, industrial companies and other commercial entities as well as "small" developers. In doing so, Al has brought success to his clients as well as municipalities to achieve approvals for major and minor subdivisions, town centers, industrial parks, and retail shopping centers. Al's vast experience and understanding of New Jersey Municipal Land Use Law has given his clients confidence and the ability to propose such projects as the Redevelopment of the Pennsauken Mart and the Nike base in Gloucester Township and Town Centers in Egg Harbor City, Washington, Woolwich, Buena Vista, Upper Deerfield, and Harrison Townships. Al is one of very few that has a complete understanding and grasp of redevelopment law in New Jersey and is the author of many redevelopment agreements and plans approved by clients and municipalities in Southern New Jersey. He also has experience handling Land Use Litigation and was successful in resolving complex development issues in towns such as, Deptford, Pennsauken, Burlington City, Upper Deerfield, Lumberton, Mantua, and others. Many of the projects Al steered through the land-use process have included such integral concepts as Pine Barrens issues, COAH, environmental and wildlife issues.

Education

Rutgers School of Law
Rider University
Summa Cum Laude

JD awarded 2003
Bachelor of Arts
Political Science 2000

Memberships

New Jersey Bar Association

2003-Present

Professional Experience

Long, Marmero & Associates, LLP
Founding Partner

2003-Present

Damiano Long Consulting Engineers, LLC- Camden, NJ

2002-2003

General Counsel Office

Camden Regional Legal Services

2000-2002



C) Facilities

LMA is a South Jersey firm with its main office located in historical Woodbury on “Lawyers’ Row”. LMA also has an office at 523 Cooper Street, Camden, New Jersey. LMA employs a total of 17 people, 8 of which are attorneys. LMA hours of operation are 8am – 6pm Monday through Friday and can easily service the County of Gloucester with the time, participation and requirements presented in the Request for Proposals. However, to service your County’s emergency needs, attorneys will be accessible 24 hours a day via emergency phone lines.

D) Conflicts of Interest

No foreseeable conflicts exist at this time. However, if a conflict arises LMA will alert the County of Gloucester.

E) Fees

With the knowledge of the individuals named herein, along with the proper documents included from LMA, the firm’s grasp of timelines, protocol, procedures and other issues, LMA will accomplish each task in a timely, skilled manner.

Proposed rate for service rendered by Long, Marmero & Associates, LLP: **\$150.00 per hour**

F) Other Information

Services in the United States of America

All Services will be performed within the United States of America.

Firm Experience

Members of Long Marmero & Associates, LLP have represented public entities in Cumberland, Gloucester, Camden and Burlington counties as Township or Planning and Zoning Board Solicitors and as negotiators for Camden and Gloucester Counties in matters dealing with redevelopment and eminent domain and in Gloucester and Cumberland Counties with issues dealing with their Improvement Authority.

Terms and Conditions

LMA will comply with all the General Terms and Conditions required by the County of Gloucester and enter into a Standard Professional Services Contract.

Insurance in Accordance

Long, Marmero & Associates, LLP has both Professional Liability Insurance and Workers’ Compensation in accordance with New Jersey law.

References

Due to the confidentiality of cases, references can be discussed with the attorneys from our firm. Please note the firm handles hundreds of cases per year.



Proof of Insurance
Attached

Affirmative Action Statement
Attached

Non-Collusion Affidavit
Attached

G) MBE/WBE TRACKING INFORMATION

Definitions:

A **Minority Business Enterprise (MBE)** is defined in the County of Gloucester’s Affirmative Action Plan as “a business which is independently owned and operated and is at least 51% owned and controlled by minority group members”. Minority group members are defined in the County of Gloucester’s Affirmative Action Plan as “persons who are Black, Hispanic, Portuguese, Asian-American, American Indian, or Alaskan Natives”

A **Women Business Enterprise (WBE)** is defined in the County of Gloucester’s Affirmative Action Plan as “a business which is independently owned and operated and is at least 51% owned and controlled by women”.

Using the definition above, please check the following space which best describes your firm:

- Minority Business Enterprise (MBE)**
- Women Business Enterprise (WBE)**
- Neither**

NAME OF FIRM: LONG, MARMERO & ASSOCIATES, LLP
ADDRESS: 44 EUCLID STREET, WOODBURY, NEW JERSEY 08096

LONG, MARMERO & ASSOCIATES, LLP

BY: 

Douglas M. Long

DATE: 03/11/2012



H) State Contractor Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N J 08646-0252
TAXPAYER NAME: LONG AND MARMERO LIMITED LIABILITY PARTN	TRADE NAME: LONG AND MARMERO	
ADDRESS: 75 COOPER ST WOODBURY NJ 08696	SEQUENCE NUMBER: 1037247	
EFFECTIVE DATE: 01/09/04	ISSUANCE DATE: 08/29/05	
FORM-BRC(08-01)	<i>John S. Tully</i> Director	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

I) Debarment Certification

No principal or herewithin named attorney has been a part of any prior litigation as a defendant. No principal or herewithin named attorney is the subject of any professional disciplinary action within the last three years.

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION,
INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

I am Managing Partner of the firm LongMann & Assoc
(Your Title) (Name of Your Organization)
44 Euclid Street Woodbury NJ 08096
(Address of Your Organization)

CHOOSE THE FOLLOWING

A. I hereby certify on behalf of LongMann & Assoc
(Name of Your Organization)
that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.


(Signature)

Douglas M. Long, Managing Partner
Type Name & Title

Date: 3-11-2013

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (USDOL) may pursue available remedies, including suspension and/or debarment.
 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal" "proposal", and "voluntary excluded", as used in this clause, have the meanings as set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the USDOL.
 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
-

7. A participant in a covered transaction may rely upon a certification of a prospective participants in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the USDOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor 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 contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT
Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.



Affirmative Action Statement

EXHIBIT B

Affirmative Action Requirements

The Respondent shall comply with the anti-discrimination provision of N.J.S.A., 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and N.J.A.C. 17:27-1,1 et seq., The Respondent agrees by responding to this RFP to afford equal opportunity in performance of the Contract.

The Respondent shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national original, ancestry, religion, familial status, marital status, affectional or sexual orientation, sex or liability for services in the armed forces of the United States. The Respondent shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national original, ancestry, religion, familial status, marital status, affectional or sexual orientation, sex or liability for services in the armed forces of the United States. Such action shall include, but not limited to, the following: termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Respondent agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Respondent shall, in all solicitations or advertisements for employees placed by or on behalf of the County of Gloucester, state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national original, ancestry, religion, familial status, marital status, affectional or sexual orientation, sex or liability for services in the armed forces of the United States.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the County and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
if yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the County as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
if yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the County. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Lung Management LLC SIGNATURE: [Signature]

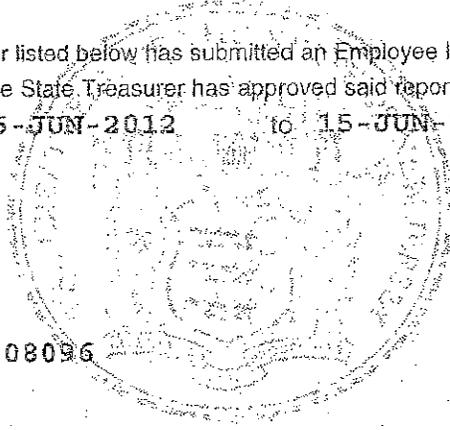
PRINT NAME: Douglas M. Lung TITLE: Managing Partner

DATE: 3-11-2013

Failure by the respondent to complete and return this notice with their proposal submission shall be cause for their proposal to be rejected as non-responsive

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2012** to **15-JUN-2019**



LONG, MARMERO, LLP
44 EUCLID STREET
WOODBURY

NJ 08096

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff", is written over a faint circular stamp. To the right of the signature is the official seal of the State Treasurer, which includes a crest with a shield and a crown above it.

Andrew P. Sidamon-Eristoff
State Treasurer

No. SBP2993064

RENEWAL

BUSINESS OWNERS POLICY

ISSUE

DECLARATIONS

Item 1. Name and Mailing Address
LONG MARMERO & MAYER LLP
44 EUCLID ST
WOODBURY, NJ 08096-4626

Representative:
765400 LAUREL COE & ASSOCIATES INC
PO BOX 740 (132800)
STRATFORD, NJ 08084-0740

Item 2. Policy Period:

From: 01/03/2013 To: 01/03/2014

Item 3. You are a: PARTNERSHIP

Type of Coverage: Expanded

Item 4. Your Business/Operation(s) Description: ATTORNEY'S OFFICE



Franklin Mutual Insurance Company

A Non Assessable Mutual Company
5 Broad St PO Box 400, Branchville, NJ 07826-0400
973-948-3120 www.fmiweb.com

Subject to all Provisions here and in Consideration of the Premium, We agree to provide this Insurance for the indicated Policy Term/Period

Item 5. Location of Described/Designated Premises

Loc.
01. 44 EUCLID ST WOODBURY GLOUCESTER CO NJ

Item 6. Main Coverages Part I - Business Property and Loss of Business Income

Coverage A & B Deductible: \$200 2% Annual Inflation Factor on Buildings *

Location No. 01

A-Building
B-Business Personal Property \$76,100

Wind Deductible
C-Loss of Income INCLUDED

Extended Rental Income(FM0198)
Month/Days

D-Money and Securities
(limit applies to all locations)
On Premises \$10,000
Off Premises \$5,000

Part II - Business Liability Limits and Coverages

\$1,000,000 Each Occurrence Limit - Coverages E & F
\$2,000,000 Aggregate/Total Limits
\$15,000 Medical Payments (Coverage F Limit) Per Person
\$1,000,000 Personal Injury/Advertising Injury Supplemental Coverage Limit

Item 7. Endorsements and Forms Made Part of this Policy:

See Attached Endorsements Schedule

Item 8. Description of Amendment:

Premium \$905
NJ Surcharge \$2

Authorized Signature *Nancy J. Hegeman*

Countersigned: 01/03/2013

No. WCP2970247

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
RENEWAL INFORMATION PAGE

Prior No. WCP2970247

Item 1. Name and Mailing Address
LONG MARMERO & MAYER LLP
44 EUCLID ST
WOODBURY, NJ 08096-4626

NJTIN # 200573422000

765400

Representative:
LAUREL COE & ASSOCIATES INC
PO BOX 740 (132800)
STRATFORD, NJ 08084-0740

The Insured is: Partnership
Other workplaces not shown above:

Item 2. Policy Period: 12:01 AM STANDARD TIME AT
THE INSURED'S MAILING ADDRESS

From: 01/03/2013

To: 01/03/2014



FMI Insurance Company

NCCI Co.# 18155

A Stock Company
5 Broad St PO Box 400, Branchville, NJ 07826-0400
973-948-3120 www.fmiweb.com

Item 3. Coverage	A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of New Jersey		
	B. Employers Liability Insurance: Part two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:		
	Bodily Injury by Accident	\$500,000	each accident
	Bodily Injury by Disease	\$500,000	policy limit
	Bodily Injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except Nevada, North Dakota, Ohio, Washington, Wyoming and states designated in item 3A

D. This policy includes these endorsements and schedules:
WC000000B, WC000419, WC290309A, WC290410, WC290306B, WC000422A, WC000421C

Item 4. Premium
The premium for this policy will be determined by our Manuals and Rules, Classifications, Rates and Rating Plans.
All information required below is subject to verification and change by audit.

CLASSIFICATION	CODE NO.	PREMIUM BASIS TOTAL ESTIMATED ANNUAL REMUNERATION	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
CARPENTRY NOC & DRIVERS	5403-00	5,600	18.69	1,047.00
ATTORNEY - ALL EMPLOYEES & C,M,D - NPD	8820-00	463,200	.41	1,899.00
LAWN MAINTENANCE - COMMERCIAL OR DOMESTIC & D	9102-01	2,100	5.49	115.00

Premium for increased limits Part Two, if applicable	6199			\$34.00
Adjustment to equal Part Two minimum premium	9848			\$66.00
Total Premium subject to experience modification				\$3,161.00
Premium modified to reflect experience modification of - 01/03/2013		.966		\$3,054.00
Schedule Rating Factor - 9887		-10.00%		-\$305.00
Total Estimated Standard Premium				\$2,749.00
Expense Constant Charge - 0900				\$220.00
Total Estimated Premium				\$2,969.00
NJ Second Injury Fund Surcharge - 0935		6.76%		\$206.00
NJ Uninsured Employers Fund Surcharge - 0936		0.00%		\$0.00
Terrorism Premium Charge - 9740		0.030		\$141.00
Catastrophe (Other than Certified Acts/Terrorism) - 9741		0.010		\$47.00
Total Estimated Cost				\$3,363.00
Minimum Premium \$ 850.00		Interim Adjustment: Annually	Deposit	
DIRECT BILL			AMOUNT DUE	\$3,363.00

Servicing Office
Branchville, N.J.

Date 12/20/2012

Agent

WC000001B

Kinsale Insurance Company

BINDER

RE: Long Marmero LLP
44 Euclid Street
Woodbury, NJ 08096

POLICY #: 0100008311-0
Quote Letter #: 00493222

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review the binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: Kinsale Insurance Company

Policy Term: 11/01/2012 - 11/01/2013

Coverage Form: Lawyers Professional Liability - Claims Made and Reported

Retro Date: 11/01/2012

Limits:	
Per Claim	\$500,000
General Aggregate Limit	\$500,000
Deductible:	
Each Claim Deductible	\$15,000
Privacy Breach Deductible	\$1,000
Additional Coverages:	
Privacy Breach Coverage	\$15,000
Premium	
Surplus Lines Tax	\$688
Total Due at Inception	\$14,438

Min. Earned Premium: 25.00%	ERP Terms: 12 Months at 100.0% of Annual Premium 24 Months at 150.0% of Annual Premium 36 Months at 175.0% of Annual Premium ERP Premium is a % of annual premium plus any premium adjustments by endorsement. See your policy for complete details.
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Class Description – Lawyers
<ul style="list-style-type: none">• This insurance is provided by a surplus lines insurer and is not subject to the filing or approval requirements of the NJ Department of Banking and Insurance.• The insurer has been approved by the Department as an eligible surplus lines insurer, but any policy issued is not covered by the NJ Insurance Guaranty Fund.

Comments:
PRO3004 Exclusion - Prior or Pending Litigation: Policy Inception
PRO3001 Exclusion of Designated Person or Entity: Vicky and Bonny Coffee Express LLC; Ganesh Dada LLC

REQUEST FOR REFERENCE FORM

1. Name of Entity: Camden County
Address: 520 Market Street
Camden, New Jersey
Contact Name: Anna Marie Wright
Telephone: 856-225-5439
Email: annamarie@camdencounty.com

2. Name of Entity: Deptford Township
Address: 1101 Cooper Street
Deptford, New Jersey 08096
Contact Name: Dina Zawadski
Telephone: 856-686-2203
Email: dzawadski@deptford-nj.org

3. Name of Entity: Delran Township
Address: 900 Chester Avenue
Delran, New Jersey 08075
Contact Name: Jeffrey Hatcher
Telephone: 856-461-7734 xt. 113
Email: jhatcher@delrantownship.org



Non-Collusion Affidavit

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER SS:

I, Douglas M. Long of the City of Woodbury in the County of Gloucester and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

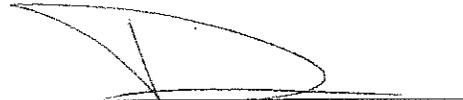
I am Douglas M. Long, Esquire, Founding Partner of the firm of Long, Marmero & Associates, LLP. the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Gloucester relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Long, Marmero & Associates, LLP.

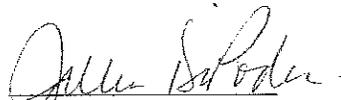
(N.J.S.A. 52:34-25)

Subscribed and sworn to

Before me this 11th day
Of March, 2013.



Douglas M. Long



Notary public of

My Commission Expires 5/13/15.

JILLIAN DePODER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/13/2016

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

SS:

I AM Douglas M. Long

OF THE FIRM OF

Long Marmero & Assoc. LLP

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE COUNTY OF GLOUCESTER RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 8th DAY

OF March 2013.



 (TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)
Douglas M. Long



 NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 5/13 2015 20

JILLIAN DePODER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/13/2015

STOCKHOLDER DISCLOSURE CERTIFICATION

N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership Corporation
- Limited Liability Partnership
- Limited Liability
- Subchapter S Corporation
- Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: 1/2003 Where incorporated: Camden

Business Address:

44 Euclid Street Woodbury NJ 08096
Street Address City State Zip

856 848 6440 856 848 5002 dlong@Longmarmero.com
Telephone # Fax# Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

Douglas M Long 2 Laura Court Upper Deerfield, NJ
Name Home Address

Albert K. Marmero 694 Maplewood Maple Shade NJ
Name Home Address

Name Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: [Signature] Date: 3-8-13

Printed Name and Title: Douglas M. Long Managing Partner

Sworn and subscribed before me this 8th day of March 2013

JILLIAN DePODER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/13/2015

Jillian DePoder, Notary Public

STATEMENT OF AUTHORITY

RFP SUBMITTED FOR:

COMPANY: Long Marmoreo & Assoc, L.P.

ADDRESS: 44 Euclid Street
Woodbury, NJ 08096

RFP SUBMITTED BY: Douglas M. Lung
(Please Print)

SIGNATURE: 
(Please Sign)

TITLE: Managing Partner DATE: 3-11-2013

TELEPHONE: 856 848 6440 EXTENSION: -

FACSIMILE: 856 848 5002

TAXPAYER IDENTIFICATION NUMBER: 70 057 3422

EMAIL ADDRESS: dlung@longmarmoreo.com

By submitting and signing this RFP, we certify that we
are familiar with all conditions and requirements of this RFP

A3

Law Offices
CHANCE & McCANN

Limited Liability Company
Email: chancemccann@chancemccann.com
www.chancemccann.com

201 WEST COMMERCE STREET
P.O. BOX 278
BRIDGETON, NEW JERSEY 08302
(856) 451-9100
Fax: (856) 455-5227

84 EAST GRANT STREET-SUITE 2
P.O. BOX 10
WOODSTOWN, NEW JERSEY 08098
(856) 769-9001
Fax: (856) 769-9007

KEVIN P. McCANN

CERTIFIED BY THE SUPREME COURT OF NEW JERSEY AS A CIVIL TRIAL ATTORNEY
CERTIFIED BY THE NATIONAL BOARD OF TRIAL ADVOCACY AS A CIVIL TRIAL ADVOCATE
MEMBER OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF TEXAS
LL.M. TAXATION
R.140 QUALIFIED MEDIATOR

SHANNA McCANN *
PHILIP A. DAVOLOS III*†
DEANA WALSH
BETH WHITE
* ALSO A MEMBER OF THE PA BAR
† ALSO A MEMBER OF THE NY BAR

Reply to Woodstown

March 11, 2013

Mr. Peter Mercanti, Director
Purchasing Department
County of Gloucester
Tow South Broad Street
Woodbury, NJ 08096

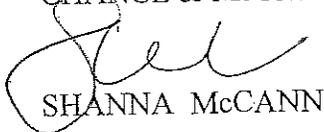
**RE: Request for Proposal for
Tax Attorney Services for the Gloucester County
RFP #013-027**

Dear Ms. Dodd:

Enclosed please find our firm's response to Request for Proposal for Tax Attorney for the Gloucester County. Please note that while our proposal reflects Chance & McCann as the applicant for this position, partner, Kevin P. McCann, Esquire is the individual named in the application. **Kevin P. McCann has been the assistant county tax administrator for Cumberland County for over 20 years and has an LLM in taxation from Widener University School of Law.** Chance & McCann and its support staff would be available to handle any matters required by the County. Chance & McCann would be willing to open a virtual office in Gloucester County in accordance with recent rule change allowing for virtual law offices in New Jersey. For further information, please see the enclosed brochure or visit us at www.chancemccann.com.

Thank you for your consideration.

Very truly yours,
CHANCE & McCANN


SHANNA McCANN

SM/dc
Enclosures

STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL
for
Chance & McCann, LLC

- A. The proposer is Kevin P. McCann, Esquire, partner and his associates Deana Walsh, Esq.; Shanna McCann, Esq.; Philip Davolos, Esq. and Beth White, Esq. The main office location where the work for Gloucester County will be performed is 84 East Grant Street, Suite 2, Woodstown, New Jersey. When it is more appropriate, it may be performed at 201 West Commerce Street, Bridgeton, New Jersey.
- B. Chance & McCann, specifically Kevin P. McCann has been involved in a multi-disciplinary law practice since 1975. The average number of employees over the last 3 years is 12 employees. The breakdown of those employees is as follows: 5-6 attorneys (1 partner and 4 associates) and 7 staff (paralegals, legal secretaries, receptionists, bookkeepers).
- C. Kevin P. McCann has been admitted to the Bar of the State of New Jersey since 1975. (*See attached resume*). All associates of Chance & McCann are admitted to the NJ Bar, and some are admitted to the Bars of NY and PA as well. The remaining associates have been admitted to the Bar between 5-10 years. (*See Attached resumes for Deana Walsh, Esq.; Shanna McCann, Esq.; Philip Davolos, Esq. and Beth White, Esq.*). Everyone at Chance & McCann is fully licensed and in good standing to practice law in the State of NJ.
- D. See Answer to Part 3, Subpart A.
- E. If awarded the contract, the following would occur:
1. The work would be reviewed by Partner Kevin P. McCann, Esq.
 2. Kevin McCann, Esq. would then address any issues that need to be dealt with on an urgent basis. This would include things such as determination of any issues with statutes of limitations or tort claims notices, conflict checks, etc.
 3. Once any urgent matters were handled, Kevin McCann would then dictate a memo based on his review of the file, and any discussions with members of County, and assign the file to the proper associate to be worked on in conjunction with him. Determination of which associate would handle the case would depend on the nature of the legal issue.
 4. All deadlines would then be entered into the firm calendar, and flagged with reminders for upcoming deadlines.
 5. The assigned associate would then work up the file, with the oversight of partner KPM until resolution of the matter. Regular court appearances would likely be handled by the associate assigned to the file whereas any trials, settlement conferences or mediations would likely be handled by partner, Kevin McCann, Esq.
- F. See attached proof of liability insurance.

- G. See attached certificates of good standing and NJ Bar cards for all attorneys.
- H. I hereby certify that Chance & McCann has current Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law. (See Attached).
- I. None of the members of Chance & McCann or Kevin P. McCann have ever had their licenses suspended or revoked by any Federal, State or local agency.
- J. Chance & McCann's Woodstown office is very close to Gloucester County. In fact, two of our five attorneys live within very close proximity to Gloucester County, Woodbury in particular. This makes our firm very well suited for meetings, conferences, training and emergency response at the County's facilities.
- K. See attached.
- L. See attached.
- M. See attached.
- N. I hereby certify that I will comply with the general terms and conditions required by the County and enter into the County's standard Professional Services Contract.
- O. See attached.
- P. I hereby certify that all services will be performed in the United States of America.

SPECIALIZED REQUIREMENT OF TECHNICAL PROPOSAL

- A. Chance & McCann has provided services to government entities since its inception (thirty-three years) in all of the eleven southern New Jersey counties. The contact information for government agencies for which we have provided litigation services previously include:

Gloucester County Insurance Commission
 Defense Panel Attorney
 Cathy Dodd, c/o PERMA Risk Management Services
 250 Pehle Avenue, Suite 701
 Saddle Brook, NJ 07663
 (201) 587-0555

Cumberland County
 Litigation
 Ted Baker, Esquire
 790 East Commerce Street
 Bridgeton, NJ 08302
 Office: 856-453-2165

Salem County
Litigation
Michael Mulligan, Esquire
317 Shell Road
Penns Grove, NJ 08069
Office: 856-299-2600

Cumberland County Board of Taxation
20+ years
Tax Appeals
Patricia A. Belmont, Vineland, County Tax Administrator
220 N. Laurel Street
Bridgeton, NJ 08302
Phone: (856) 453-7425
100% assistant county tax administrator

City of Millville
2007- 2011
Litigation
Susan Robostello
Lewis N Thompson
City of Millville
PO Box 609
Millville NJ 08332
856-825-7000
100% Litigation

Salem Community College
2008-2009
Solicitor
Peter B Contini
Salem Community College
460 Hollywood Avenue
Carneys Point, NJ 08069
856-299-2100
50% Solicitor
50% General Law

State Trooper NCO Association

Rapid Response –provide representation when there is a use of deadly force in the performance of police duties (until it is determined that the use of that amount of force is justified it is considered a criminal investigation and law enforcement is entitled to be represented)

New Jersey State Police
213 Crosswicks Rd
Bordentown, NJ 08505

Upper Deerfield Township
Prior Solicitor
Harry Dare
Municipal Building
PO Box 5098
1325 State Highway 77
Seabrook, New Jersey 08302
856-451-3811

Stow Creek Township
Prior Solicitor
Dale Cruzan
829 Roadstown Road
Bridgeton, NJ 08302
(856) 451-8822

Downe Township Board of Education
Prior Solicitor
Kenneth Chance
288 Main Street
Newport NJ 08345
856-447-3100

- B.) We have a pattern of consistently controlling litigation. We have an excellent system for calendar control, (outlook, etc). When a case comes in it is assigned to one attorney and one secretary who manages the case beginning to end. Chance & McCann has worked on many occasions as local counsel in complex litigation and accordingly are capable of supervising and collaborating with legal counsel engaged by the County.
- C.) We are knowledgeable with respect to operation of local government units in New Jersey due to the fact that we have worked for large governmental units as set forth above. Accordingly, we would be happy to provide reports to the County as necessary.
- D.) Kevin McCann has been practicing insurance defense work for 35 years and during those 35 years we have had innumerable interactions with re-insurance and excess insurance carriers seeking to adequately reserve files. Shanna McCann is extremely well versed in insurance defense and we have a legal secretary/paralegal that specializes in insurance defense as well. Accordingly, we would be happy to assist the County in the analysis of claims.
- E.) The coordination of litigated claims for County of Gloucester will be no issue for Chance & McCann since we are currently handling litigated claims for County of Gloucester.

G.) Chance & McCann would be happy to assist in the development of Personnel Policies & Procedures. Shanna McCann has handled the development of similar tasks as solicitor for SCC.

H.) Chance & McCann would be happy to provide any and all services required by the County.

ADDITIONAL CONTENTS OF PROPOSAL

1. Although Chance & McCann has submitted a "cost proposal" required by Part 11 of the RFP, Chance & McCann, LLC hereby agrees to and accepts the fee schedule and payment schedule to be promulgated by the County.
2. Our firm's attached brochure, website, and responses within should provide the County with the facts it needs to demonstrate why Chance & McCann is the best qualified vendor to provide the requested services. In summary, however, we are the best vendor for this job because we specialize in the very same areas of law that the County believes are critical per the RFP. Further, we have a broad practice area that would likely cover any other legal issue that may arise. (See Attached materials indicating we have an AV RATING in Martindale Hubbell).

3. We have previously represented various county and municipal entities in workers' compensation and in general litigation including insurance defense. The size and scope of the services required by the County of Gloucester are comparable to other prior and current representation and therefore we are well-equipped to be the defense attorney for the County of Gloucester.

We are currently engaged in at least various matters for the Counties of Cumberland and Salem. These include workplace harassment/retaliation/discrimination, excessive force actions, contract cases, and others. Chance & McCann currently handles a personal injury matter titled Goss v. Gloucester County for the GCIC.

Chance & McCann previously represented the City of Millville in litigation involving a contract dispute. For many years our firm represented Upper Deerfield Township and Stow Creek Township and the Downe Township Board of Education. In addition, Kevin P. McCann has been the Assistant County Tax Administrator of Cumberland County for almost 30 years.

The number of tax appeals in Cumberland County has varied from a low of 150 to a high of 1600 appeals. During the 2008 term, Chance & McCann was the Solicitor for Salem Community College, which is a municipal corporation.

4. Both the Bridgeton and Woodstown offices are well equipped to manage this position. The Woodstown support staff consists of one legal secretary/paralegal (notary public) and legal research capability through Westlaw. Shanna McCann, Esq. primarily works from this Woodstown office. Kevin McCann, Esq. Deana Walsh, Esq. Beth White, Esq. and Philip Davolos, Esq. work at the Bridgeton office. At the Bridgeton office there are three legal secretary/paralegals. (Notary public). Both offices have all of the necessities of a typical office, including a photocopy machine, fax machine, scanner, high speed internet, etc. With respect to equipment, the Bridgeton office also contains office essentials plus a postage machine and a credit card machine. All bookkeeping and billing is done through the Bridgeton office. Both offices are integrated through Microsoft Exchange Server. All attorneys have smart phones and are connected via email at all times to our integrated exchange server.

5. We are registered as a small business enterprise.
6. References:
Gloucester County Freeholder Director, Stephen M. Sweeney
Former Cumberland County Counsel, Brendan Kavanagh, Esquire
Salem County Administration, Earl Gage
7. Chance & McCann is not aware of any conflicts of interest with representing the County of Gloucester.

INTERVIEW

All attorneys would be happy to appear for an interview at the County's convenience.

COST PROPOSAL

All of the costs associated with preparing the defense of a claim will be billed to Gloucester County. Where expert and/or other professionals are required, after prior approval from the County, Chance & McCann will engage the necessary professionals and pass the bill to the County at the actual rate. The applicant proposes the hourly rate of \$150.00 per hour, but will accept a different hourly rate to be promulgated by the Commission.

Part 17.

- J.** See attached Certificate of Employee Report. The contractor agrees to post in conspicuous places notices displaying its affirmative action compliance.

A3

**REQUEST FOR PROPOSAL FOR
TAX ATTORNEY SERVICES**

RFP # 013-027

COUNTY OF GLOUCESTER

**SUBMISSION DEADLINE
AT WHICH TIME PROPOSALS WILL BE OPENED IS**

10:00 A.M.

March 28, 2013

ADDRESS ALL PROPOSALS TO:

**PETE MERCANTI, DIRECTOR
PURCHASING DEPARTMENT
COUNTY OF GLOUCESTER
TWO S. BROAD STREET
WOODBURY, NJ 08096**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING PROPOSAL

COUNTY OF GLOUCESTER
TWO S. BROAD STREET
WOODBURY, NJ 08096

CONTACT PERSON

PETE MERCANTI
Director, Purchasing Department
(856) 853-3420

PURPOSE OF REQUEST

The County of Gloucester is requesting proposals from qualified individuals and firms to provide Tax Attorney services in connection with Gloucester County Tax Appeals for municipalities within the County. Proposals will be evaluated in accordance with the criteria set forth in this RFP. One or more individuals/firms may be selected to provide services.

PERIOD OF CONTRACT

One year from date of award

METHOD OF PAYMENT

Contractor shall be paid in accordance with the 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 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.

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 Gloucester 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 10 days of such meeting 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.

CONTRACT FORM

The successful proposer shall be required to execute the County's form contract, which includes the indemnification, insurance, termination and licensing provisions set forth in this RFP.

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.

**DETAILED REQUIREMENTS OF THE
REQUEST FOR PROPOSAL FOR TAX ATTORNEY LEGAL SERVICES**

1. **GLOUCESTER COUNTY FACTS AND FIGURES** – Gloucester County is a legal, governmental entity. Its governing body consists of seven freeholders, elected at large by eligible voters of Gloucester County.

The County's population is approximately 282,000 and it consists of approximately 329 square miles of area.

It employs approximately 1,500 people in about 29 departments. It owns administration buildings, courthouse buildings and parks and recreation facilities.

It owns correctional services facilities consisting of detention facilities for men.

Its operating budget is approximately \$200 million. It provides significant and diverse services to its residents, including those in the senior, disabled, veterans, and other communities.

2. **NATURE OF SERVICES** – The County of Gloucester is requesting proposals from attorneys or law firms licensed to practice law in the State of New Jersey relative to the provision of Tax Attorney services for real property tax appeals before the New Jersey Courts. Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the PILOT program. Historically, there have been 700 to 2,000 County Appeals and 150 to 200 State Appeals for the entire County. From time to time, it may become necessary to engage legal representation for defense of such appeals.

The intent of this Request for Proposal (RFP) is to obtain a pool of law firms for the Gloucester County Office of Assessment to assist in the resolution or defense of outstanding tax appeals. The attorneys would be required to defend cases before the New Jersey State Tax Court and/or the Gloucester County Tax Board.

To date, there are approximately 187 State appeals pending in New Jersey Tax Court. The successful applicant must have significant experience in effectively representing NJ municipalities and counties in matters which involve novel and complex commercial property tax appeals. Tax Attorney Services will have a close working relationship with the County-wide Regional Tax Assessor's Office and services shall include, but not be limited to:

- A. On an as-needed basis prepares, reviews and opinions on tax related projects;
- B. Assists in reviews and updates of official statements associated with all tax matters;
- C. Perform all tasks related to assigned tax appeals at Tax Court, including

investigation, discovery, court appearance, pleadings preparation, etc.;

- D. Provide legal advice and assistance to the governing body, the Office of County Counsel, and the County Office of Assessment;
- E. Provides advice on legal and financial matters to ensure County's fiscal strengths;
- F. Perform all other tasks as required by the County Office of Assessment;
- G. Attend meetings of the Board of Chosen Freeholders when requested.
- H. Counsel may also be called upon to provide other types of legal services of a specialized nature.

Proposer should educate itself further with regard to additional statistical information which it may need to prepare its proposal.

3. **STANDARD REQUIREMENTS OF TECHNICAL PROPOSAL** - Proposers should submit a technical proposal which contains the following:

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided;
- B. The age of the proposer's firm and the average number of employees over the past three years;
- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed;
- E. A detailed plan for providing the proposed services;
- F. Proof of professional liability insurance in the minimum amount of \$1,000,000;
- G. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement;
- H. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law;
- I. Statement that neither the firm nor any individuals assigned to this engagement

are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency;

- J. A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the County's facilities;
- K. An Affirmative Action Statement (*copy of form attached*);
- L. A completed Non-Collusion Affidavit (*copy of form attached*);
- M. A completed Owner Disclosure Statement (*copy of form attached*);
- N. A statement that the proposer will comply with the General Terms and Conditions required by County, and enter into the County's standard Professional Services Contract;
- O. A copy of the proposer's Business Registration Statement.
- P. A representation that all services will be performed within the United States of America.

4. **SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL –**

- A. Proposer must have a minimum of five (5) years of experience as Tax Attorney servicing a municipality or County;
- B. Proposer must have the education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles;
- C. A listing of all engagements where services similar to this proposal were provided and successful in the past five (5) years. This should include other municipal governments and County governments. Contact information for the recipients of the said services must be provided;
- D. A statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency;
- E. Other factors that the attorney or firm believe demonstrates their services would be beneficial to the County.

5. **PAYMENT SCHEDULE:**

The services provided under this agreement shall be paid for monthly by the County,

payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

The successful proposer shall be compensated for Tax Attorney Services provided pursuant to the contract to be awarded in the amount of **\$150 per hour**. If applicable, the successful proposer may also be reimbursed for certain incidental out-of-pocket expenses approved by the County, or at rates set forth in the contract to be entered into by and between the County and the successful proposer.

6. **LICENSING:**

If the successful proposer or any of its subcontractors is required to maintain a license 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, the successful proposer shall provide to the County a copy of all current licenses to operate in the State of New Jersey. All licenses shall be current and in good standing and shall not be subject to any current action to revoke or suspend.

Successful proposer shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of initiation of any action in status) of license or certification held by the successful proposer or its agents and/or subcontractors. The successful proposer shall during the term of the contract, provide County with proof of renewal of any license for any of proposer's employees, which renewals occur during the term of the contract.

7. **INDEMNIFICATION:**

The successful proposer shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify the County of Gloucester against any claim, loss liability, expense (specifically including but not limited to costs, counsel fees, and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the successful proposer'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 successful proposer's failure to provide for the safety and protection of its employees, or from the successful proposer's performance or failure to perform pursuant to the terms and provisions of this contract.

The successful proposer'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.

8. **INSURANCE:**

The successful proposer shall maintain general liability, automobile liability, and

Worker's Compensation Insurance in amounts and with companies deemed satisfactory by the County.

The insurance company must be licensed to do business in the State of New Jersey and be in compliance with any and all applicable requirements of the State of New Jersey.

The successful proposer shall, simultaneously with the execution of a contract, deliver certifications of said insurance to the County, naming the County as an additional insured.

9. **APPLICABLE LAW:**

The terms and provisions of this contract shall be construed pursuant to the laws of the State of New Jersey.

10. **INDEPENDENT CONTRACTOR STATUS**

The parties acknowledge that the successful proposer is an independent contractor and is not an agent of the County.

11. **TERMINATION:**

Any contract entered into by and between the County and the successful proposer may be terminated as follows:

- A. If successful proposer and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the contractor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
- B. The County shall have the right, in its sole discretion, to declare this agreement terminated in the event of any material breach of this agreement by the successful proposer. Such termination shall be effective upon the expiration of ten calendar(10) days' notice to the successful proposer. However, the County shall not have the right to declare the contract terminated in the event the vendor cures said breach within the notice period.

Note: Supplemental information may be requested and an interview may be required.

12. **COST PROPOSAL** - Proposers should submit a cost proposal which would include all details of any fees to be paid to proposer. The County does not provide payment for or reimbursement for travel expenses.

13. **DISCUSSIONS WITH PROPOSERS** – An oral presentation by a proposer to clarify a proposal may be required at the sole discretion of the County. However, the County may award a contract based on the initial proposals received without discussion with the proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Proposer will not be compensated for making the presentation.

14. **PROPOSAL EVALUATION** - County will select the most advantageous proposal based on all of the evaluation factors set forth at the end of this RFP. However, cost is important to the County. The County may, if deemed useful, attempt to negotiate an acceptable fee with the most qualified proposer. The County will make the award that is in the best interest of the County based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process.

The successful proposer shall be determined by an evaluation of the total content of the proposal submitted. The County reserves the right to:

- a. Not select any of the proposals.
- b. Select only portions of a particular proposer's proposal for further consideration (however, proposers may specify portions of the proposal that they consider "bundled".)
- c. Award a contract for the requested services at any time within 60 days of the selection of the most advantageous proposal. Every proposal should be valid through this time period.

The County shall not be obligated to explain the results of the evaluation process to any proposer.

The County may require proposers to demonstrate any services described in their proposal prior to award.

15. **PROPOSAL LIMITATIONS** - This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the County by issuance of this RFP. The County reserves the right at the County's sole discretion to refuse any proposal submitted.

16. **USE OF INFORMATION** - Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the County to the proposer in connection with this RFP shall remain the property of the County. When in tangible form, all copies of such information shall be returned to the County upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is

subsequently made public by the County or a third party, it shall be held in confidence by the proposer, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

17. PROPRIETARY INFORMATION – Any proposal submitted may become public information. Proprietary information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Proposers must clearly identify in the proposal any specific proprietary information they request be protected. Proposals may be reviewed and assessed by any person at the discretion of the County. All materials submitted become the property of the County of Gloucester and may be returned only at the County's option.

18. GENERAL TERMS AND CONDITIONS –

- A. The County reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and unless otherwise specified by the proposer, to accept any item, items or services in the proposals should it be deemed in the best interest of the County to do so.
- B. In case of failure by the successful proposer, the County of Gloucester may procure the articles or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
- C. The Proposer 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 proposer'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 proposer's failure to provide for the safety and protection of its employees, or from proposer's performance or failure to perform pursuant to the terms and provisions of this Contract. The proposer'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.
- D. The proposer shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability and shall be subject to approval for adequacy of protection.
- E. Each proposal must be signed by the person authorized to do so.

- F.** Where applicable, payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Chosen Freeholder's standard procedures.
- G.** The County of Gloucester is exempt from any State sales tax or Federal excise tax. In submitting its proposal, the proposer certifies that its total base proposal does not include any NJ State Sales Tax.
- H.** The contract shall be in effect for one (1) year from date of award unless otherwise stated.
- I.** Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to proposers. In the case of mailed proposals, the County assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened.
- J.** In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any

regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

- K. All services shall be performed within the United State of America.
- L. All proposals submitted shall include in the price any applicable permits or fees required by any other government entity that has jurisdiction to require the same.
- M. By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the County harmless in any case of any such infringement.
- N. No proposer shall influence, or attempt to influence or cause to be influenced, any county officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- O. No proposer shall cause or influence, or attempt to cause or influence, any county officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
- P. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the county purchasing agent's decision shall be final and conclusive.
- Q. The County of Gloucester shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.
- R. Any prospective proposer who wishes to challenge a proposal specification shall file such challenges in writing with the County Purchasing Department no fewer than Three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of the contract.
- S. The checklist, affidavits, notices and the like presented at the end of this Request for Proposal are a part of this Request for Proposal and shall be completed and submitted as part of this proposal.

END OF GENERAL INSTRUCTIONS

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.

EVALUATION FACTORS 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.	SCORE
A. Proposal contains all required checklist information _____ points	
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ points	
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ points	
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ points	
E. Reasonableness of Cost Proposal _____ points	
TOTALS	

REQUEST FOR PROPOSAL CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL
BELOW

A. An original with Five (5) signed copies of your complete proposal.

SM

B. Non-Collusion Affidavit properly notarized

SM

C. Public Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity.

SM

D. Authorized signatures on all forms.

SM

E. Business Registration Certificate(s) **Must be submitted prior to award**

SM

Note: N.J.S.A 52:32-44 provides that the County shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate for the State of New Jersey, and the business registration certificate of any subcontractors, at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

Chance & McCann, Kevin P. McCann

Person, Firm or Corporation

BY:

Shanna McCann

Shanna McCann
(NAME)

Associate Attorney
(TITLE)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor 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 contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

ss:

I AM an associate

OF THE FIRM OF

Chance + McCann, LLC

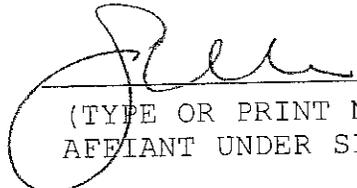
UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE COUNTY OF GLOUCESTER RELIES UPON THE TRUTH OF THE STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THE STATEMENTS CONTAINED IN THIS AFFIDAVIT IN AWARDING THE CONTRACT FOR THE SAID ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OF SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS 11th DAY

OF March 20 13.


(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)


NOTARY PUBLIC OF New Jersey

MY COMMISSION EXPIRES: March 21 2017

DAWN M. CLEAVES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 21, 2017
I.D. #2418827

STOCKHOLDER DISCLOSURE CERTIFICATION
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)
FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION

CHECK ONE:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies

- Partnership Corporation Sole Proprietorship
- Limited Partnership Corporation Limited Liability Partnership Limited Liability
- Subchapter S Corporation Other _____

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: 1998 Where incorporated: New Jersey

Business Address:

201 W. Commerce St. Bridgeton NJ 08302
Street Address City State Zip

8564519100 8564555227 Shannamcann@
Telephone # Fax# Email chancemcann.com

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

Name	Home Address
<u>Kevin McCann</u>	<u>150 Love Lane, Bridgeton, NJ 08302</u>
Name	Home Address

Name Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes No

Signature: [Signature] Date: _____

Printed Name and Title: Shanna McCann, Associate

Sworn and subscribed
before me this 11
day of March 2013

[Signature]

DAWN M. CLEAVES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 21, 2017
I.D. #2418827



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CHANCE & MCCANN L.L.C.
Trade Name:	
Address:	201 WEST COMMERCE STREET BRIDGETON, NJ 08302-1807
Certificate Number:	0721872
Effective Date:	November 04, 1998
Date of Issuance:	August 30, 2012

For Office Use Only:
20120830112733729



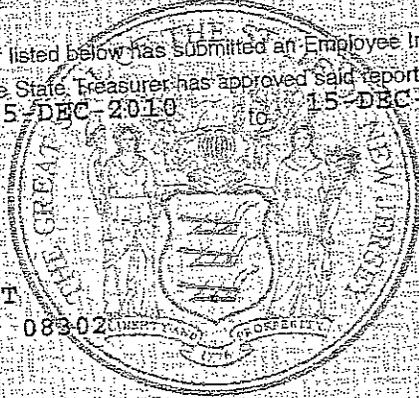
Please send FAX from this edge.

Certification 45865

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2016 to 15-DEC-2017

CHANCE & MCCANN LLC
201 W. COMMERCE STREET
BRIDGETON NJ 08302




Andrew P. Sidamon-Eristoff
State Treasurer

05C31

Please FAX to ...

NOTICE

The undersigned employer hereby gives notice that the payment of compensation to employees and their dependents has been secured in accordance with the provisions of the Employer's Liability Insurance Law, Title 34, Chapter 15, Article 5, Revised Statutes New Jersey, by insuring with the

CUMBERLAND INSURANCE COMPANY INC.

P.O. Box 556

BRIDGETON, NJ 08302-0000

for the period

Beginning 04/01/2012 **Ending** 04/01/2013

Employer CHANCE & MCCANN, LLC

In accordance with the above cited law, notice of compliance must be posted and maintained conspicuously in and about the employer's workplaces.



Cumberland Mutual Fire Insurance Company

P.O. Box 556
Bridgeton, NJ 08302
MUTUAL COMPANY NONASSESSABLE POLICY

Renewal Of: BOP0058774

Policy Number	Policy Period
	From To
BOP 0058774 18	04/03/2012 04/03/2013 12:01 A.M. Standard Time

BUSINESSOWNERS POLICY

Billing Type: INSURED-BILLED

Declarations Page

Name of Insured and Address	Agent
CHANCE & MCCANN, LLC C/O SHEILA MCCANN PO BOX 278 BRIDGETON NJ 08302	CUMBERLAND MUTUAL FIRE INS CO 0000043 PO BOX 556 BRIDGETON NJ 08302 Telephone: 856-451-4050
Business Description: LAW OFFICE	Type of Business: CORP

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BASIC PLUS COVERAGE EXPANDED COVERAGE

Described Premises:

Location 1 201 WEST COMMERCE STREET BRIDGETON, NJ 08302

Location 2 8 NORTH MAIN STREET WOODSTOWN, NJ 08098

Location

C O V E R A G E S	PART I • BUSINESS PROPERTY AND LOSS OF BUSINESS INCOME			
	LIMITS OF LIABILITY			COVERAGES
	Location 1	Location 2	Location	\$ 500 < Deductible—Coverages A and B
	\$ 520,324	\$	\$	A. Buildings*
	\$ 150,000	\$ 50,000	\$	B. Business Personal Property
	\$ INCLUDED	\$ INCLUDED	\$	C. Loss of Business Income—Included Unless Marked "DELETED"
	\$ 10,000	XX	XX	D. Money and Securities • On Premises—All Locations
	\$ 2,000	XX	XX	Money and Securities • Off Premises—All Locations
	% Annual Inflation Factor on Buildings (2% if Blank)*			
C O V E R A G E S	PART II • BUSINESS LIABILITY			
	LIMITS OF LIABILITY			COVERAGE
	\$ 1,000,000			Each Occurrence Limit - Coverage E and F
\$ 5,000			Medical Payments (Cov. F) Limit Per Person	
\$ 2,000,000			General Aggregate / Total Limits	
C O V E R A G E S	Following Applicable if Marked by "X" in Box or Dollar Amount Shown			
	Location 1	Location 2	Location	COVERAGES
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Actual Cash Value on Coverage A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Actual Cash Value on Coverage B	
\$	\$	\$	Burglary and Robbery - Money and Securities • On Premises	
\$	\$	\$	Burglary and Robbery - Money and Securities • Off Premises	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Outdoor (Exterior) Building Glass - Linear Feet	

FORMS AND ENDORSEMENTS OF THIS INSURANCE CONTRACT AT ISSUE DATE (Show Edition Date)

BU0178 (09/07)	BU0190 (09/07)	BU0401 (12/07)	BU0607 (01/03)	BU0820 (12/07)	BU1002 (01/03)
BU1003 (01/03)	BU2514 (06/04)	BU5003 (12/07)	CB0403 (01/08)	MCM411 (01/08)	MCM41B (01/08)

\$ 3,070.00 < Annual Premium
\$ 27.00 < New Jersey Property-Liability Insurance Guaranty Association Surcharge

Certified Terrorism Insurance Premium of \$35.00 is included in the total premium.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

THIS POLICY CONTAINS AGGREGATE LIMITS. SEE PART II D 2 FOR DETAILS.

Countersigned: _____ Date: 02/15/2012

By: Paul J. Ritter
Authorized Representative

INSURED

POLICY NUMBER UMB 0003251 14

The Cumberland Mutual Fire Insurance Company

P.O. Box 556 Bridgeton, NJ 08302

Renewal of UMB 0003251
Issue Date 04/03/2012

COMMERCIAL UMBRELLA LIABILITY FORM DECLARATIONS

Named Insured: CHANCE & MCCANN, LLC
C/O SHEILA MCCANN

and P.O. Address: P.O. BOX 278, 201 W. COMMERCE ST

Number, Street, Town, Country State & Zip No.: BRIDGETON NJ 08302

POLICY PERIOD: FROM 04/03/2012 TO 04/03/2013 12:01 A.M. Standard Time at your Mailing Address above

REPRESENTATIVE: Agent or Broker - CUMBERLAND MUTUAL FIRE INS CO
PO, BOX 556
BRIDGETON NJ 08302

Agent's Code Number
0000043

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS: Corporation Partnership Joint Venture Individual Other — LLC

LIMITS OF INSURANCE

EACH OCCURENCE LIMIT \$ 5,000,000
PERSONAL and ADVERTISING INJURY LIMIT \$ 5,000,000
PRODUCTS- COMPLETED OPERATIONS AGGREGATE LIMIT \$ 5,000,000
GENERAL AGGREGATE LIMIT \$ 5,000,000

RETAINED LIMIT: \$10,000

SCHEDULE OF UNDERLYING INSURANCE

Insuring Company and Policy Number(s)	COVERAGES	LIMITS		
CUMBERLAND MUTUAL FIRE INSURANCE COMPANY BOP 0058774-18 04/03/12 TO 04/03/13	AUTOMOBILE LIABILITY Bodily Injury and Property Damage Liability Combined Non-Owned only	Each Occurrence Limit	Each Accider	
		\$1,000,000		
CUMBERLAND MUTUAL FIRE INSURANCE COMPANY BOP 0058774-18 04/03/12 TO 04/03/13	GENERAL LIABILITY Businessowner's	Personal Injury-Advertising Injury \$1,000,000	Each Occurrence Limit \$1,000,000	General Aggregate Lin \$2,000,000
Policies Containing Products-Completed Listed Below CUMBERLAND MUTUAL FIRE INSURANCE COMPANY BOP 0058774-18 04/03/12 TO 04/03/13	Products-Completed Operations Aggregate Limit	\$1,000,000		\$1,000,000
CUMBERLAND INSURANCE COMPANY INC WCP 0800085-22 04/01/12 TO 04/01/13	EMPLOYER'S LIABILITY	Each Accident \$1,000,000	Disease-Each Employee \$1,000,000	Disease-Polic Limit \$1,000,000
MINIMUM EARNED PREMIUM \$ 850		Total Advance Premium \$		2,190

NEW JERSEY PROPERTY LIABILITY INSURANCE GUARANTY ASSOCIATION SURCHARGE: \$19
CERTIFIED TERRORISM PREMIUM OF \$40 IS INCLUDED IN TOTAL PREMIUM.

Forms and endorsements made a part of this policy at time of issue:

MCL050 (03/08) MCL706 (03/08) MCL711 (04/93) MCL716 (03/08) MCL719 (03/08) MCL722 (04/93)
MCL724 (04/93) MCL727 (03/08) MCL732 (03/08) MCL745 (03/08) MCL749 (11/99) MCL760 (01/08)
MCL763 (01/08) MCL790 (03/08)

These Declarations together with the Forms and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

Countersigned

3/1/12
Date

By:

William D. Harris
Authorized Representative

INSURED

POLICY NO. WCP 0800085 22
PRIOR POLICY NO. WCP 0800085 21

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY SUMMARY INFORMATION PAGE

RENEWAL

CUMBERLAND INSURANCE COMPANY, INC.
BRIDGETON, NEW JERSEY

NJ TAXPAYER IDENTIFICATION NO. 223608034000 BUREAU FILE NO. 254082 NCCI # 17841

Item 1. Name of Insured and Mailing Address
CHANCE & MCCANN, LLC
PO BOX 278, C/O SHELIA MCCANN
BRIDGETON NJ 08302

Representative 0000043
CUMBERLAND MUTUAL FIRE INS CO
PO BOX 556
BRIDGETON NJ 08302

The insured is: LIMITED LIAB CO
Other workplaces not shown above:

See Attached Location Schedule

Item 2. Policy Period: From: 04/01/2012 To: 04/01/2013 12:01 A.M. Standard Time at the Insured's Mailing Address

Item 3. Coverage	<p>A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of New Jersey</p> <p>B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3 A. The limits of our liability under Part Two are:</p> <table data-bbox="763 1263 1588 1357"> <tr> <td>Bodily Injury by Accident</td> <td>1,000,000</td> <td>each accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>1,000,000</td> <td>policy limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>1,000,000</td> <td>each employee</td> </tr> </table> <p>C. Other States Insurance: Part Three of the policy applies to only the states, if any, listed here: Delaware, Maryland, Pennsylvania</p> <p>D. This policy includes these endorsements and schedules. WC000000B WC000419 WC000421C WC000422A WC290306B WC290307</p>	Bodily Injury by Accident	1,000,000	each accident	Bodily Injury by Disease	1,000,000	policy limit	Bodily Injury by Disease	1,000,000	each employee
Bodily Injury by Accident	1,000,000	each accident								
Bodily Injury by Disease	1,000,000	policy limit								
Bodily Injury by Disease	1,000,000	each employee								

Item 4. Premium The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				

Minimum Premium \$257.00 Total Estimated Annual Premium \$3,510.00

Interim Adjustment of premium shall be made: Annually

Servicing Office: 633 Shiloh Pike P.O. Box 556, Bridgeton, NJ 08302 D	Authorized Representative: <i>Paul J Ritter</i> Date: 02/14/2012
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WC 00 00 01B

INSURED

CUMBERLAND INSURANCE COMPANY, INC.
BRIDGETON, NEW JERSEY

Workers Compensation and Employers Liability
Insurance Policy

Policy Number:	WCP 0800085 22
Named Insured:	CHANCE & MCCANN, LLC
Agent:	CUMBERLAND MUTUAL FIRE INS CO

EXTENSION OF INFORMATION PAGE
CLASSIFICATION OF OPERATIONS

Classification Description	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimate Annual Premium
ATTORNEY - ALL EMPLOYEES & C.M.D - NPD	8820	719,098	0.37	2,6
BUILDINGS NOC - OPERATION BY OWNER OR LESSEE	9015	IF ANY	6.68	
ATTORNEY - ALL EMPLOYEES & C.M.D - NPD	8820	IF ANY	0.37	
BUILDINGS NOC - OPERATION BY OWNER OR LESSEE	9015	IF ANY	6.68	
Premium for Increased Limits Part Two, if applicable	6199			\$
Adjustment to Equal Part Two minimum premium	9848			\$2,7
Total Premium subject to experience modification				\$2,6
Premium modified to reflect experience modification of	9898		0.953	
NJ Construction Classification Premium Credit	9046		0.00%	
Total Estimated Standard Premium				\$2,6
Premium Discount, if applicable	0063			
Expense Constant Charge	0900			\$2
Total Estimated Premium				\$2,8
Second Injury Fund Surcharge	0935		7.82%	\$2
Uninsured Employers Fund Surcharge	0936		0.17%	
Terrorism Premium Charge	9740		0.050	\$3
Catastrophe (Other than Certified Acts/Terrorism)	9741		0.010	\$
				\$3,5
Minimum Premium	\$257.00			
Total Estimated Cost	\$3,510.00			
			Deposit Premium	\$3,5
			Prior Amount	
			Amount Due	\$3,5

CUMBERLAND INSURANCE COMPANY, INC
BRIDGETON, NJ

Workers Compensation and Employers Liability
Insurance Policy

Policy Number:	WCP 0800085 22
Named Insured:	CHANCE & MCCANN, LLC
Agent:	CUMBERLAND MUTUAL FIRE INS CO

ADDITIONAL LOCATION SCHEDULE

1. 201 W. COMMERCE STREET BRIDGETON NJ 08302
2. 8 NORTH MAIN STREET WOODSTOWN NJ 08098



IRONSHORE INDEMNITY, INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

(877) IRON-411

Policy #: JL10246601

Expiring Policy #: JL10246600

THIS IS ISSUED BY THE INSURANCE COMPANY SELECTED ABOVE

LAWYERS PROFESSIONAL LIABILITY POLICY

WITH CLAIM EXPENSES INCLUDED IN THE LIMIT OF LIABILITY

DECLARATIONS

This is a Claims Made and Reported Policy, please read it carefully. Amounts incurred as Claim Expenses shall reduce the limit of liability available to pay judgments or settlements and shall also be applied against the deductible.

<p>ITEM 1. NAMED INSURED AND PRINCIPAL ADDRESS:</p> <p>Law Offices Chance & McCann, LLC 201 West Commerce Street P.O.Box 278 Bridgeton, NJ 08302</p>	<p>Item 2. POLICY PERIOD</p> <p>(a) Inception Date: 01/01/13</p> <p>(b) Expiration Date: 01/01/14</p> <p>at 12:01 a.m. both dates at the Principal</p>
<p>ITEM 3. LIMIT OF LIABILITY (inclusive of Claim Expenses)</p> <p>\$ 2,000,000 Each Claim</p> <p>\$ 4,000,000 aggregate limit of liability for all Claims made or deemed made during Policy Period</p>	
<p>ITEM 4. DEDUCTIBLE:</p> <p>\$ 5,000 Each Claim</p> <p>\$ 5,000 Aggregate</p>	
<p>ITEM 5. PREMIUM</p> <p>\$ 16,191.00 + \$145.72 NJ Surcharge</p>	
<p>ITEM 6. RETROACTIVE DATE:</p> <p>FULL</p>	
<p>ITEM 7. FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: LPLCOV.002 (05/09) LPLDEC.002 (05/09) LPLEND.430 (09/09) LPLEND.430PN (09/09) LPLEND.009 (04/09) LPLEND.079 NJ (09/09).</p>	

ITEM 8. INSURER

ADDRESS: c/o Ironshore Insurance Services, LLC
One State Street Plaza
8th Floor
New York, NY 10004

ITEM 9. BROKER

ADDRESS: JLT Facilities, Inc.
22 Century Hill Dr. Ste. 103
Latham NY 12110-1423

LICENSE NUMBER: BR-1080326

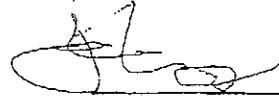
ITEM 10. SURPLUS LINES BROKER:

ADDRESS:

LICENSE NUMBER:

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, FOR THIS POLICY AND THE FOLLOWED POLICY, INCLUDING INFORMATION FURNISHED IN CONNECTION THEREWITH WHETHER DIRECTLY OR THROUGH PUBLIC FILING, AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Date: December 10, 2012
MO/DAY/YR.



Authorized Representative

Our site is transforming - feedback needed!

[Home](#) > [Chance & McCann, LLC](#) > [Offices](#) > Office Profile

Chance & McCann, LLC - Office Profile

About This Firm

Overview

People

Practice Areas & Industries

Offices

3rd-Party Sourced Data

Peer Review Ratings

Chance & McCann, LLC 
 Bridgeton, New Jersey Office
[View all offices](#)

201 West Commerce Street
 Bridgeton, New Jersey 08302
 (Cumberland Co.)

Telephone: 856-451-9100
 Fax: 856-455-5277
<http://www.chancemccann.com>

Office Hours:
 Monday: 08:30 AM-05:00 PM
 Tuesday: 08:30 AM-05:00 PM
 Wednesday: 08:30 AM-05:00 PM
 Thursday: 08:30 AM-05:00 PM
 Friday: 08:30 AM-05:00 PM

[Send Email](#) [View Website](#)

[Bar Register Practice Areas](#)

About this office:

Our firm was founded in 1978 and has a continued heritage in Bridgeton dating back to Robeson McAllister who started practicing in Bridgeton in 1903. Mr. Chance carefully served originally began practicing with Senator McAllister in 1938. Mr. Chance carefully served southern New Jersey for over 60 years. Practicing law for nearly 30 years, Kevin P. McAllister is a Civil Trial Attorney and a Certified Trial Advocate. Chance & McCann has continued with and persistence to serve southern New Jersey. Two of our attorneys are members of the Bar Association while Mr. McCann is a member of the United States District Court of Texas. Mr. McCann has also been admitted pro hoc vice in the States of Delaware, Massachusetts, New York, North Carolina, and Pennsylvania. Our firm utilizes computer Westlaw.

The firm carries the highest rating given by Martindale-Hubbell.

Statement of Practice Summary:

Personal Injury, Medical Malpractice, Products Liability, Insurance Defense, Contract Litigation in Federal and State Courts and Administrative Agencies, Corporation, Bank Negligence, Lender Liability, Workers' Compensation, Municipal, Real Estate and Employment

Year Established: 1978.

POLICY NO. WCP 0800085 22
 PRIOR POLICY NO. WCP 0800085 21
 RENEWAL

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
 POLICY SUMMARY INFORMATION PAGE**

**CUMBERLAND INSURANCE COMPANY, INC.
 BRIDGETON, NEW JERSEY**

NJ TAXPAYER IDENTIFICATION NO. 223608034000 BUREAU FILE NO. 254082 NCCI # 17841

Item 1. Name of Insured and Mailing Address

CHANCE & MCCANN, LLC
 PO BOX 278, C/O SHELLA MCCANN
 BRIDGETON NJ 08302

Representative 0000043

CUMBERLAND MUTUAL FIRE INS CO
 PO BOX 556
 BRIDGETON NJ 08302

The insured is: LIMITED LIAB CO
 Other workplaces not shown above:

See Attached Location Schedule

Item 2. Policy Period; From: 04/01/2012 To: 04/01/2013 12:01 A.M. Standard Time at the Insured's Mailing Address

Item 3. Coverage	<p>A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of New Jersey</p> <p>B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3 A. The limits of our liability under Part Two are:</p> <table style="margin-left: 40px;"> <tr> <td>Bodily Injury by Accident</td> <td>1,000,000</td> <td>each accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>1,000,000</td> <td>policy limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>1,000,000</td> <td>each employee</td> </tr> </table> <p>C. Other States Insurance: Part Three of the policy applies to only the states, if any, listed here; Delaware, Maryland, Pennsylvania</p> <p>D. This policy includes these endorsements and schedules. WC000000B WC000419 WC000421C WC000422A WC290306B WC290307</p>	Bodily Injury by Accident	1,000,000	each accident	Bodily Injury by Disease	1,000,000	policy limit	Bodily Injury by Disease	1,000,000	each employee
Bodily Injury by Accident	1,000,000	each accident								
Bodily Injury by Disease	1,000,000	policy limit								
Bodily Injury by Disease	1,000,000	each employee								

Item 4. Premium The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				

Minimum Premium \$257.00 Total Estimated Annual Premium \$3,510.00

Interim Adjustment of premium shall be made: Annually

Servicing Office: 633 Shiloh Pike
 P.O. Box 556, Bridgeton, NJ 08302

Authorized Representative: *Paul J. Ritter*
 Date: 02/14/2012

CUMBERLAND INSURANCE COMPANY, INC.
BRIDGETON, NEW JERSEY

Workers Compensation and Employers Liability
Insurance Policy

Policy Number:	WCP 0800085 22
Named Insured:	CHANCE & MCCANN, LLC
Agent:	CUMBERLAND MUTUAL FIRE INS CO

EXTENSION OF INFORMATION PAGE
CLASSIFICATION OF OPERATIONS

Classification Description	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
ATTORNEY - ALL EMPLOYEES & C.M.D - NPD	8820	719,098	0.37	2,661
BUILDINGS NOC - OPERATION BY OWNER OR LESSEE	9015	IF ANY	6.68	
ATTORNEY - ALL EMPLOYEES & C.M.D - NPD	8820	IF ANY	0.37	
BUILDINGS NOC - OPERATION BY OWNER OR LESSEE	9015	IF ANY	6.68	
Premium for Increased Limits Part Two, if applicable	6199			\$8
Adjustment to Equal Part Two minimum premium	9848			\$
Total Premium subject to experience modification				\$2,741
Premium modified to reflect experience modification of	9898		0.963	\$2,641
NJ Construction Classification Premium Credit	9046		0.00%	\$
Total Estimated Standard Premium				\$2,641
Premium Discount, if applicable	0063			\$
Expense Constant Charge	0900			\$22
Total Estimated Premium				\$2,863
Second Injury Fund Surcharge	0935		7.82%	\$201
Uninsured Employers Fund Surcharge	0936		0.17%	\$
Terrorism Premium Charge	9740		0.050	\$36
Catastrophe (Other than Certified Acts/Terrorism)	9741		0.010	\$7
				\$3,510
Minimum Premium	\$257.00		Deposit Premium	\$3,510
Total Estimated Cost	\$3,510.00		Prior Amount	\$
			Amount Due	\$3,510

FEB. 23. 2012 8:36AM

CHANCE&MCCANN

NO. 094 P. 5

CUMBERLAND INSURANCE COMPANY, INC
BRIDGETON, NJ

Workers Compensation and Employers Liability
Insurance Policy

Policy Number:	WCP 0800085 22
Named Insured:	CHANCE & MCCANN, LLC
Agent:	CUMBERLAND MUTUAL FIRE INS CO

ADDITIONAL LOCATION SCHEDULE

1. 201 W. COMMERCE STREET BRIDGETON NJ 08302
2. 8 NORTH MAIN STREET WOODSTOWN NJ 08098



Cumberland Mutual Fire Insurance Company

P.O. Box 556
Bridgeton, NJ 08302
MUTUAL COMPANY NONASSESSABLE POLICY

Renewal Of: BOP0058774

Policy Number	Policy Period From	To
BOP 0058774 18	04/03/2012	04/03/2013 12:01 A.M. Standard Time

BUSINESSOWNERS POLICY

Billing Type: INSURED BILLED

Declarations Page

Named Insured and Address:		AGENCY
CHANCE & MCCANN, LLC C/O SHEILA MCCANN PO BOX 278 BRIDGETON NJ 08302		CUMBERLAND MUTUAL FIRE INS CO 0000043 PO BOX 556 BRIDGETON NJ 08302 Telephone: 856-451-4050
Business Description: LAW OFFICE		Type of Business: CORP

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BASIC PLUS COVERAGE EXPANDED COVERAGE

Described Premises:

Location 1 201 WEST COMMERCE STREET BRIDGETON, NJ 08302
Location 2 8 NORTH MAIN STREET WOODSTOWN, NJ 08098
Location

COVERAGES	PART I • BUSINESS PROPERTY AND LOSS OF BUSINESS INCOME			
	LIMITS OF LIABILITY			COVERAGES
	Location 1	Location 2	Location	\$ 500 < Deductible— Coverages A and B
C O V E R A G E S	\$ 520,324	\$	\$	A. Buildings*
	\$ 150,000	\$ 50,000	\$	B. Business Personal Property
	\$ INCLUDED	\$ INCLUDED	\$	C. Loss of Business Income— Included Unless Marked "DELETED"
	\$ 10,000	XX	XX	D. Money and Securities • On Premises — All Locations
	\$ 2,000	XX	XX	Money and Securities • Off Premises — All Locations
				% Annual Inflation Factor on Buildings (2% if Blank)*
C O V E R A G E S	PART II • BUSINESS LIABILITY			
	LIMITS OF LIABILITY			COVERAGE
	\$ 1,000,000			Each Occurrence Limit - Coverage B and F
\$ 5,000			Medical Payments (Cov. F) Limit Per Person	
\$ 2,000,000			General Aggregate / Total Limits	
C O V E R A G E S	Following Applicable if Marked by "x" in Box or Dollar Amount Shown			
	Location 1	Location 2	Location	COVERAGES
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Actual Cash Value on Coverage A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Actual Cash Value on Coverage B	
\$	\$	\$	Burglary and Robbery - Money and Securities • On Premises	
\$	\$	\$	Burglary and Robbery - Money and Securities • Off Premises	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Outdoor (Exterior) Building Glass - Linear Feet	

FORMS AND ENDORSEMENTS OF THIS INSURANCE CONTRACT AT ISSUE DATE (Show Edition Date)

BU0178 (09/07)	BU0190 (09/07)	BU0401 (12/07)	BU0607 (01/03)	BU0820 (12/07)	BU1002 (01/03)	BU0404 (08/93)
BU1003 (01/03)	BU2514 (06/04)	BU5003 (12/07)	CB0403 (01/08)	MCM411 (01/08)	MCM418 (01/08)	

\$ 3,070.00 < Annual Premium
\$ 27.00 < New Jersey Property-Liability Insurance Guaranty Association Surcharge

Certified Terrorism Insurance Premium of \$35.00 is included in the total premium.
THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

THIS POLICY CONTAINS AGGREGATE LIMITS. SEE PART II D 2 FOR DETAILS.

Countersigned: _____ Date: 02/15/2012

By: Paul J. Ritter
Authorized Representative

INSURED



**Cumberland Mutual
Fire Insurance Company**
P.O. Box 556
Bridgeton, NJ 08302
MUTUAL COMPANY NONASSESSABLE POLICY

Renewal Of: BOP0058774

Policy No: BOP 0058774 17	Effective Date: 04/03/2011	Expiration Date: 04/03/2012
12:01 A.M. Standard Time		

Billing Type: INSURED BILLED

Declarations Page

CHANCE & MCCANN, LLC C/O SHEILA MCCANN PO BOX 278 BRIDGETON NJ 08302	CUMBERLAND MUTUAL FIRE INS CO 0000043 PO BOX 556 BRIDGETON NJ 08302 Telephone: 856-451-4030
Business Description: LAW OFFICE	Type of Business: CORP

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BASIC PLUS COVERAGE EXPANDED COVERAGE

Described Premises:
 Location 1 201 WEST COMMERCE STREET BRIDGETON, NJ 08302
 Location 2 8 NORTH MAIN STREET WOODSTOWN, NJ 08099
 Location

PART I - BUSINESS PROPERTY AND LOSS OF BUSINESS INCOME				
LIMITS OF LIABILITY			COVERAGES	
Location 1	Location 2	Location	\$ 500 < Deductible - Coverages A and B	
C	\$ 510,122	\$	A. Buildings*	
B	\$ 150,000	\$ 50,000	B. Business Personal Property	
A	\$ INCLUDED	\$ INCLUDED	C. Loss of Business Income - Included Unless Marked "DELETED"	
S	\$ 10,000	XX	D. Money and Securities* - On Premises - All Locations	
R	\$ 2,000	XX	Money and Securities* - Off Premises - All Locations	
I			% Annual Inflation Factor on Buildings (2% if Blank)*	
A			PART II - BUSINESS LIABILITY	
LIMITS OF LIABILITY			COVERAGE	
\$	1,000,000		Each Occurrence Limit - Coverage B and F	
\$	5,000		Medical Payments (Cov. F) Limit Per Person	
\$	2,000,000		General Aggregate / Total Limits	
Following Applicable if Marked by "X" in Box or Dollar Amount Shown				
LIMITS OF LIABILITY			COVERAGES	
Location 1	Location 2	Location		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Actual Cash Value on Coverage A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Actual Cash Value on Coverage B	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Burglary and Robbery - Money and Securities* - On Premises	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Burglary and Robbery - Money and Securities* - Off Premises	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Outdoor (Exterior) Building Glass - Linear Rect	

FORMS AND ENDORSEMENTS OF THIS INSURANCE CONTRACT AT ISSUE DATE (Show Edition Date)	BUD404	(08/93)
BUD178 (09/07) BUD190 (09/07) BUD402 (12/07) BUD607 (01/03) BUD820 (12/07) BUI002 (01/03)	BUI002	(01/03)
BUI003 (01/03) BUI2514 (06/04) BUS003 (12/07) CB0403 (01/00) MCMALL (01/08) MEM418 (01/08)	MEM418	(01/08)

\$ 3,038.00 < Annual Premium
 \$ 27.00 < New Jersey Property-Liability Insurance Guaranty Association Surcharge

Certified Terrorism Insurance Premium of \$35.00 is included in the total premium.
 THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

THIS POLICY CONTAINS AGGREGATE LIMITS. SEE PART II D 2 FOR DETAILS.

Countersigned: 02/14/2011
 Date

By: *Paul J. Ritter*
 Authorized Representative

INSURED

DECLARATIONS EXTENSION

Policy No.: BOP 0058774 17 Effective: 02/03/2011

ADDITIONAL INTERESTS

We cover the following as their interests are indicated below. For examples:
 Additional Insured for Coverages A, B; or E; Mortgagees for Coverage A;
 Secured Part for Coverage B.

Loc. No.	Interest	Name and Address	Coverage
00001	LOSS PAYEE	GREAT AMERICAN LEASING CORP C/O ABIC SPECIALITY SERV. 5 FL PO BOX 979280 MIAMI FL 33197-9280	
00001	MORTGAGEE	HUDSON UNITED BANK 53 SOUTH LAUREL STREET BRIDGETON NJ 08302	
00001	MORTGAGEE	SUN NATIONAL BANK 226 LANDIS AVE VINELAND NJ 08360	

ADDITIONAL LOCATIONS (Number Additional Locations)

Described Premises
 Location No.
 Location No.
 Location No.

PART I • BUSINESS PROPERTY AND LOSS OF BUSINESS INCOME
 LIMITS OF LIABILITY COVERAGES

BASIS	LIMITS OF LIABILITY			COVERAGES
	Location	Location	Location	
C O V E R A G E S	\$	\$	\$	A. Buildings B. Business Personal Property C. Loss of Business Income - Included Unless Marked "Nil" D. Money and Securities • On Premises - All Locations Money and Securities • Off Premises - All Locations
	\$	\$	\$	
B A S I C	See Declarations	See Declarations		
	See Declarations	See Declarations		

PART II • BUSINESS LIABILITY
 LIMITS OF LIABILITY COVERAGES

OPTIONAL	LIMITS OF LIABILITY			COVERAGES
	Location	Location	Location	
C O V E R A G E S				E. Business Liability F. Medical Payments
O P T I O N A L	Following Applicable if Marked by "x" in Box or Dollar Amount Shown	Following Applicable if Marked by "x" in Box or Dollar Amount Shown	Following Applicable if Marked by "x" in Box or Dollar Amount Shown	Actual Cash Value on Coverage A Actual Cash Value on Coverage B Burglary and Robbery • On Premises Burglary and Robbery • Off Premises Outdoor (Exterior) Building Glass
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Except as Shown Above, the Provisions of the Declarations Page Apply.

The Cumberland Mutual Fire Insurance Company
P.O. Box 556 Bridgeton, NJ 08302

POLICY NUMBER UMB 0003251 13

Renewal of UMB 0003251
Issue Date 04/03/2011

COMMERCIAL UMBRELLA LIABILITY FORM DECLARATIONS

Named insured: CHANCE & MCCANN, LLC
C/O SHEILA MCCANN
and P.O. Address: P.O. BOX 278, 201 W. COMMERCIAL ST
Number, Street, Town, Country State & Zip No.: BRIDGETON NJ 08302
POLICY PERIOD: FROM 04/03/2011 TO 04/03/2012 12:01 A.M. Standard Time at your Mailing Address above
REPRESENTATIVE: Agent or Broker: CUMBERLAND MUTUAL FIRE INS CO
PO BOX 556
BRIDGETON NJ 08302
Agent's Code Number
0000043

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS: Corporation Partnership Joint Venture Individual Other -- LIMITED LIABILITY COMP

LIMITS OF INSURANCE
EACH OCCURENCE LIMIT \$ 5,000,000
PERSONAL and ADVERTISING INJURY LIMIT \$ 5,000,000
PRODUCTS- COMPLETED OPERATIONS AGGREGATE LIMIT \$ 5,000,000
GENERAL AGGREGATE LIMIT \$ 5,000,000

RETAINED LIMIT: \$10,000

SCHEDULE OF UNDERLYING INSURANCE

Insuring Company and Policy Number(s)	COVERAGES	LIMITS		
CUMBERLAND MUTUAL FIRE INSURANCE COMPANY BOP 0058774 17 04/03/11 TO 04/03/12	AUTOMOBILE LIABILITY Bodily Injury and Property Damage Liability Combined Non-Owned only	Each Occurrence Limit \$1,000,000	Each Accident Limit	
CUMBERLAND MUTUAL FIRE INSURANCE COMPANY BOP 0058774 17 04/03/11 TO 04/03/12	GENERAL LIABILITY Businessowner's	Personal Injury-Advertising Injury \$1,000,000	Each Occurrence Limit \$1,000,000	General Aggregate Limit \$2,000,000
Policies Containing Products-Completed Listed Below				
CUMBERLAND MUTUAL FIRE INSURANCE COMPANY BOP 0058774 17 04/03/11 TO 04/03/12	Products-Completed Operations Aggregate Limit		\$1,000,000	\$1,000,000
CUMBERLAND INSURANCE COMPANY INC WCP 0800085 21 04/01/11 TO 04/01/12	EMPLOYER'S LIABILITY	Each Accident \$1,000,000	Disease-Each Employee \$1,000,000	Disease-Policy Limit \$1,000,000
		MINIMUM EARNED PREMIUM \$ 850	Total Advance Premium \$	2,150

NEW JERSEY PROPERTY LIABILITY INSURANCE GUARANTY ASSOCIATION SURCHARGE: \$19

CERTIFIED TERRORISM PREMIUM OF \$40 IS INCLUDED IN TOTAL PREMIUM.

Forms and endorsements made a part of this policy at time of issue:

MCL050 (03/08) MCL708 (03/08) MCL711 (04/08) MCL718 (03/08) MCL719 (03/08) MCL722 (04/08)
MCL724 (04/08) MCL727 (03/08) MCL782 (03/08) MCL745 (03/08) MCL749 (11/08) MCL780 (01/08)
MCL763 (01/08) MCL790 (03/08)

These Declarations together with the Forms and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

Countersigned 3/4/11
Date

By: William D. Harris
Authorized Representative

INSURED

POLICY NO. WCP 0800085 21
 PRIOR POLICY NO. WCP 0800085 20
 RENEWAL

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
 POLICY SUMMARY INFORMATION PAGE

CUMBERLAND INSURANCE COMPANY, INC.
 BRIDGETON, NEW JERSEY

NJ TAXPAYER IDENTIFICATION NO. 223608034000 BUREAU FILE NO. 254082 NOCI # 17941

Item 1. Name of Insured and Mailing Address
 CHANCE & MCCANN, LLC
 PO BOX 278, C/O SHELIA MCCANN
 BRIDGETON NJ 08302

Representative 0000043
 CUMBERLAND MUTUAL FIRE INS CO
 PO BOX 556
 BRIDGETON NJ 08302

The insured is: LIMITED LIAB CO
 Other workplaces not shown above:

See Attached Location Schedule

Item 2. Policy Period: From: 04/01/2011 To: 04/01/2012 12:01 A.M. Standard Time at the Insured's Mailing Address

Item 3. Coverage	<p>A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of New Jersey</p> <p>B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3 A. The limits of our liability under Part Two are:</p> <table border="0"> <tr> <td>Bodily Injury by Accident</td> <td>1,000,000</td> <td>each accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>1,000,000</td> <td>policy limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>1,000,000</td> <td>each employee</td> </tr> </table> <p>C. Other States Insurance: Part Three of the policy applies to only the states, if any, listed here: Delaware, Maryland, Pennsylvania</p> <p>D. This policy includes these endorsements and schedules. WC000000A WC0000419 WC000421C WC000422A WC290305B WC290307</p>	Bodily Injury by Accident	1,000,000	each accident	Bodily Injury by Disease	1,000,000	policy limit	Bodily Injury by Disease	1,000,000	each employee
Bodily Injury by Accident	1,000,000	each accident								
Bodily Injury by Disease	1,000,000	policy limit								
Bodily Injury by Disease	1,000,000	each employee								

Item 4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium \$257.00		Total Estimated Annual Premium \$3,151.00		
Interim Adjustment of premium shall be made: Annually				
Servicing Office: 633 Shiloh Pike P.O. Box 556, Bridgeton, NJ 08302 D		Authorized Representative: <i>Paul J. Ritter</i> Date: 02/14/2011		

WC 00 00 01B

INSURED

CUMBERLAND INSURANCE COMPANY, INC.
BRIDGETON, NEW JERSEY

Workers Compensation and Employers Liability
Insurance Policy

Policy Number:	WCP 0E00083 21
Named Insured:	CHANCE & MCCANN, LLC
Agent:	CUMBERLAND MUTUAL FIRE INS CO

EXTENSION OF INFORMATION PAGE
CLASSIFICATION OF OPERATIONS:

Classification Description	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
ATTORNEY - ALL EMPLOYERS & C.M.D. - NPD	8820	635,128	0.37	2,350
BUILDINGS NOC - OPERATION BY OWNER OR LESSEE	9015	IF ANY	6.06	0
ATTORNEY - ALL EMPLOYERS & C.M.D. - NPD	8820	IF ANY	0.37	0
BUILDINGS NOC - OPERATION BY OWNER OR LESSEE	9015	IF ANY	6.06	0
Premium for Increased Limits Part Two, if applicable	6199			\$78
Adjustment to Equal Part Two minimum premium	9841			\$0
Total Premium subject to experience modification				\$2,428
Premium modified to reflect experience modification	9808		0.974	\$2,365
NJ Construction Classification Premium Credit	9046		0.00%	\$0
Total Estimated Standard Premium				\$2,365
Premium Discount, if applicable	0063			\$0
Expense Constant Charge	6900			\$220
Total Estimated Premium				\$2,585
Second Injury Fund Surcharge	0935		7.60%	\$180
Uninsured Employers Fund Surcharge	0936		0.15%	\$4
Terrorism Premium Charge	9740		0.050	\$318
Catastrophe (Other than Certified Acts/Terrorism)	9741		0.010	\$64
				\$3,151
Minimum Premium	\$257.00			
Total Estimated Cost	\$3,151.00			
			Deposit Premium Prior Amount	\$3,151 \$0
			Amount Due	\$3,151

CUMBERLAND INSURANCE COMPANY, INC
BRIDGETON, NJ

Workers Compensation and Employers Liability
Insurance Policy

Policy Number:	WCP 0800083 21
Named Insured:	CHANCE & MCCANN, LLC
Agent:	CUMBERLAND MUTUAL FIRE INS CO

ADDITIONAL LOCATION SCHEDULE

1. 201 W. COMMERCE STREET BRIDGETON NJ 08302
2. 8 NORTH MAIN STREET WOODSTOWN NJ 08098

WC 00 00 01B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to those laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law, and

12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

PART FIVE - PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX - CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the

public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 19
(Ed. 07/01)

PREMIUM DUE DATE ENDORSEMENT

Section D, of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. Premium is amended to read:
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:
Insured:

Policy No:

Endorsement No:
Premium:

Insurance Company:

Countersigned by _____

WC 00 04 19
(Ed. 07/01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 06 B

NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

With respect to Exclusion C5, this insurance does not cover any and all intentional wrongs within the exception allowed by N.J.S.A. 34:15-8 including but not limited to, bodily injury caused or aggravated by an intentional wrong committed by you or your employees, or bodily injury resulting from an act or omission by you or your employees, which is substantially certain to result in injury.

With respect to Exclusion C7, we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee(s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee(s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F, the "Other Insurance" provisions is replaced with the following:

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: _____ Policy No.: _____ Endorsement No.: _____
Insured: _____ Premium \$ _____
Insurance Company: _____ Counter-signed By: _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.

Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure.
- b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
- c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in item 4 of the Information Page or in the Schedule below:

Schedule

State	Rate	Premium
NJ	0.010	\$60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Policy No: Endorsement No:

Insured: Premium:

Insurance Company:

Countersigned by _____

NEW JERSEY SOLE PROPRIETORS AND PARTNERS COVERAGE ENDORSEMENT

An election was made by the individual proprietor or all partners activity performing services for this business to be deemed to be employees for the purpose of receipt of benefits under the New Jersey Workers' Compensation Law. The Premium for this policy will include the remuneration of the individual proprietor, all partners in any partnership, including all partners in a limited liability partnership or all members in a limited liability company. The premium shall be determined in accordance with Part Five A - "Premium," in this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium \$

Insurance Company:

Countersigned By _____

2012

CHANCE & McCANN

Limited Liability Corporation

201 WEST COMMERCE STREET
BRIDGETON, NEW JERSEY 08302

856 451 9100

Fax: 856 455 5227

Email: kpmccann@chancemccann.com

KEVIN P. McCANN, born Yonkers, New York, October 25, 1947; admitted to bar, 1975, New Jersey, U.S. District Court, District of New Jersey; 1976, U.S. Tax Court; 1979, U.S. Supreme Court, 1989 U.S. Court of Appeals-Third Circuit; 1998, United States District Court of the Southern District of Texas.

Education: Cumberland County College (A.A., 1968); Monmouth University (B.A., 1970); Delaware Law School of Widener University (J.D., 1975); Temple University School of Law (L.L.M. Tax, 1980)

Counsel: Assistant Prosecutor, County of Cumberland, 1976-1981; Prosecutor, City of Bridgeton, 1977-1979; Prosecutor, City of Bridgeton, 1977-1979; Prosecutor, Township of Commercial, 1977-1980; Attorney, Bridgeton Housing Authority, 1980-1984; Assistant County Tax Administrator, 1980--; admitted *pro hoc vice* in the States of Delaware, Maryland, Massachusetts, New York, North Carolina, and Pennsylvania.

Professional Associations: American Bar Association; New Jersey State Bar Association (Member, Taxation Section); Cumberland County Bar Association (Board of Trustees, L.E.G.A.L., 1988-1991, Chairman, Young Lawyers' Section, 1979-1983, President Elect, 1984-1985, President, 1985-1986), Mandatory Automobile Arbitration Panel, 1985--; Association of Trial Lawyers of America, 1978--; New Jersey Branch, Board of Governors, 1982-1996; New Jersey State Bar Association Trustee, 2000-2006; Co-Chair, Task Force on Disaster Planning New Jersey State Bar Association, 2006-; Vice-Chair, Meeting Arrangements & Program Committee New Jersey State Bar Association, 2006-; Secretary, New Jersey State Bar Association, 2007-2008; Treasurer, New Jersey State Bar Association, 2008-2009; Second Vice President, New Jersey State Bar Association, 2009-2010; Vice President, New Jersey State Bar Association, 2010-2011; President Elect, New Jersey State Bar Association, 2011-2012; President New Jersey State Bar Association, 2012-2013; Member Board of Overseers, Widener Law School.

Community Affiliations: Member, Board of Trustees, Cumberland County College, 1984-1993; Board of Trustees of South Jersey Drug Treatment Center, 1985, (President, 1992--); Board of Trustees of the Alumni Association of Widener Law School; Judicial and County Prosecutor Selection Committee, 1992-2000; Advisory Board of Sun National Bank.

Certification: Certified Civil Trial Attorney by Supreme Court of New Jersey, 1986, re-certified 1993, 2000 & 2005, Certified Trial Advocate by National Board of Trial Advocacy, 1991, re-certified, 2000, 2003 & 2006; Member of Statewide Mediation Program for Civil, General Equity, Probate Cases.

Practice Areas: Personal Injury; Civil Rights; Insurance Defense; Products Liability; Medical Malpractice; Workers' Compensation; Commercial Litigation; Banking Law; Estate Planning; Probate; Real Estate; Labor Law, Municipal and Administrative Law; Police Defense Law approved by

New Jersey Police Benevolent Association, New Jersey Fraternal Order of Police, New Jersey State Troopers Fraternal Association, New Jersey State Non-Commissioned Officers, New Jersey State Superior Officers Association , and New Jersey Corrections Officers Association.

Supreme Court of New Jersey



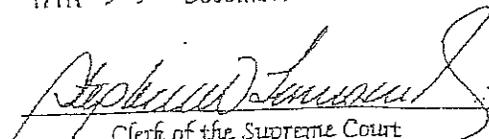
Certificate of Good Standing

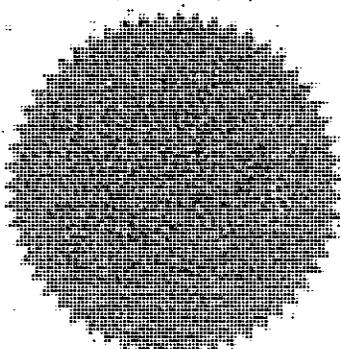
This is to certify that KEVIN P. MC CANN
(No. 015511975) was constituted and appointed an Attorney at Law of New
Jersey on December 09, 1975 and, as such,
has been admitted to practice before the Supreme Court and all other courts of this State
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing"
if the Court's records reflect that the attorney: 1) is current with all assessments
imposed as a part of the filing of the annual Attorney Registration Statement, including,
but not limited to, all obligations to the New Jersey Lawyers' Fund for Client
Protection; 2) is not suspended or disbarred from the practice of law; 3) has not
resigned from the Bar of this State; and 4) has not been transferred to Disability
Inactive status pursuant to Rule 1:20-12.

*Please note that this Certificate does not constitute confirmation of an attorney's
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to
practice law in this State.*

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
17TH day of December, 20 07


Clerk of the Supreme Court



THE SUPREME COURT OF NEW JERSEY

DO ALL YOU WHOSE NAMES SHALL COME, Greeting:
Know ye, that

KEVIN PATRICK MCGINNIS

having applied to the Court an Oral Affidavit of qualification and having been examined as provided for by the Rules of this Court and found qualified, is hereby appointed a

Qualified Civil Trial Attorney,

and he is hereby authorized to so designate himself before the public, the bar and the Courts of this State in accordance with the Rules of this Court during his good behavior for a term of seven years from the date hereof.

IN WITNESS WHEREOF,

I have hereunto set my hand and caused the seal of the Supreme Court to be affixed, at Trenton, this first day of

February, 1986.

Attest:

Arthur J. Leonard

Robert W. Hall Jr.



NATIONAL BOARD OF TRIAL ADVOCACY

Certificate in Civil Trial Advocacy

In the name and by the authority of the National Board of Trial Advocacy, we do hereby certify that

LEONARD M. BROWN

has met all the requirements for Civil Trial Advocacy in

Civil Trial Advocacy

is hereby awarded this certificate of special competence in that field and granted the rights and privileges appertaining to such certification for the term of five years from the date hereof.

Given under our hand and the seal of the
National Board of Trial Advocacy

Geoff H. Fiedler
President and Chairman of the Board



June 3, 1991

Date



Kevin P. McCann

No. 0501197
Cumberland
Assigned: 07/17
Height: 65017 Weight: 130
Eyes: Hrd w/ Dk
DOB: 01/06/47
Card Expires: 01/01/2012

Shanna McCann, Esquire

Chance & McCann, LLC

P.O. Box 10, Woodstown, NJ 08098

Ph: 856.769.9001

Fx: 856.769.9007

shannamccann@chancemccann.com

licensed NJ and PA

Education	Widener University School of Law, J.D., <i>Wilmington, DE</i> (admitted to NJ Bar 2004; admitted to PA bar 2005)	<i>Spring 2003</i>
	Wake Forest University, B.A. Sociology, <i>Winston-Salem, NC</i> (crime, law, and social control)	<i>Spring 2000</i>
Career History	Chance & McCann, LLC, Attorneys at Law, <i>Woodstown, NJ</i> <i>Associate</i>	<i>Spring 07-present</i>
	Salem Community College, Solicitor, <i>Carneys Point, NJ</i>	<i>2008-2009</i>
	Carney's Point Township, Public Defender	<i>2013</i>
	Pittsgrove Township, Public Defender	<i>2008-2010</i>
	Pennsville Township, Public Defender	<i>2008-2011</i>
	United States District Court, Magistrate Judge David R. Strawbridge, <i>Eastern District of Pennsylvania</i> <i>Law Clerk</i>	<i>Summer 2006- Summer 2007</i>
	<ul style="list-style-type: none">• Drafted report and recommendations, orders, letters, and other memoranda for the Judge's signature• Composed jury instructions, assisted in Court• Legal research	
United States District Court, District Lowell A. Reed, Jr. <i>Eastern District of Pennsylvania</i> <i>Law Clerk</i>	<ul style="list-style-type: none">• Drafted orders and other memoranda for the Judge's signature• Aided in drafting the new standing order for Social Security Cases	<i>Fall 2003- Fall 2006</i>
	Other Legal Experience/ Affiliations	New Jersey State Bar Association, Young Lawyer's Division, Executive Committee, Treasurer <i>2007-present</i>
	New Jersey State Bar Association, Trustee to Salem County, Animal Law Committee; <i>2012</i>	
	Prior Ad Hoc Committee for Continuing Legal Education, Election Committee MAPS-Member of the Meeting Arrangements and Program Committee	
	Cumberland County Bar Association, Member, prior Nuts and Bolts Committee Co-Chair	
	Salem County Bar Association, Member, prior Judicial Procurement and Appointments Committee ("JPAC"), Assist with Vincent J Apruzzese Mock Trial Competition	<i>2009 - present</i>
	Riley for Assembly, Campaign Treasurer	<i>2000-2003</i>
	Somers Point Historical Society, Member	<i>Summer 1995</i>
	Mid-Atlantic Environmental Law Center, Intern	

Volunteer Experience	Mid-Atlantic Environmental Law Ctr., Intern, <i>Wilmington, DE</i>	2002-2003
	Sierra Club of Delaware, Volunteer, <i>Wilmington, DE</i>	2001-2003
	Student Environmental Action Coalition, Sub-Committee Chair, <i>Wake Forest University</i>	1998-2000

Awards/ Accomplishments	Named Rising Star – New Jersey Super Lawyers 2011 (Evaluated on 12 indicators of peer recognition and professional achievement)	2011-2013
	New Jersey State Bar Association Young Lawyer Award – Service to the Community	5/2011

Lectures	“The Ethics of Social Media” “How to Read Driver Abstracts and How to Navigate the N.J.S.A. 2C:40-26.”	2010-2012
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Supreme Court of New Jersey



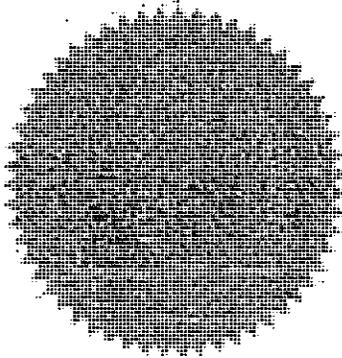
Certificate of Good Standing

This is to certify that SHANNA MC CANN
(No. 009832004) was constituted and appointed an Attorney at Law of New
Jersey on May 28, 2004 and, as such,
has been admitted to practice before the Supreme Court and all other courts of this State
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing"
if the Court's records reflect that the attorney: 1) is current with all assessments
imposed as a part of the filing of the annual Attorney Registration Statement, including,
but not limited to, all obligations to the New Jersey Lawyers' Fund for Client
Protection; 2) is not suspended or disbarred from the practice of law; 3) has not
resigned from the Bar of this State; and 4) has not been transferred to Disability
Inactive status pursuant to Rule 1:20-12.

*Please note that this Certificate does not constitute confirmation of an attorney's
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to
practice law in this State.*

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
17TH day of December, 20 07



Stephen J. Laurin
Clerk of the Supreme Court

INTERNATIONAL DENTIFICATION



Bar No.: 00033200
Cumberland
Admitted: 2004
Height: 05'11" Weight: 130
Eyes: Green Sex: F
DOB: 01/15/78
Shanna McCann
Shanna
Card Expires: 1/2012

PHILIP A. DAVOLOS

8 North Main Street, P.O. Box 10, Woodstown, NJ 08098 • Ph: (856) 769-9001 • Fx: (856) 769-9007 • philipdavolos@chancemccann.com

EDUCATION

Weatherhead School of Management, Case Western Reserve University, Cleveland, Ohio

M.B.A. May 2007; **GPA: 3.81/4.00**; Marketing Club vice president; Professional Council representative.

Case Western Reserve University School of Law, Cleveland, Ohio

J.D. May 2006; **GPA: 3.02/4.00**; merit scholarship; Dean's List fall 2004; Student Bar Association senator.

CALI Award for the highest grade in a writing requirement seminar.

Admitted to the Bar in New Jersey, New York, and Pennsylvania

Candidate for the New Jersey Bar and the Pennsylvania Bar -- pending February 2009 examination.

Cornell University, Ithaca, New York / Tsinghua University, Beijing, China (Inter-University Program)

Graduate Certificate in Chinese Language Studies awarded August 2003.

Citibank School of Banking, New York, New York

Certificate of Credit Risk Management awarded October 2001; overall grade: 91 percent.

Kenyon College, Gambier, Ohio

B.A. May 2001; **GPA: 3.25/4.00**; International Studies major; Economics concentration; Chinese minor.

January 2000 – June 2000: attended a total immersion Chinese language program in Beijing, China; lived in a Chinese dormitory and spoke **only Mandarin Chinese for five months**.

EXPERIENCE

Chance & McCann, L.L.C., Bridgeton and Woodstown, New Jersey, January 2009 – present

- **Associate**, general civil litigation, practice is primarily in New Jersey federal, state and administrative courts.
- Responsible for all phases of litigation: motion practice, discovery, depositions, and assist with trial testimony.
- Litigation experience includes: RICO, federal civil rights actions, statutory retroactivity analysis (palimony), and defense of government employees before the NJ Office of Administrative Law.

Morgan, Lewis & Bockius, LLP, Philadelphia, Pennsylvania, September 2008 – December 2008

- **Contract Attorney**, litigation document review in support of large-scale litigation.
- Review and flag documents for attorney client privilege, assess relevance of key documents for production.
- Performed review of documents for production to SEC based on relevance and privilege.

Grand American Tours, Inc., Morton, Pennsylvania – a privately held group tour operator, May 2007 – May 2008

- **Consultant**, analyzed internal financial statements to improve transactional profitability.

Wolf, Block, Schorr and Solise-Cohen LLP, Norristown, Pennsylvania, December 2007 – January 2008

- **Law Clerk**, 20 hours per-week while preparing for New York Bar Examination.
- Analyzed files, pleadings and motions in support of litigation.
- Researched discovery and rules of evidence, e.g., law regarding release of confidential medical records.

Cooper Levenson April Niedelman & Wagenheim, P.A., Atlantic City, New Jersey, Summer 2005

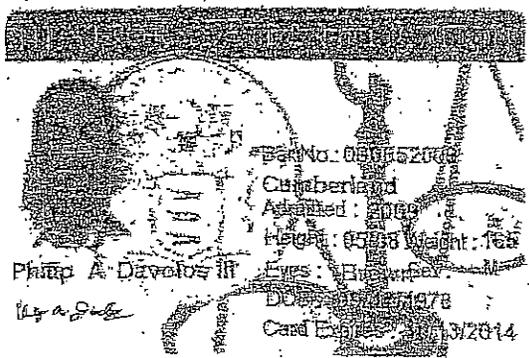
- **Summer Law Clerk**, researched and wrote memoranda, pleadings and motions in support of commercial litigation.
- Acquired particularized knowledge of federal and state franchise laws; Tennessee limited liability company law; federal venue and forum determination; New Jersey statute of frauds exceptions; and New Jersey condominium law.
- Analyzed complex Americans with Disabilities Act and Fair Housing Amendments Act issues.

City of Cleveland Department of Law, Externship Program, Cleveland, Ohio, Spring Semester 2005

- **Law Clerk**, worked 10 hours per week in addition to attending a full schedule of classes.
- Researched and drafted a motion for summary judgment against a § 1983 action.
- Researched and prepared the foundation for a motion in opposition to class certification in an employment discrimination case.

Allied Irish Bank, Capital Markets, Philadelphia, Pennsylvania, June 2001 – January 2003

- **Analyst**, specialized in healthcare and education finance, primarily letter of credit enhancement for variable rate tax-exempt bonds; transactions ranged between \$5m and \$50m.



Identification card for Philip A. Davalos III. The card features a black and white portrait of a man with short hair, wearing a dark jacket. To the right of the portrait, the following information is printed: Card No.: 080552000, Cumberland, Assigned: 2/1989, Height: 6536 Weight: 165, Eyes: Blue, DOB: 05/1978, and Card Expires: 12/2014. Below the name 'Philip A. Davalos III', there is a handwritten signature that appears to be 'P. A. Davalos'.

Card No.: 080552000
Cumberland
Assigned: 2/1989
Height: 6536 Weight: 165
Eyes: Blue
DOB: 05/1978
Card Expires: 12/2014

Philip A. Davalos III
P. A. Davalos

Deana L. Walsh

1 Johns Way, Bridgeton, NJ 08302

Home: (856) 453-0504 Cell: (856) 392-2217 ~ deanawalsh22@yahoo.com

Focused, detail-oriented attorney with expertise in workers' compensation, landlord-tenant, social security disability, family law, estate planning, consumer fraud, and residential real estate. Exceptional writing and negotiating skills. Ability to multi-task. Extremely organized, thorough and prepared. Superior researching and analytical skills.

Bar admissions: Supreme Court of New Jersey December, 1997; and
U. S. District Court of New Jersey December, 1997.

PROFESSIONAL EXPERIENCE

CHANCE & MCGANN, L.L.C, BRIDGETON, NJ

NOVEMBER 2010-PRESENT

Associate Attorney

- Represent clients in Workers Compensation, Personal Injury, and Employment law matters for the firm.
- Assist clients with municipal court, landlord-tenant and small claims court matters.
- Advocate for clients in all family law matters including dissolution, custody and support

SOUTH JERSEY LEGAL SERVICES INC. VINELAND, NJ

FEBRUARY 2007-NOVEMBER 2010

Staff Attorney

- Represent clients in initiating and defending matrimonial dissolution matters. Most cases involve custody, child support, spousal support/alimony and equitable distribution issues: Experience includes taking several cases to trial.
- Initiate and defend Pendent Lite motions and post judgment motions.
- Successfully argue for victims of domestic violence in final restraining order hearings.
- Initiate litigation and defend clients in other types of family law matters including custody, support, parenting time, adoption and grandparent visitation matters.
- Representation of parents in (DYFS) Division of Youth and Family Services matters where children have been removed or are threatened with removal from parental custody.
- Present lectures, continuing education seminars and training to social workers, community organizations, social service agencies and other legal service personnel statewide on family, consumer and housing law subject matters.
- Prepare wills, power of attorney and living wills for eligible clients
- Represent tenants in housing law matters including eviction, habitability and reasonable accommodation.
- developed several new service delivery methods which resulted in assistance to a greater number of clients.
- responsible for the development of several new malpractice protection policies instituted by my employer.

- Author of several articles on legal issues for area newspapers
- Member of Legal Services of New Jersey Family Law Task Force and Housing Law Task Force
- Member of both Cumberland County and Salem County Domestic Violence Working Groups
- Member of Cumberland County Bar Association

JACOB & CHIARELLO, LLC, Millville, NJ

2002 - 2007

Associate Attorney

- Managed all Workers Compensation, Social Security Disability, and Landlord/Tenant matters for the firm. Clients included several large apartment complex owners in multiple jurisdictions.
- Practiced in the area of municipal court, minor criminal defense, and small claims.
- Prepared wills, represented buyers and sellers in real estate settlements, represented financial institutions in refinance and second mortgage transactions.
- Initiated consumer fraud litigation, particularly in construction and home improvement.
- Assisted in local school board matters, parole revocation hearings, civil defense, environmental law and personal injury matters.
- Responsibility for a great deal of brief writing, particularly at the appellate level including several Petitions for Certiorari to the New Jersey Supreme Court and briefs to the Third Circuit Court of Appeals.
- Argued regularly before the Superior Court of New Jersey Appellate Division, being published as result.
- Served as a Condemnation Commissioner for approximately 15 matters in Cumberland County, appointed by the local assignment judge.

GARBER, KASTEN, JARVE & MULLEN, Cherry Hill, NJ

1998

Law Clerk

- Conducted legal research in the areas of plaintiff's personal injury, medical malpractice, and products liability.
- Drafted pleadings, wrote briefs, and prepared motions.
- Summarized depositions and trial transcripts, argued motions in Superior Court, and assisted in preparations for trial and arbitration.
- Assisted in preparing complex cases for trial.

BARTON F. SHARP & SON, Bridgeton, NJ

1988 - 2002

Commercial Lines Agency Underwriter

- Controlled \$5 million book of insurance business; managed large accounts over \$500,000 in premium.
- Investigated claims, negotiated claim settlements, and provided risk management advise.
- Reviewed, edited and negotiated changes in construction contracts to comply with insurance and surety provisions.

- Underwrote surety/bonding business and arranged financing for large premiums.
- Made sales presentations for prospective large accounts.
- Managed agency compliance with multi-state insurance licensing regulations.

EDUCATION

Widener University School of Law, Wilmington, DE

- Juris Doctor, 1997; GPA: 2.734 (equals grade of B in Widener grading system)
- Dean's List, 1997; Honor Grades in Insurance Law
- Public Interest Law Alliance, 1995 - 1997; Intensive Trial Advocacy Program, 1996

Widener University, Chester, PA

- Bachelor of Arts in Political Science, 1987
- Certificate/Minor in Public Administration

VOLUNTEER EXPERIENCE

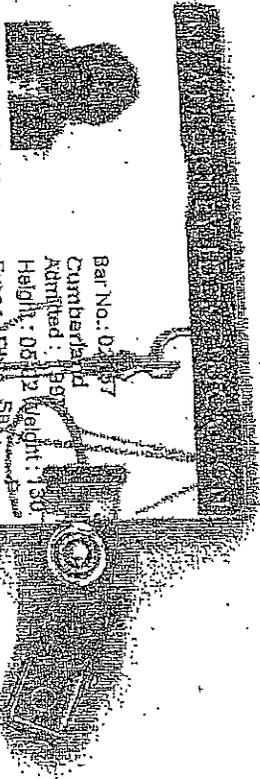
CASA (Court Appointed Special Advocates) of Cumberland, Salem, and Gloucester Counties, 2005 - 2007.

Board Member

- Provided assistance to the board as a whole, the trustees, and executive director in areas of Non profit legal advice, contract, privacy, employment practices and compliance with the group's national by-laws and standards.
- Served one term as board secretary
- Engaged in recruiting activities for prospective volunteers
- Performed fund raising activities for the organization.

Deanna L. Walsh
D. Walsh

Bar No: 03137
Cumberd Id
Admitted : 1991
Height : 05'12" Weight : 130
Eyes : BHN Sex : F
DOB : 01/11/1965
Card Exp : 03/31/2012



BETH HELLRIEGEL WHITE
MEMBER NEW JERSEY BAR
1117 New Pear Street • Vineland, NJ 08360
201 965-5838 • bethwhite889@yahoo.com

EXPERIENCE

New Jersey Superior Court – Municipal Division – Vicinage XV Woodbury, NJ
12/2009 – 5/2011

Position: Administrative Specialist 3

- Oversight of Vicinage XV's 42 municipal courts
- Video Inmate Court for municipal matters
- Legal Research

The Rosner Law Offices

Position: Associate Attorney Vineland, NJ
9/2009 – 12/2009

- Client Interviews
- Case Management
- Deposition & Motion Preparation

The Honorable Georgia M. Curio, A.J.S.C.

Position: Law Clerk Bridgeton and Woodbury, NJ
9/2008 – 9/2009

- Legal Research and Writing – chancery, civil, and land use
- Management of complex municipal court proceedings
- Civil Mediation

New Jersey Superior Court – Law Division – Cumberland County

Position: Summer Intern Bridgeton, NJ
6/2007 – 8/2007

- Legal Research and Writing – chancery, civil, and criminal
- Experienced a variety court matters and mediation
- File and archive management

Cumberland County Surrogate's Office

Position: Intern Bridgeton, NJ
5/2006 – 6/2007

- Drafted legal forms for Surrogate's Website
 - Implemented weekend hours for Surrogate's Office & provided Widener Students with pro bono opportunities
 - Estate Probate, Guardianships, and Adoptions
-

EDUCATION

Widener University School of Law Wilmington, DE

Juris Doctor awarded May 2008

- Editor-in-Chief Widener Law Forum 2007-2008 academic year
- Vice President of Academics and Service, Student Bar Association
- Recipient, Outstanding Student Service Award
- Recipient, SBA President's Award
- Student Director & Creator, Volunteer Estate Assistance Program

Fairleigh Dickinson University – Metropolitan Campus Hackensack, NJ

Paralegal Certification – ABA accredited program

Evening classes while working full-time; maintained A average

Rowan University Glassboro, NJ

Bachelor of Arts in Communications awarded May 2003

Specialization in Writing Arts, *Dean's List*, Minor in Political Science

AFFILIATIONS – CCBA Junior Trustee

INTERESTS – History, Sports, Reading, Writing



Bar No.: 04782004
Cumberlaid
Admitted: 1008
Height: 0514 Weight: 160
EYES: Hazel Sex: F
DOB: 05/25/1981
Card Exp: 07/2010

Beth A. Heffegel

A21

RESOLUTION AUTHORIZING THE REIMBURSEMENT TO CLAYTON IN THE AMOUNT OF \$11,412.50 AND TO PAULSBORO IN THE AMOUNT OF \$47,950.00 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 Clayton and Paulsboro located in the County. N.J.S.A. 54:1-90 provides that every municipality within 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 Clayton and Paulsboro upon his/her finding that Clayton and Paulsboro itself implemented certain aspects of the revaluation. Pursuant to N.J.S.A. 54:1-90(c), Clayton and Paulsboro are entitled to reimbursement for certain costs associated with the revaluation; and

WHEREAS, Clayton and Paulsboro to whom reimbursement will be paid have certified the actual cost incurred by Clayton and Paulsboro for the revaluation by each; and

WHEREAS, the County Assessor of the Gloucester County Office of Assessment has reviewed the submission and recommends reimbursement to Clayton in the amount of \$11,412.50 and Paulsboro in the amount of \$47,950.00.

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 Clayton in the amount of \$11,412.50 and to Paulsboro in the amount of \$47,950.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 8, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**GLOUCESTER COUNTY
OFFICE OF ASSESSMENT**



A4

FREEHOLDER DIRECTOR
Robert M. Damminger

April 23, 2013

Mr. Gerald White
Deputy County Administrator
2 North Broad Street
Woodbury, NJ 08096



RE: Tax Map Reimbursement
Borough of Clayton

Dear Jerry:

COUNTY ASSESSOR
Robyn Glocker-Hammond

I have reviewed the invoices provided by Donna Nestore, CFO for the Borough of Clayton in the amount of \$11,412.50 for tax map reimbursement. Upon review, \$11,412.50 is directly related to tax map revaluation work. I recommend reimbursement to the Borough of Clayton for \$11,412.50.

DIRECTOR
Bonnie L. Longo, MAI, SRA

Sincerely,

Robyn Glocker-Hammond
County Assessor

Clayton Complex, Bldg. A
1200 N. Delsea Drive
Clayton, NJ 08312

Phone 856-307-6445
Fax 856-307-6447

Cc: Donna Nestore, CFO
Borough of Clayton

www.gloucestercountynj.gov

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

A4

**GLOUCESTER COUNTY
OFFICE OF ASSESSMENT**



April 23, 2013

FREEHOLDER DIRECTOR
Robert M. Damminger

Mr. Gerald White
Deputy County Administrator
2 North Broad Street
Woodbury, NJ 08096



RE: Tax Map Reimbursement
Borough of Paulsboro

Dear Jerry:

I have reviewed the invoices dated November 3, 2012 provided by John Salvatore, then CFO for the Borough of Paulsboro in the amount of \$47,950.00 for tax map reimbursement. Upon review, \$47,950.00 is directly related to tax map revaluation work. I recommend reimbursement to the Borough of Paulsboro for \$47,950.00.

COUNTY ASSESSOR
Robyn Glocker-Hammond

DIRECTOR
Bonnie L. Longo, MAI, SRA

Sincerely,

Clayton Complex, Bldg. A
1200 N. Delsea Drive
Clayton, NJ 08312

Robyn Glocker-Hammond
County Assessor

Phone 856-307-6445
Fax 856-307-6447

Cc: LeeAnn Ruggeri, Administrator/CFO
Borough of Paulsboro

www.gloucestercountynj.gov

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

BOROUGH of PAULSBORO



ADMINISTRATION BUILDING

1211 Delaware Street • Paulsboro, New Jersey 08066 • (856) 423-1500

November 3, 2012

Robyn Glocker Hammond, County Assessor
Gloucester County
Clayton Complex
1200 N. Delsea Drive
Clayton, NJ 08312

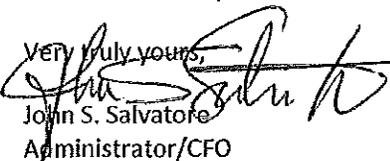
Re: Request for Tax Map Reimbursement
Paulsboro revaluation

Dear Robyn:

Please be advised that the tax map work by Remington and Vernick Engineers related to the revaluation has been completed and they have been paid per their contract with Paulsboro. I am submitting this request now as I am retiring at months end and I am attempting to tie up all loose ends. I have enclosed copies of all paid invoices and vouchers related to this work. They are as follows:

<u>Invoice no.</u>	<u>Date Paid</u>	<u>Amount</u>	<u>Check no.</u>
0814T354-1	7/5/11	\$14,365.54	9609
0814T354-2	7/5/11	\$ 260.00	9609
0814T354-3	7/5/11	\$13,021.70	9609
0814T354-4	8/15/11	\$10,329.52	9711
0814T354-5R	12/19/11	\$ 8950.00	10163
0814T354-6	4/3/12	<u>\$ 1023.24</u>	10587
		\$47,950.00	

I am therefore requesting that Paulsboro be reimbursed the amount of \$47,950.00 for costs related to the revaluation as ordered by Gloucester County. Additionally as the CFO of the Borough of Paulsboro I certify that these invoices have been paid for this work. Please let me know if you require anything else related to this request.

Very truly yours,

John S. Salvatore
Administrator/CFO

Enclosures

Cc: Mayor and Council
Kathy VanScoy, Borough Clerk

446483

NOTICE - Regular meetings are held on the FIRST and THIRD TUESDAYS of each month. Bills to be considered for payment must be presented to the Clerk PROPERLY SWORN TO on this form, on or before THURSDAY preceding the REGULAR MEETING DAYS.

Vendor's Invoice No.
0814T354-3

PURCHASE ORDER - VOUCHER

BOROUGH OF PAULSBORO

1211 DELAWARE STREET • PAULSBORO, NJ 08066

Nº 39183

This number must appear on all correspondence and Bills of Landing.

TO: Remington & Vernick Engineers, Inc.
79 Grove Street
Haddonfield, NJ 08033

DELIVER TO:

White Copy - Treasurer
Yellow Copy - Purchasing
Pink Copy - Vendor

Unless otherwise specified transportation charges MUST BE PREPAID

Date Ordered	Date Required	Salesman	Signature of Department Head	
06/20/11				
JOB# 0814T354				
Description				
Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10-19-2010 as directed by Robyn Glocker-Hammond, C.T.A. under resolution R-43.11.				
Unit Price				
Amount				
				\$13,021.70
Period from 04/19/11 to 05/31/11. Please see attached computer printout. Informational copy sent to applicant.				

NOTICE TO VENDOR OR CONTRACTOR

- Order invalid unless signed by the Borough Administrator.
- Shipping Statement or Bill of Lading **MUST** Accompany delivery of materials.
- Voucher **MUST** be signed and RETURNED to the Borough Clerk **WITHIN THIRTY (30) DAYS** after shipment of materials or services rendered.

Date Signature of Borough Administrator

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its' particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 06/20/11 X Signature *[Signature]* Position CFO

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based in delivery slips acknowledged by a Municipal Official or Employee or other reasonable procedures.

Date Signature Position

APPROPRIATIONS OR ACCOUNTS CHARGED

Type of Check	Approp. Code	Approp. Charged	Amount
B000	01331-20	TAX MAP	13021.70

PAYMENT AUTHORIZED

This above claim was ordered at a meeting held on:

Date

Borough Clerk

PAYMENT RECORD

Date 7/5/11

Check No. 9609

Approved by *[Signature]*
Chairman or member of appropriate committee

Invoice

Remington & Vernick Engineers, Inc.
 Attention: Finance Department
 79 Grove Street
 Haddonfield, NJ 08033



Paulsboro Borough
 Attn: John Salvatore
 1211 Delaware Street
 Paulsboro, NJ 08066-1293

June 20, 2011
 Invoice No: 0814T354 - 3
 Project Manager Mr. Kevin Zelinsky

Project Description:
 Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10/19/2010 as directed by Robyn Glocker-Hammond, C.T.A. under Resolution R-43.11

Client Ref. No.:
 R-43.11
Professional Services from May 1, 2011 to May 31, 2011

Phase	1001	Survey			
Professional Personnel			Hours	Rate	Amount
Survey Dept. Head					
Adamson, Charles		4/19/11	2.00	125.00	250.00
S - tax map review					
Adamson, Charles		5/4/11	4.00	125.00	500.00
S - tax map review					
Adamson, Charles		5/25/11	2.00	125.00	250.00
S - tax map review					
Adamson, Charles		5/26/11	2.00	125.00	250.00
S - tax map review					
Totals			10.00		1,250.00
Total Labor					1,250.00
Total this Phase					\$1,250.00

Phase	1021	Tax Maps			
Professional Personnel			Hours	Rate	Amount
Design Draftsperson					
Young, Stephen		5/6/11	8.00	95.00	760.00
Plotting of various file plans for Tax Map generation.					
Young, Stephen		5/11/11	8.00	95.00	760.00
Plotting of various file plans for Tax Map generation.					
Young, Stephen		5/16/11	8.00	95.00	760.00
Plotting of various file plans for Tax Map generation.					
Young, Stephen		5/17/11	8.00	95.00	760.00
Plotting of various file plans for Tax Map generation.					
Young, Stephen		5/18/11	8.00	95.00	760.00
Plotting of various file plans for Tax Map generation.					

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo (cheryl.acerbo@rve.com) @ 856.795.9595 ext.1001 or Stacey Wright (stacey.wright@rve.com) ext. 1012 Thank you.

Project	0814T354	Computer-Generation of New Set of Tax Ma			Invoice 3
Young, Stephen		5/19/11	8.00	95.00	760.00
Plotting of various file plans for Tax Map generation.					
Young, Stephen		5/20/11	8.00	95.00	760.00
Plotting of various file plans for Tax Map generation.					
Draft/Cadd Dep. Head					
Zelinsky, Kevin		5/4/11	3.00	130.00	390.00
D - Tax Map Plate Layout					
Zelinsky, Kevin		5/26/11	4.00	130.00	520.00
D - Tax Map Plate Layout					
Sr. Des. Drafterperson					
Gannon, William		5/2/11	3.00	105.00	315.00
D - County Taxation Research per County revaluation for State approval 2012					
Gannon, William		5/4/11	5.00	105.00	525.00
D - County Taxation Research per County revaluation for State approval 2012					
Gannon, William		5/5/11	7.00	105.00	735.00
D - County Taxation Research per County revaluation for State approval 2012					
Gannon, William		5/6/11	3.00	105.00	315.00
D - County Taxation Research per County revaluation for State approval 2012					
Gannon, William		5/9/11	5.00	105.00	525.00
D - County Taxation Research per County revaluation for State approval 2012					
Gannon, William		5/11/11	3.00	105.00	315.00
D - County Taxation Research per County revaluation for State approval 2012					
Gannon, William		5/16/11	3.00	105.00	315.00
paulsboro state an county research for tax map formal approval 2011					
Gannon, William		5/18/11	6.00	105.00	630.00
paulsboro state an county research for tax map formal approval 2011					
Gannon, William		5/20/11	3.00	105.00	315.00
paulsboro state an county research for tax map formal approval 2011					
Gannon, William		5/25/11	3.00	105.00	315.00
paulsboro state an county research for tax map formal approval 2011					
Gannon, William		5/26/11	2.00	105.00	210.00
paulsboro state an county research for tax map formal approval 2011					
Gannon, William		5/27/11	4.00	105.00	420.00
paulsboro state an county research for tax map formal approval 2011					
Gannon, William		5/31/11	3.50	105.00	367.50
paulsboro state an county research for tax map formal approval 2011					
Totals			113.50		11,532.50
Total Labor					11,532.50

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo (cheryl.acerbo@rve.com) @ 856.795.9595 ext.1001 or Stacey Wright (stacey.wright@rve.com) ext. 1012 Thank you.

Project 0814T354 Computer-Generation of New-Set of Tax Invoice 3
Ma

Total this Phase \$11,532.50

Phase RE Reimbursables
Reimbursable Expenses

Mileage

239.20

Total Reimbursables

239.20

239.20

Total this Phase

\$239.20

Total this Invoice

\$13,021.70

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo

446483

NOTICE - Regular meetings are held on the FIRST and THIRD TUESDAYS of each month. Bills to be considered for payment must be presented to the Clerk PROPERLY SWORN TO on this form, on or before THURSDAY preceding the REGULAR MEETING DAYS.

Vendor's Invoice No.
0814T354 - 1

PURCHASE ORDER - VOUCHER
BOROUGH OF PAULSBORO
1211 DELAWARE STREET • PAULSBORO, NJ 08066

Nº 39179

This number must appear on all correspondence and Bills of Lading.

TO: Remington & Vernick Engineers, Inc.
79 Grove Street
Haddonfield, NJ 08033

DELIVER TO:

White Copy - Treasurer
Yellow Copy - Purchasing
Pink Copy - Vendor

Unless otherwise specified transportation charges **MUST BE PREPAID**

Date Ordered	Date Required	Salesman	Signature of Department Head	
04/15/11	JOB# 0814T354	Description	Unit Price	Amount
		Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10-19-2010 as directed by Robyn Glocker-Hammond, C.T.A. under resolution R-43.11.		
		Period from 03/01/11 to 03/31/11. Please see attached computer printout. Informational copy sent to applicant.		\$14,365.50

NOTICE TO VENDOR OR CONTRACTOR

- Order invalid unless signed by the Borough Administrator.
 - Shipping Statement or Bill of Lading **MUST** Accompany delivery of materials.
 - Voucher **MUST** be signed and **RETURNED** to the Borough Clerk **WITHIN THIRTY (30) DAYS** after shipment of materials or services rendered.
- Date Signature of Borough Administrator

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its' particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 04/15/11 X Signature [Signature] Position CFO

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based in delivery slips acknowledged by a Municipal Official or Employee or other reasonable procedures.

Date Signature [Signature] Position

APPROPRIATIONS OR ACCOUNTS CHARGED

Type of Check	Approp. Code	Approp. Charged	Amount
BOAC	01-331-20	TAX MAP	14,365.54

PAYMENT AUTHORIZED

This above claim was ordered at a meeting held on:

Date

Borough Clerk

PAYMENT/RECORD

Date 7/5/11

Check No. 9609

Approved by [Signature] Chairman or member of appropriate committee

Invoice

Remington & Vernick Engineers, Inc.
Attention: Finance Department
79 Grove Street
Haddonfield, NJ 08033



Paulsboro Borough
Attn: John Salvatore
1211 Delaware Street
Paulsboro, NJ 08066-1293

April 15, 2011
Invoice No: 0814T354 - 1
Project Manager Mr. Kevin Zelinsky

Project Description:
Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10/19/2010 as directed by Robyn Glocker-Hammond, C.T.A. under Resolution R-43.11

Client Ref. No.:
R-43.11

Professional Services from March 1, 2011 to March 31, 2011

Phase	1001	Survey			
Professional Personnel					
			Hours	Rate	Amount
Survey Dept. Head					
Adamson, Charles		3/11/11	2.00	125.00	250.00
S - supervision & coordination					
Adamson, Charles		3/22/11	4.00	125.00	500.00
S - tax map review					
Totals			6.00		750.00
Total Labor					750.00
				Total this Phase	\$750.00

Phase	1021	Tax Maps			
Professional Personnel					
			Hours	Rate	Amount
Design Draftsperson					
Young, Stephen		2/16/11	8.00	95.00	760.00
D - Tax Map Plate Layout - Plates 4-9					
Young, Stephen		2/17/11	8.00	95.00	760.00
D - Tax Map Plate Layout - Plates 4-9					
Young, Stephen		2/22/11	8.00	95.00	760.00
D - Tax Map Plate Layout - Plates 4-9					
Young, Stephen		2/23/11	4.00	95.00	380.00
D - Tax Map Plate Layout - Plates 4-9					
Young, Stephen		3/1/11	8.00	95.00	760.00
D - Tax Map Plate Layout					
Young, Stephen		3/2/11	8.00	95.00	760.00
D - Tax Map Plate Layout					
Young, Stephen		3/15/11	3.50	95.00	332.50
D - Tax Map Plate Layout					

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo

Project	0814T354	Computer-Generation of New Set of Tax Ma	Invoice 1	
Draft/Cadd Dep. Head				
Zelinsky, Kevin	2/7/11	4.00	130.00	520.00
D - County Taxation Research				
Zelinsky, Kevin	2/17/11	4.00	130.00	520.00
D - Tax Map Plate Layout				
Zelinsky, Kevin	3/14/11	2.00	130.00	260.00
D - Deed Review				
Zelinsky, Kevin	3/16/11	3.00	130.00	390.00
D - Deed Protraction				
Sr. Des. Drafter/Person				
Gannon, William	2/4/11	5.00	105.00	525.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/7/11	5.00	105.00	525.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/8/11	3.00	105.00	315.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/9/11	2.00	105.00	210.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/10/11	4.00	105.00	420.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/11/11	6.00	105.00	630.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/14/11	4.00	105.00	420.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/15/11	6.00	105.00	630.00
paulsboro borough state an county research for formal review of cad system tax maps 2011				
Gannon, William	2/16/11	4.00	105.00	420.00
paulsboro tax map 2011 research for state an county for formal approval				
Gannon, William	2/18/11	6.00	105.00	630.00
paulsboro tax map 2011 research for state an county for formal approval				
Gannon, William	2/22/11	6.00	105.00	630.00
paulsboro tax map 2011 research for state an county for formal approval				
Gannon, William	2/23/11	4.00	105.00	420.00
paulsboro tax map 2011 research for state an county for formal approval				
Gannon, William	2/25/11	6.00	105.00	630.00
paulsboro tax map 2011 research for state an county for formal approval				
Gannon, William	2/28/11	3.00	105.00	315.00
paulsboro tax map 2011 research for state an county for formal approval				

Project	0814T354	Computer-Generation of New Set of Tax Ma	Invoice 1
	Totals	124.50	12,922.50
	Total Labor		12,922.50
		Total this Phase	\$12,922.50

Phase	RE	Reimbursables	
Reimbursable Expenses			
	Mileage		195.04
	Other Reimbursables		498.00
	Total Reimbursables		693.04
		Total this Phase	\$693.04
		Total this Invoice	\$14,365.54

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo (cheryl.acerbo@ma.com) @ 958 705 0505 ext 1004 or Steacy Wright (steacywright@ma.com) ext. 1010 Thank you

Billing Backup

Wednesday, April 20, 2011

Remington & Vernick Engineers, Inc.

Invoice 1 Dated 4/15/11

12:00:03 P

Phase	1001	Survey		
			Total this Phase	\$750.00

Phase	1021	Tax Maps		
			Total this Phase	\$12,922.50

Phase	RE	Reimbursables		
Reimbursable Expenses				
Mileage				
EX 000000018692	2/4/11	Gannon, William / paulsboro	28.52	
EX 000000018692	2/7/11	Gannon, William / paulsboro	26.68	
EX 000000018692	2/10/11	Gannon, William / paulsboro	29.44	
EX 000000018692	2/11/11	Gannon, William / paulsboro	30.36	
EX 000000018692	2/15/11	Gannon, William / paulsboro	26.68	
EX 000000018693	2/16/11	Gannon, William / paulsboro	26.68	
EX 000000018693	2/25/11	Gannon, William / paulsboro	26.68	
Other Reimbursables				
AP 000000119228	2/23/11	Gloucester County Reg. of Deeds & County	450.00	
AP 000000119797	3/30/11	New Jersey Dept. of Transportation	48.00	
		Total Reimbursables	693.04	693.04
			Total this Phase	\$693.04
			Total this report	\$14,365.54

10066389



REMINGTON & VERNICK ENGINEERS, INC.
DISBURSEMENT ACCOUNT
232 KINGS HIGHWAY EAST
HADDONFIELD, NJ 08033

55-136/312 CHECK DATE February 23, 2011

PAY Four Hundred Fifty and 00/100 Dollars

AMOUNT \$450.00

TO Gloucester County Reg. of Deeds & County Clerks Office
1st Floor Room 103
Woodbury NJ 08096

VOID AFTER 90 DAYS

⑈ 10066389 ⑆ 031201360 ⑆ 4248775912 ⑆

REMINGTON & VERNICK ENGINEERS, INC.
DISBURSEMENT ACCOUNT

10066389

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
022211BG	2/22/11	000000119228	450.00	0.00	0.00	450.00
Gloucester County Reg. of Deeds & County Clerks Office TD-DISB-RV 1	GCRDCO	Totals	450.00	0.00	0.00	450.00

RV

REMINGTON & VERNICK ENGINEERS

Check Request Form

8CR000
20106

Requested

by:

Bill Gannon

Date:

2/22/11

Check

needed by:

ASAP

Amount:

450.00

Job #:

08-14T-354

G/L account:

(if applicable)

(finance use only)

Payable to:

Gloucester County Reg of Deeds & Clerk office

Address:

1st floor Room 103 County Clerk Office
Woodbury New Jersey 08096

Reason:

Prepare tax maps for CAD System & State
Approval

Manager
Approval:

[Signature]

Corporate
Approval:

[Signature]

Note:

The person requesting the check will be responsible for mailing it.

Bill Gannon

10066714



REMINGTON & VERNICK ENGINEERS, INC.
DISBURSEMENT ACCOUNT
232 KINGS HIGHWAY EAST
HADDONFIELD, NJ 08033

55-136/312 CHECK DATE March 30, 2011

PAY Forty Eight and 00/100 Dollars

AMOUNT \$48.00

TO New Jersey Dept. of Transportation
1035 Parkway Avenue
PO Box 600
Trenton NJ 08625

VOID AFTER 90 DAYS

⑈ 10066714⑈ ⑆031201360⑆ 4248775912⑈

REMINGTON & VERNICK ENGINEERS, INC.
DISBURSEMENT ACCOUNT

10066714

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
030411KZ	3/4/11	000000119797	48.00	0.00	0.00	48.00
New Jersey Dept. of Transportation TD-DISB-RV 10 NJDOT		Totals	48.00	0.00	0.00	48.00

RV

REMINGTON & VERNICK ENGINEERS

Check Request Form

NJDOT

Requested

Check

by: Kevin R. Zelinsky Date: 3/4/2011 needed by: next check run

Amount: \$48.00 Job #: 0814T354 G/L account: 520-01-06-00
(if applicable) (finance use only)

Payable to: NJDOT

Address: Engineering Documents Unit

P.O. Box 600

1035 Parkway Avenue

Trenton, NJ 08625-0600

Reason: Roadway Plans/Right-of-way Plans for the Paulshoro tax parcel mapping
project-(see attached)

Manager
Approval:



Corporate
Approval:



Note: **The person requesting the check will be responsible for mailing it.**

1035 Parkway Ave.
PO Box 600
Trenton, NJ 08625



NJDOT-Engineering Documents Unit

Phone # 609-530-5587

Fax # 609-530-6626

Ship To
Remington & Vernick 232 Kings Highway East Haddonfield, NJ 08033

Invoice

Invoice # 6533

Date 3/4/2011

Terms Net 30

Rep BJH

P.O. #

Attn: K. Zelinsky

Request #	10978
Cust. Job Rt. 295	

Quantity	Description	Price Each	Amount
10	Roadway Plan(s)	2.00	20.00
14	Right-Of-Way Plan(s)	2.00	28.00

In order to insure proper credit to your account, return payment with a copy of this invoice in the envelope provided.
MAKE CHECKS PAYABLE TO: NJDOT
Thank You

Total Due

\$48.00

Invoice

Remington & Vernick Engineers, Inc.
Attention: Finance Department
79 Grove Street
Haddonfield, NJ 08033



Paulsboro Borough
Attn: John Salvatore
1211 Delaware Street
Paulsboro, NJ 08066-1293

May 19, 2011
Invoice No: 0814T354 - 2
Project Manager Mr. Kevin Zelinsky

Project Description:
Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10/19/2010 as directed by Robyn Glocker-Hammond, C.T.A. under Resolution R-43.11

Client Ref. No.:
R-43.11

Professional Services from April 1, 2011 to April 30, 2011

Phase	1021	Tax Maps			
Professional Personnel			Hours	Rate	Amount
Draft/Cadd Dep. Head					
Zelinsky, Kevin		4/5/11	2.00	130.00	260.00
D - Deed Review					
Totals			2.00		260.00
Total Labor					260.00
				Total this Phase	\$260.00
				Total this Invoice	\$260.00

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo (cheryl.acerbo@rve.com) @ 856 705 0505 ext 1001 or Stacy Wright (stacy.wright@rve.com) ext 1012 Thank you!

446483

NOTICE - Regular meetings are held on the FIRST and THIRD TUESDAYS of each month. Bills to be considered for payment must be presented to the Clerk PROPERLY SWORN TO on this form, on or before THURSDAY preceding the REGULAR MEETING DAYS.

Vendor's Invoice No.
0814T354 - 4

PURCHASE ORDER - VOUCHER
BOROUGH OF PAULSBORO
1211 DELAWARE STREET • PAULSBORO, NJ 08066

No. 39968
~~39188~~

This number must appear on all correspondence and Bills of Lading.

TO: Remington & Vernick Engineers, Inc.
79 Grove Street
Haddonfield, NJ 08033

DELIVER TO:

White Copy - Treasurer
Yellow Copy - Purchasing
Pink Copy - Vendor

Unless otherwise specified transportation charges **MUST BE PREPAID**

Date Ordered	Date Required	Salesman	Signature of Department Head	
07/21/11				
Quantity	IOB# 0814T354	Description	Unit Price	Amount
		Computer generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10-19-2010 as directed by Robyn Glocker-Hammond, C.T.A. under resolution R-43.11.		
		Period from 06/01/11 to 06/30/11. Please see attached computer printout. Informational copy sent to applicant.		\$10,329.52

NOTICE TO VENDOR OR CONTRACTOR

- Order invalid unless signed by the Borough Administrator.
 - Shipping Statement or Bill of Lading **MUST** Accompany delivery of materials.
 - Voucher **MUST** be signed and **RETURNED** to the Borough Clerk **WITHIN THIRTY (30) DAYS** after shipment of materials or services rendered.
- Date Signature of Borough Administrator

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its' particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 07/21/11 X Signature [Signature] Position CFO

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based in delivery slips acknowledged by a Municipal Official or Employee or other reasonable procedures.

Date 8/17/11 Signature [Signature] Position Tax Assessor

APPROPRIATIONS OR ACCOUNTS CHARGED

Type of Check	Approp. Code	Approp. Charged	Amount
Boro	01-331-20	TAX MAPS	10329.52

PAYMENT AUTHORIZED

This above claim was ordered at a meeting held on: _____ Date _____

Borough Clerk

PAYMENT RECORD
Date 8/15/11

Check No. 9711

Approved by [Signature] Chairman or member of appropriate committee

Invoice

Remington & Vernick Engineers, Inc.
 Attention: Finance Department
 79 Grove Street
 Haddonfield, NJ 08033



Paulsboro Borough
 Attn: John Salvatore
 1211 Delaware Street
 Paulsboro, NJ 08066-1293

July 21, 2011
 Invoice No: 0814T354 - 4
 Project Manager Mr. Kevin Zelinsky

Project Description:
 Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10/19/2010 as directed by Robyn Glocker-Hammond, C.T.A. under Resolution R-43.11

Client Ref. No.:
 R-43.11
Professional Services from June 1, 2011 to June 30, 2011

Phase	1001	Survey			
Professional Personnel			Hours	Rate	Amount
Survey Dept. Head					
Adamson, Charles		6/1/11	2.00	125.00	250.00
S - tax map review					
Adamson, Charles		6/8/11	2.00	125.00	250.00
S - tax map review					
Adamson, Charles		6/21/11	2.00	125.00	250.00
S - tax map review					
Totals			6.00		750.00
Total Labor					750.00
Total this Phase					\$750.00

Phase	1021	Tax Maps			
Professional Personnel			Hours	Rate	Amount
Design Draftsperson					
Young, Stephen		6/1/11	8.00	95.00	760.00
D - Tax Maps					
Young, Stephen		6/2/11	8.00	95.00	760.00
D - Tax Maps					
Young, Stephen		6/3/11	8.00	95.00	760.00
D - Tax Maps					
Young, Stephen		6/6/11	8.00	95.00	760.00
D - Tax Maps					
Young, Stephen		6/7/11	8.00	95.00	760.00
D - Tax Maps					
Young, Stephen		6/8/11	8.00	95.00	760.00
D - Tax Maps					

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo (cheryl.acerbo@rve.com) @ 856.795.9595 ext.1001 or Stacey Wright (stacey.wright@rve.com) ext. 1012 Thank you.

Project	0814T354	Computer-Generation of New Set of Tax Ma			Invoice 4
Young, Stephen		6/10/11	5.00	95.00	475.00
D - Tax Maps					
Young, Stephen		6/14/11	4.00	95.00	380.00
D - Tax Maps					
Young, Stephen		6/15/11	8.00	95.00	760.00
D - Tax Maps					
Draft/Cadd Dep. Head					
Zelinsky, Kevin		6/1/11	3.00	130.00	390.00
D - Tax Map Plate Layout					
Sr. Des. Drafterperson					
Gannon, William		6/2/11	8.00	105.00	840.00
paulsboro tax maps state an county research for formal approval by state for revaluation					
Gannon, William		6/7/11	4.00	105.00	420.00
paulsboro tax maps state an county research for formal approval by state for revaluation					
Gannon, William		6/8/11	6.00	105.00	630.00
paulsboro tax maps state an county research for formal approval by state for revaluation					
Gannon, William		6/9/11	1.00	105.00	105.00
paulsboro tax maps state an county research for formal approval by state for revaluation					
Gannon, William		6/10/11	3.00	105.00	315.00
paulsboro tax maps state an county research for formal approval by state for revaluation					
Gannon, William		6/14/11	6.00	105.00	630.00
paulsboro tax maps state an county research for formal approval by state for revaluation					
Totals			96.00		9,505.00
Total Labor					9,505.00
				Total this Phase	\$9,505.00

Phase	RE	Reimbursables		
Reimbursable Expenses				
Mileage				74.52
		Total Reimbursables		74.52
			Total this Phase	\$74.52
			Total this Invoice	\$10,329.52

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Cheryl Acerbo (cheryl.acerbo@rve.com) @ 856.795.9595 ext. 1001 or Stacey Wright (stacey.wright@rve.com) ext. 1012 Thank you.

NOTICE: Regular meetings are held on the FIRST and THIRD TUESDAYS of each month. Bills to be considered for payment must be presented to the Clerk PROPERLY SWORN TO on this form, on or before THURSDAY preceding the REGULAR MEETING DAYS.

39968 E

Vendor's Invoice No.

PURCHASE ORDER - VOUCHER

No. ~~40762~~

0814T354 - SP

BOROUGH OF PAULSBORO

1211 DELAWARE STREET • PAULSBORO, NJ 08066

This number must appear on all correspondence and Bills of Lading.

TO: Remington & Vernick Engineers, Inc.
79 Grove Street
Haddonfield, NJ 08033

DELIVER TO:

White Copy - Treasurer
Yellow Copy - Purchasing
Pink Copy - Vendor

Unless otherwise specified transportation charges **MUST BE PREPAID**

Date Ordered	Date Required	Salesman	Signature of Department Head	
Quantity 12/02/11	JOB# 0814T354		Unit Price	Amount
	Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10-19-2010 as directed by Robyn Glocker-Hammond, C.T.A. under resolution R-43.11.			
	Professional Services through 07/31/11. Please see attached invoice. Informational copy sent to applicant.			\$8,950.00

NOTICE TO VENDOR OR CONTRACTOR

- Order invalid unless signed by the Borough Administrator.
- Shipping Statement or Bill of Lading **MUST** Accompany delivery of materials.
- Voucher **MUST** be signed and **RETURNED** to the Borough Clerk **WITHIN THIRTY (30) DAYS** after shipment of materials or services rendered.

Date Signature of Borough Administrator

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its' particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 12/02/11 X Signature Position CFO

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based in delivery slips as acknowledged by a Municipal Official or Employee or other reasonable procedures.

Date Signature Position

APPROPRIATIONS OR ACCOUNTS CHARGED

Type of Check	Approp. Code	Approp. Charged	Amount
Boro	01-331-20	TAX MAPS	8950.00

PAYMENT AUTHORIZED

This above claim was ordered at a meeting held on:

Date

Borough Clerk

PAYMENT RECORD

Date 12/19/11

Check No. 10163

Approved by
Chairman or member of appropriate committee

Invoice

Remington & Vernick Engineers, Inc.
Attention: Finance Department
79 Grove Street
Haddonfield, NJ 08033



Paulsboro Borough
Attn: John Salvatore
1211 Delaware Street
Paulsboro, NJ 08066-1293

December 02, 2011
Invoice No: 0814T354 - 5R
Project Manager Mr. Kevin Zelinsky

Project Description:
Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10/19/2010 as directed by Robyn Glocker-Hammond, C.T.A. under Resolution R-43.11

Client Ref. No.:
R-43.11

Professional Services through July 31, 2011

Phase	1001	Survey			
Professional Personnel			Hours	Rate	Amount
	Survey Dept. Head				
	Adamson, Charles	7/14/2011	2.00	125.00	250.00
	S - tax map review				
	Adamson, Charles	7/22/2011	4.00	125.00	500.00
	S - tax map review				
	Totals		6.00		750.00
	Total Labor				750.00
				Total this Phase	\$750.00

Phase	1021	Tax Maps			
Professional Personnel			Hours	Rate	Amount
	Design Draftsperson				
	Young, Stephen	6/16/2011	8.00	95.00	760.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/17/2011	8.00	95.00	760.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/20/2011	8.00	95.00	760.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/21/2011	8.00	95.00	760.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/22/2011	8.00	95.00	760.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/27/2011	9.00	95.00	855.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/28/2011	9.00	95.00	855.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/29/2011	9.00	95.00	855.00
	D - Tax Map Plate Layout				
	Young, Stephen	6/30/2011	8.00	95.00	760.00
	D - Tax Map Plate Layout				

When remitting payment, please reference our Invoice no. If you have a billing question, please contact: Stacy DiMeglio (stacy.dimeglio@rve.com) @ 856.795.9595 ext.1004 or Stacey Wright (stacey.wright@rve.com) ext. 1012 Thank you.

Project	0814T354	Computer-Generation of New Set of Tax Ma			Invoice	5R
Young, Stephen		7/6/2011	8.00	95.00	760.00	
D - Tax Map Plate Layout						
Sr. Des. Drafterperson						
Gannon, William		6/20/2011	3.00	105.00	315.00	
paulsboro tax maps state an county research an calculations for revaluation 2012						
Totals			86.00		8,200.00	
Total Labor						8,200.00
					Total this Phase	\$8,200.00
					Total this Invoice	\$8,950.00

Billings to Date

	Current	Prior	Total	Received
Labor	8,950.00	36,970.00	45,920.00	
Expense	0.00	1,006.76	1,006.76	
Totals	8,950.00	37,976.76	46,926.76	37,976.76

When remitting payment, please reference our invoice no. If you have a billing question, please contact: Stacy DiMeglio (stacy.dimeglio@rve.com) @ 856.795.9595 ext.1004 or Stacey Wright (stacey.wright@rve.com) ext. 1012 Thank you.

446483

NOTICE - Regular meetings are held on the FIRST and THIRD TUESDAYS of each month. Bills to be considered for payment must be presented to the Clerk PROPERLY SWORN TO on this form, on or before THURSDAY preceding the REGULAR MEETING DAYS.

39968

Vendor's Invoice No.

PURCHASE ORDER - VOUCHER

Nº **41635**

0814T354-6.....

BOROUGH OF PAULSBORO

1211 DELAWARE STREET • PAULSBORO, NJ 08066

This number must appear on all correspondence and Bills of Landing.

TO: Remington & Vernick Engineers, Inc.
79 Grove Street
Haddonfield, NJ 08033

DELIVER TO:

White Copy - Treasurer
Yellow Copy - Purchasing
Pink Copy - Vendor

Unless otherwise specified transportation charges **MUST BE PREPAID**

Date Ordered	Date Required	Salesman	Signature of Department Head

Quantity	Description	Unit Price	Amount
03/16/12	JOB# 0814T354		
	Computer-generate new tax map set for the Borough of Paulsboro for revaluation compliance purposes, per proposal M2010-144, dated 10-19-2010 as directed by Robyn Glocker-Hammond, C.T.A. under resolution R-43.11.		
			\$1,023.24
	Professional Services through 2/29/12. Please see attached invoice. Informational copy sent to applicant.		

NOTICE TO VENDOR OR CONTRACTOR

- Order invalid unless signed by the Borough Administrator.
- Shipping Statement or Bill of Lading **MUST** Accompany delivery of materials.
- Voucher **MUST** be signed and **RETURNED** to the Borough Clerk **WITHIN THIRTY (30) DAYS** after shipment of materials or services rendered.

Date Signature of Borough Administrator

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its' particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Date 03/16/12 X Signature [Signature] Position CFO

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based in delivery slips acknowledged by a Municipal Official or Employee or other reasonable procedures.

Date Signature Position

APPROPRIATIONS OR ACCOUNTS CHARGED

Type of Check	Approp. Code	Approp. Charged	Amount
Boro	01-331-20	TAX MAP	1023 24
			(PL)

PAYMENT AUTHORIZED

This above claim was ordered at a meeting held on:

Date

Borough Clerk

PAYMENT RECORD

Date 4/13/12

Check No. 10587

Approved by [Signature]
Chairman or member of appropriate committee

Billing Backup

Remington & Vernick Engineers, Inc.

Invoice 6 Dated 3/16/2012

Friday, March 16, 2012

2:24:10 PM

Phase	1021	Tax Maps
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Total this Phase	\$1,050.00
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Total this Project	\$1,050.00
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Total this Report	\$1,050.00
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446483 REMINGTON & VERNICK ENGINEERS			07 05 11		9609
REFERENCE	INVOICE DATE	INVOICE NO.	GROSS	DISCOUNT	NET AMOUNT
TAX MAPS	041511	0814T3541	14365.54	00	14365.54
TAX MAPS	051911	0814T3542	260.00	00	260.00
TAX MAPS	062011	0814T3543	13021.70	00	13021.70
TOTALS			27647.24	00	27647.24

DETACH BEFORE DEPOSITING

BOROUGH OF PAULSBORO

PRINTED IN U.S.A.

WL6511-2-LNI WILSON WEB SERVICES 856-428-0541

446483 REMINGTON & VERNICK ENGINEERS			08 15 11		9711
REFERENCE	INVOICE DATE	INVOICE NO.	GROSS	DISCOUNT	NET AMOUNT
TAX MAPS-REVAL	072111	0814T3544	10329.52	00	10329.52
TOTALS			10329.52	00	10329.52

DETACH BEFORE DEPOSITING

BOROUGH OF PAULSBORO

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WL6511-2-LNI WILSON WEB SERVICES 856-428-0541

446483 REMINGTON & VERNICK ENGINEERS

04 03 12

10587

REFERENCE	INVOICE DATE	INVOICE NO.	GROSS	DISCOUNT	NET AMOUNT
TAX MAPS REVAL	031612	0814T3546	1023.24	.00	1023.24
PAUL HOUSE R-129-11	030712	0814T3565	235.00	.00	235.00
TOTALS:			1258.24	.00	1258.24

DETACH BEFORE DEPOSITING

BOROUGH OF PAULSBORO

WL5511-2-LN1 WILSON WEB SERVICES 856-420-0541

1023.24

PRINTED IN U.S.A.

446483 REMINGTON & VERNICK ENGINEERS

12 19 11

10163

REFERENCE	INVOICE DATE	INVOICE NO.	GROSS	DISCOUNT	NET AMOUNT
TAX MAPS REVAL	120211	0814T3546	8950.00	.00	8950.00
TOTALS:			8950.00	.00	8950.00

DETACH BEFORE DEPOSITING

BOROUGH OF PAULSBORO

WL5511-2-LN1 WILSON WEB SERVICES 856-420-0541

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A5

RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A COOPERATION AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FOR ASSESSMENT SERVICES

WHEREAS, Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis pursuant to N.J.S.A. 54:1-86 et seq.; and

WHEREAS, the Township of Deptford has signed the Cooperation Agreement for assessment services in the local municipality; and

WHEREAS, the Cooperation Agreement will cover the selection of reevaluation firms, transfer surplus property and, responsibility of fees and costs and cooperation for the orderly transfer of property assessment function from the Township to the County.

NOW THEREFORE, BE IT RESOLVED the County of Gloucester shall enter into Cooperation Agreement with the Township of Deptford for regionalized tax assessment pursuant to N.J.S.A. 54:1-86.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 8, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A5

**COUNTY ASSESSOR
COOPERATION AGREEMENT**

THIS AGREEMENT ("Agreement"), dated this _____ day of _____, 2013, is made by and between the County of Gloucester ("County") and the Township of Deptford, ("Municipality").

RECITALS

- A. 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
- B. A major aspect of the program is the periodic revaluation of the real property in the Municipalities located in the County. N.J.S.A. 54:1-90 provides that every Municipality within the pilot county shall implement a real property revaluation; and
- C. In order to accomplish the revaluation, it is necessary for the County to engage the services of a professional revaluation firm; and
- D. In order to select the appropriate firm, the County will solicit proposals from such firms; and
- E. The Municipality with its local knowledge will have valuable input into the tax assessor process; and
- F. In addition, the County and the Municipality need to provide for certain obligations in connection with taxpayer appeals.

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

AGREEMENT

- 1. Selection of Revaluation Firm:**
 - a. The County will solicit and receive proposals from firms interested in providing revaluation/valuation services.

- b. The County shall thereafter be responsible for the formal evaluation of the proposals consistent with the terms and provisions of the New Jersey Fair and Open Laws applicable to such selection.
- c. The County shall be responsible for selecting the revaluation firm.
- d. The County Board of Freeholders shall award the contract for and shall enter into an appropriate contract with the selected firm and the County shall be responsible for the cost of the services received.

2. Transfer of Surplus Property:

- a. Municipality shall make available to the County surplus municipal equipment, previously used by the Municipality in tax assessment activities, which equipment may be useful, in the County's discretion, for County tax assessment activities. Such equipment shall be provided as is.
- b. Municipality will determine what equipment and/or furnishings shall be deemed "surplus".

3. Jurisdiction over Defense of Tax Appeals; Responsibility for Fees and Costs in Certain Circumstances

- a. County and Municipality acknowledge that appeals may be filed by taxpayers with the County Board of Taxation and/or the Tax Court. The Contract to be entered into with the property revaluation firm shall provide that the revaluation firm will participate in the defense of the County Tax Appeals for a period of two (2) years which will include the revaluation year and the year following.

With regard to State Appeals, Paragraph 3(b)(i., ii. and iii.) shall control with regard to the costs in the event that the revaluation firm is called as a witness in State Appeals.

- b. Costs associated with the settlement and/or defense of appeals:
 - i. With regard to appeals for any tax year prior to and including 2012, the Municipality in which the property under appeal is located will retain exclusive jurisdiction over the defense of these tax appeals, and will be solely responsible for all costs associated with the defense of these tax appeals involving but not limited to appraisers, attorneys, and any other experts.

- ii. The County will have exclusive jurisdiction over the defense over all new 2013 tax appeals, and all subsequent years, and will be solely responsible for all costs associated with the new appeals. This provision applies exclusively to new appeals filed in 2013 and subsequent years, and should not be construed as applying to tax appeals referenced in Section 3(b)(iii). The County will have exclusive jurisdiction as applied to but not limited to hiring attorneys, appraisers and any other experts needed for defense of tax appeals.
- iii. Municipality shall be responsible for all of the costs prior to the takeover, which will include 2012 and any prior years. After the County take over, the Municipality will be responsible for a pro rata share of the costs up until and including the day of entry of the final judgment. The basis of the pro rata cost sharing will be the total number of years that the County has taken over the assessment duties, divided by the total years under appeal. That figure will be the County's percentage of responsibility and the balance of the costs, after subtracting the County's responsibility, will be the Municipality's share of the cost.

For Tax Appeals involving multiple years both prior to and after 2012, the County will have exclusive jurisdiction over the defense of all such tax appeals. The County shall inform the Municipality in which the property that is subject of the appeal is located, prior to engaging or entering into any final settlement agreement, pursuant to N.J.A.C. 18:17A-8.1. The County, at its sole discretion, shall engage outside legal counsel and experts necessary to defend the tax appeals. The costs will be shared pro rata based upon the number of years under appeal and the number of years that the County has assumed complete responsibility of assessor duties. The basis of the pro rata share will be as specified in the above paragraph. The County may decide to use County personnel to defend the tax appeals.

The percentage of pro rata cost sharing will be ongoing until all appeals filed in 2012 and prior years are resolved.

- c. Pursuant to the County's contract with such outside experts, the County shall pay all cost bills associated with outside legal counsel, expert appraisal and valuation consultants, and any other professional experts needed to defend the tax appeal. All outside expert costs will be shared by the County and the Municipality on a pro-rata basis, based upon the percentage in Paragraph 3(b)(iii). The Municipality will reimburse the County for its settlement share of such costs on an annual basis until such time as a final judgment is entered.

On or before February 1st of each year, the County shall give notice to the Municipal Clerk of the amount of reimbursement due the County pursuant to this section. The County may send bills periodically to Municipality. All bills shall be paid no later than April 1st of the year billed; at which time the municipality shall fully reimburse the County for the Municipality's pro rata share of the tax appeals defense costs.

- d. Notwithstanding the County's obligation to share in or assume the cost of appeal, the County shall have no obligation to share in and does not assume any obligation of the Municipality to refund tax payments to any tax payer. In the event that the Plaintiff and/or the Tax Court require a refund, the County will submit to the Municipality for approval of any potential refund.
- e. In the event that the Plaintiff requests or the Court requires a refund, the Municipality will be responsible for any refunds that shall go before Council for approval.
- f. "Costs of Appeal" shall include, but not necessarily be limited to, the fees of law firms engaged for this purpose, fees of outside appraisal and valuation experts, and the fees of any other outside professional experts engaged for the purpose of defense of the tax appeal.

4. Cooperation in Effectuation of Transfer of Property Assessment Function:

N.J.S.A. 54:1-99 provides that the property assessment function in all of the Municipalities within the pilot County shall be transferred to the County Assessor. N.J.S.A. 54:1-86 et seq. further provides for other aspects of the transfer of functions and authority in order to effectuate the program. County and Municipality agree to cooperate in all respects with each other for the purpose of accomplishing such transfers and the successful implementation of the program.

- 5. **Term:** The term of this Cooperation Agreement shall extend for the period of the Property Tax Assessment Reform Act Program in Gloucester County.
- 6. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- 7. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- 8. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

ATTEST:

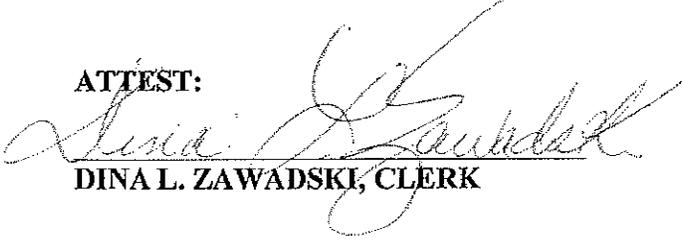
COUNTY OF GLOUCESTER

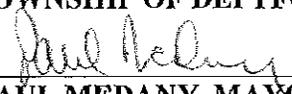
ROBERT N. DI LELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF DEPTFORD


DINA L. ZAWADSKI, CLERK


PAUL MEDANY, MAYOR

C1

RESOLUTION AUTHORIZING AN AGREEMENT WITH HABITAT FOR HUMANITY TO REHABILITATE TWO SINGLE-FAMILY HOMES LOCATED IN PITMAN AND WASHINGTON TWP TO BE MAINTAINED AS LOW INCOME FAMILY HOUSING UNITS FOR AN AMOUNT NOT TO EXCEED \$175,200.00 FROM MAY 8, 2013 TO MAY 7, 2014

WHEREAS, the County of Gloucester ("County") is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD) which has provided the opportunity for the rehabilitation of two (2) single family homes located in Pitman and Washington Twp, NJ; and

WHEREAS, HUD requirements at 24 CFR Part 92.300 require that the County as the recipient of HOME funds set-aside at least 15 percent of their HOME allocation dedicated solely for projects sponsored, owned, or developed by special organizations designated as Community Housing Development Organizations (CHDO); and

WHEREAS, the County requested proposals for the rehabilitation via a Call for Projects from certified CHDO's through RFP-13-025 dated March 11, 2013 and evaluated those proposals consistent with HUD's requirements for CHDO criteria and capacity and the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that HABITAT FOR HUMANITY with offices at 305 South Broadway, Pitman NJ, was the sole eligible proposer; and

WHEREAS, the contract for the rehabilitation of two single family homes located in Pitman and Washington Twp, NJ, to be maintained as low income family housing units for 30 years for an amount not to exceed \$175,200.00; and

WHEREAS, notwithstanding the status of this contract as open-ended, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$175,200.00, pursuant to C.A.F. #13-03563 which amount shall be charged against budget line items T-03-08-711-170-21280 in the amount of \$104,781.00 and T-03-08-712-170-21280 in the amount of \$70,419.00.

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 the Agreement between the County of Gloucester and Habitat for Humanity for the rehabilitation of two single family homes located in Pitman and Washington Twp, NJ, to be maintained as low income family housing units for 30 years, for an amount not to exceed \$175,200.00 from May 8, 2013 to May 7, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on May 8, 2013 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CI

**AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER
AND
HABITAT FOR HUMANITY**

THIS AGREEMENT MADE this 8th day of May, 2013, by and between the **County of Gloucester**, hereinafter referred to as the “**County**” and **Habitat for Humanity**, a non-profit corporation hereinafter referred to as the “**Awardee**” or “**CHDO**”, which is located at 305 South Broadway, Pitman New Jersey;

WITNESSETH

WHEREAS, the County is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD), including funds that are reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, the AWARDEE has been certified with the County as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO eligible project under HOME regulations;

NOW, THEREFORE in consideration of their mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

- A. AGENCY** – is hereby defined as the Economic Development Department, the HOME Program administering agency of the County of Gloucester. For the purpose of this Agreement and all administration of HOME funds the AGENCY shall act on behalf of the County in the execution and fiscal and programmatic control of this agreement. The term “Approval by the County” or like term used in this agreement shall in no way relieve the AWARDEE from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.
- B. DIRECTOR** – is hereby defined as the Director of the Economic Development Department of the County of Gloucester.
- C. FEE** - is hereby defined as the amount of money the County agrees to pay and the AWARDEE agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this agreement to complete the WORK as further defined in Section IV SCOPE OF PROFESSIONAL SERVICES, hereof.
- D. WORK**- is hereby defined as all the professional, technical and construction services to be rendered or provided by the AWARDEE as described here.
- E. PROJECT**- is defined in Section IV below.

F. **HOME**- is hereby defined as the HOME Investment Partnerships Program as described in 24CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701-12839.

Section II – Term

The terms of this agreement require the AWARDDEE to complete all work required by this agreement in accordance with the timetable set forth which is subject to change with Agency Approval.

<i>Milestone</i>	<i>Deadline</i>
Project Start State	May 2013
<i>Interim Milestones/Deadlines:</i>	
Final Inspections/Punch List	December 2013
<i>Project Complete (C/O issued)</i>	February 2014

In addition, this project is subject to ongoing compliance requirements of HOME for fifteen years from the date of initial occupancy. During this compliance period, the AWARDDEE will assure continued compliance with HOME requirements. For homebuyer units this includes monitoring units for principal residency and resale requirements at time of resale.

Timely completion of the work specified in this agreement is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this agreement, it is understood and agreed by the AWARDDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDDEE will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and the recapture of HOME funds.

Since it is mutually agreed that time is of the essence as regards this agreement, the AWARDDEE shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this agreement, in order to ensure that the project will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the County and enforceable by the County against the AWARDDEE and its successors and assigns to the project or any part thereof or any interests therein.

In the event the AWARDDEE is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the AWARDDEE, the County shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the AWARDDEE to notify the County promptly in writing whenever a delay is anticipated or experienced, and to inform the County of all facts and details related to the delay.

Section III – Scope of Work

The AWARDEE, in close coordination with the County, shall perform all professional services necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Property Description:

- 1. Township of Washington, County of Gloucester: 110 Salina Road; Rehabilitation of a single-family home containing 1,250 square feet of floor area;**
- 2. Borough of Pitman, County of Gloucester: 315 E. Holly Avenue; Rehabilitation of a single family home containing square feet of floor area.**

The County will fund the Gloucester County Habitat for Humanity the amount \$175,200.00 for the rehabilitation of two (2) single family units, each is a 3 bedroom home containing 1450 sq. feet dwelling and Energy Star compliant, in Pitman Borough and Washington Township, New Jersey. All services will be performed within the United States of America. Construction will be developed in a manner that ensures that the home is dry, safe, well ventilated, pest free, contaminant free, clean and well maintained, in accordance with HUD's healthy homes interventions. Neither Gloucester County Habitat for Humanity nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. Habitat's mission is to build safe, decent and affordable homes for low-income, working families. This is accomplished by obtaining the greatest level of donated time, money and materials possible. The rehabilitation of the units will be sold at cost. No profit or capital gain is realized. Mortgage is held by Gloucester County Habitat for Humanity with zero percent interest charged. The buyer must participate in 500 "sweat equity" hours in the construction of the house or another Habitat house.

It is understood that the AWARDEE will provide a specific working budget and realistic timetable as relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

The aforementioned Work tasks will be performed in essentially the manner proposed in the AWARDEE's proposal as received by the Agency on March 12, 2013. The aforementioned document will be considered to be a part and portion of this agreement for reference.

Section IV – Reimbursement of Expenses

- A. Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the AWARDEE on forms specified by the County, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project

budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

- B. The County shall have the right to review and audit all records of AWARDEE pertaining to any payment by the County. Said records shall be maintained for a period of five years after completion.
- C. The County reserves the right to inspect records and project site to determine that reimbursement requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- D. The AWARDEE may submit a final invoice upon completion. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with HOME regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

Section V – Project Requirements

The AWARDEE agrees to comply with all requirements of the HOME Program as stated in 24CFR Part 92, including but not limited to the following.

- A. No HOME project funds will be advanced, and no costs can be incurred, until the County has conducted an environmental review of the proposed project as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development for the state of New Jersey under 24 CFR Part 58.

Further, the AWARDEE will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

- B. The HOME funds advanced to the Project will be secured by a note and mortgage.
- C. The AWARDEE will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

- D. If the project is to be owner-occupied, the AWARDDEE will ensure that all HOME assisted units will be in compliance with 24 CFR 92.254, including documenting that the property is eligible under 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period of fifteen years.
- E. The designated HOME assisted units of this Project will meet the affordability requirements as found in 24 CFR 92.254. The AWARDDEE shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME program.
- F. In the selection of occupants for Project units, the AWARDDEE shall comply with all non-discrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, the AWARDDEE will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval by the Agency.
- G. The AWARDDEE shall assure compliance with 24 CFR 92.251 as relates to property standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR 92.251(a)(3) as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.
- H. If the PROJECT is to be owner occupied, the AWARDDEE shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the AWARDDEE will monitor each unit for principal residency (under 92.254(a)(3) and resale/recapture (under 92.254 (a)(4) – (5).
- I. The AWARDDEE will provide any documentation required by the Agency regarding match as may be required to document match for purposes of the HOME program.
- J. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME assisted units, the AWARDDEE shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Agency of Labor regulations (29 CFR, Part 5), as amended.
- K. If the property is sold through a lease-purchase agreement, the AWARDDEE will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.
- L. The AWARDDEE will be monitored by the Agency for compliance with the regulations of 24 CFR 92 for the compliance period of fifteen years. The AWARDDEE will provide reports and access to project files as requested by the

Agency during the Project and for five (5) years after completion and closeout of the Agreement.

Section VI – Repayment of Loan

- A. All HOME funds are subject to repayment in the event the Project does not meet the Project Requirements as outlined above.
- B. It is understood that upon the completion of the Project, any HOME funds reserved but not expended under this agreement will revert to the County.
- C. If the Project is for owner-occupancy, the AWARDDEE shall lend the HOME funds to the individual buyers in an amount sufficient to make the home affordable. Any HOME funds that reduce the price of the property below the fair market rate shall be secured by a HOME note and mortgage as required in 92.254(a)(5)(ii), using the note and mortgage prescribed or approved by the Agency (and consistent with the method of recapture identified in the County's Consolidated Plan).
 1. All net sales proceeds from the sale of units are considered to be Program Income and must be returned to the Agency as repayment of the HOME loan.
 2. Prior to each closing, the AWARDDEE will provide to the Agency the estimated settlement statement, along with a reconciliation statement and the draft note and mortgage. The reconciliation statement shall account for the pro-ration of HOME project funds to the individual unit, and identify those funds that are to be lent to the buyer as "Buyer subsidies" secured by the HOME note and mortgage.
 3. All resale proceeds that are received from buyers as they resell the properties during the compliance period to other buyers shall be considered "Recaptured Funds" under 24 CFR 92.254(a)(5)(ii)(A)(5) and must be repaid to the County for use in eligible HOME projects as required by 24 CFR 92.503. The AWARDDEE shall promptly notify the Agency of such transactions and will promptly convey any Recaptured Funds to the Agency.

Section VII – CHDO Proceeds

- A. Proceeds:
 1. Proceeds result from the sale of a single family property financed by the COUNTY through the HOME program.
 - a. Proceeds include both HOME funds and any other funds from any source which are realized by the sale of property assisted in any form or fashion with HOME funds.
 - b. The total HOME funds provided by the COUNTY to the CHDO for any specific project under this contract, less the actual expenses for the project, the buyer's down payment, the buyer's

contribution, and any non-HOME or non-CDBG mortgages are defined as CHDO Proceeds, or Proceeds.

- B. Allowable Use:
 - 1. An eligible activity defined by either the HOME program regulations or this agreement that directly supports the creation of affordable housing in our community shall be collectively known as an "allowable use". Allowable uses are further defined and limited by this agreement.
- C. Governing Law and Regulation
 - 1. Final HOME Rule: 24 CFR Parts 91 and 92
 - 2. CPD Notice 97-9
- D. Allowable Uses of Proceeds
 - 1. Any eligible use of HOME funds, as defined in 24 CFR Parts 91 and 92 of the Final HOME Rule shall be an allowable use under this contract, so long as the allowable use results in or supports the creation of new units of affordable single family housing for purchase by HOME qualified buyers.
- E. Prohibited Uses of Proceeds
 - 1. Proceeds may not be used to fund, finance or pay for a loan counseling, debt counseling or homebuyer counseling programs or efforts as long as the COUNTY or CHDO provides funding to any other organization or entity to provide these services.
 - 2. Proceeds may not be used to fund any operating reserves of the CHDO.
 - 3. Proceeds may not be utilized to make repairs, reconstruct, or rebuild any unit previously financed with HOME funds without the express written permission of the COUNTY.
- F. Accounting
 - 1. The CHDO shall retain proceeds in a separate bank account and shall provide an accounting of the use of proceeds to the COUNTY on a quarterly basis.
 - a. The accounting shall designate the project and show the flow of funds into and out of the project account until all funds in the account are expended in accordance with this agreement.
 - 2. To facilitate proper accounting for the proceeds, the CHDO shall utilize the spreadsheet designated by the COUNTY and included here by reference.
 - 3. The auditor of the CHDO shall, at each annual audit, review the CHDO proceeds account of the CHDO and shall include in the annual audit

specific language stating whether or not the CHDO has complied with the terms of this agreement.

G. Allocation and Use of Proceeds

1. Under the CHDO's contract with the COUNTY, the COUNTY provides the CHDO with a development subsidy to assist in the development of single family housing within the COUNTY.
2. The development subsidy is expended by the CHDO to build the home.
3. Proceeds are realized upon the sale of the completed home to a qualified buyer per the definition provided above.
 - a. Proceeds are realized on the date of the close of the property with the homebuyer.
4. To facilitate the quick rollover and expenditure of proceeds, the CHDO will invest proceeds in the next available project as soon as the proceeds are realized, and before a request for additional funds for development activity from the COUNTY.

H. Draw Requests

1. Requests to the COUNTY for disbursement of funds for land acquisition, site development and/or construction financing on any subsequent project under this contract, shall include the following:
 - a. The full amount of the requested disbursement.
 - b. The amount drawn from proceeds
 - c. Including the project name or names the amount is drawn from.
 - d. The net amount of the requested disbursement.

I. Monitoring and Compliance

1. Each year, on or before the 31st of March, the CHDO shall deliver an audit by a certified public accountant to the COUNTY.
 - a. The audit shall contain the provision noted under accounting.
2. The COUNTY may request at any time, without prior notice, any file, financial record, or document related to any project that received any HOME funds or Proceeds.
 - a. The CHDO agrees to comply with any request within five business days of the request.
3. The COUNTY will monitor the CHDO's use of Proceeds based on a risk assessment. Typically, the COUNTY will notify the CHDO thirty days in advance of the monitoring.

4. Failure by the CHDO to deliver the audit, to submit the required quarterly report, segregate the Proceeds in a separate account, or to properly account for the Proceeds to the standard provided shall by this agreement, shall be a breach of contract under the terms of this Agreement.
 - a. The COUNTY, may, at the COUNTY's sole discretion, end all payments under the contract until the terms of this Agreement are met.

Section VIII – CHDO Provisions

It is understood that the AWARDDEE has certified that it is and will maintain CHDO (Community Housing Development Organization) status for the term of the Project/Agreement in accordance with 24 CFR 92. AWARDDEE agrees to provide information as may be requested by the agency to document its continued compliance, including but not limited to an annual board roster and certification of continued compliance.

Section IX – Procurement Standards

The AWARDDEE shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the AWARDDEE shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - 48.

Section X – Conflict of Interest Provisions

The AWARDDEE warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The AWARDDEE further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agency, consultant, elected official, or appointed official of the AWARDDEE, may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract or agreement with respect to a HOME assisted project or program administered by the AWARDDEE, or the proceeds thereunder; or
- Any unit benefits or financial assistance associated with HOME, projects or programs administered by the AWARDDEE, including:
 - Occupancy of a rental housing unit in a HOME assisted rental project;

- Receipt of HOME tenant-based rental assistance;
- Purchase or occupancy of a homebuyer unit in a HOME assisted project;
- Receipt of HOME homebuyer acquisition assistance; or
- Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the AWARDEE who occupies a HOME assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the AWARDEE in writing to the Participating Jurisdiction. The AWARDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

Section XI – County Responsibilities

The County shall furnish the AWARDEE with the following services and information from existing County record and County files:

- A. The County shall furnish the AWARDEE information regarding its requirements for the Project.
- B. The County will provide the AWARDEE with any changes in HOME regulations or program limits that affect the project, including but not limited to income limits, property value limits and rent limit.
- C. The County will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the project, and will provide information to the AWARDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.
- D. The County will certify income for all applicants referred by the AWARDEE.

The County's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and HOME regulations, and all County regulations and ordinances.

Nothing contained herein shall relieve the AWARDEE of any responsibility as provided under this Agreement.

Section XII – Equal Employment Opportunity

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

- A. The AWARDDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDDEE will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The AWARDDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the County setting forth the provisions of this nondiscrimination clause.

- B. The AWARDDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. The AWARDDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County's contracting officer, advising the labor union or worker's representative of the AWARDDEE's commitments under Section 202 of Executive Order No 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The AWARDDEE will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The AWARDDEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

- F. In the event the AWARDDEE is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the AWARDDEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

- G. The AWARDEE will include the provisions of paragraphs (a) through (g) of this agreement in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDEE will take such action with respect to any subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the AWARDEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Agency the AWARDEE may request the United States to enter into such litigation to protect the interest of the United States.

Section XIII – Labor, Training and Business Opportunity

The AWARDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

- A. It is agreed that the work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.
- B. The AWARDEE shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The AWARDEE certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.
- C. The AWARDEE will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the County, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The AWARDEE will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first

provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

- D. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided in the Project as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the AWARDEE or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XIV – Compliance with Federal, State & Local Laws

The AWARDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local, and federal governments, and all amendments thereto, including, but not limited to; Title 8 of the Civil Rights Act of 1968 PL.90-284; Executive Order 11063 on Equal Opportunity and Housing Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974, as well as all requirements set forth in 24 CFR 92 of the HOME Investment Partnership Program. The AWARDEE covenants and warrants that it will indemnify and hold the COUNTY forever free and harmless with respect to any and all damages whether directly or indirectly arising out of the provisions and maintenance of this contract.

The AWARDEE agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XV – Suspension and Terminations

In accordance with 24 CFR 85.43, suspension or termination may occur if the AWARDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience with 24 CFR 85.44.

If through any cause, the AWARDEE shall fail to fulfill in timely and proper manner its obligations under this contract, or if the AWARDEE 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 AWARDEE of such termination and specifying the effective date thereof, at least five days before the effective date of

such termination, In such event, the AWARDDEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AWARDDEE 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 AWARDDEE and the County may withhold any payments to the AWARDDEE for the purpose of setoff until such time as the exact amount of damages due the County from the AWARDDEE is determined whether by court of competent jurisdiction or otherwise.

Section XVI – Termination for Convenience of the County of Gloucester

The County may terminate for its convenience this contract at any time by giving at least thirty (30) days notice in writing to the AWARDDEE. If the contract is terminated by the County, as provided herein, the County will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDDEE will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the service of the AWARDDEE covered by this contract, less payments of compensation previously made. Claims and disputes between the parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

Section XVII – Default-Loss of Grant Funds

If the AWARDDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the agreement, and more particularly if the AWARDDEE refuses or fails to proceed with the work with such diligence as will insure its completion within the time frame fixed by the schedule set forth in Attachment C of this agreement, the AWARDDEE shall be in default and notice in writing shall be given to the AWARDDEE of such default by the Agency or an agent of the Agency. If the AWARDDEE fails to cure such default within such time as may be required by such notice, the County, acting by and through the Agency, may, at its option, terminate and cancel the contract.

In the event of such termination, all grant funds awarded to the AWARDDEE pursuant to this agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, the AWARDDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for this project.

Such termination shall not effect or terminate any of the rights of the County as against the AWARDDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the County under the law and the note and mortgage (if in effect) including but not limited to compelling the AWARDDEE to complete the project in accordance with the terms of this agreement, in a court of equity.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Section XVIII – Inspection, Monitoring & Access to Records

The County reserves the right to inspect, monitor, and observe work and services performed by the AWARDDEE at any and all reasonable times.

The County reserves the right to audit the records of the AWARDDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDDEE will provide the Agency with a certified audit of the AWARDDEE's records representing the Fiscal Year during which the Project becomes complete whenever the amount listed in SECTION VII is at or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

Access shall be immediately granted to the County, HUD, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the AWARDDEE or its contractors which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Section XIX – General Conditions

- A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earliest.

County Address:

Department of Economic Development
Division of Housing and Community Development
115 Budd Boulevard
West Deptford, NJ 08096
Attn: Lisa Morina, Director

AWARDEE Address:

Habitat for Humanity
305 South Broadway
Pitman NJ 08071
Attn: Tony Isabella, Executive Director

- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of New Jersey.
- F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of New Jersey, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- G. The AWARDEE shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C.874) as supplemented in the AGENCY of Labor Relations (29 CFR Part 3) as amended.
- H. The AWARDEE shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40U.S.C.327-330) as supplemented by AGENCY of Labor Relations (29CFR, Part 5), as amended.
- I. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this section in every nonexempt subcontract. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.
- J. The obligations undertaken by AWARDEE pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless County shall first consent to the performance or assignment of such service or any part thereof by another person or agency.
- K. The Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

- L. AWARDDEE shall indemnify and save County harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of AWARDDEE's activities under this agreement, including all other acts or omissions to act on the part of the AWARDDEE including any person acting for on its behalf, and, from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.
- M. AWARDDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the County, and shall not attain any rights or benefit under the civil service or pension ordinances of the County, or any rights generally afforded classified or unclassified employees; further they shall not be deemed entitled to state Compensation benefits as an employee of the County.
- N. Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or changes in regulations.

IN WITNESS WHEREOF,

The County of Gloucester and Habitat for Humanity have caused their signatures to be hereunto affixed and duly attested

GLOUCESTER COUNTY BOARD
OF CHOSEN FREEHOLDERS

HABITAT FOR HUMANITY

By: _____
Robert M. Dammingier
Freeholder Director

By: _____
Dr. Richard MacFeeters
Board President

WITNESSED:

By: _____
ROBERT DiLELLA Clerk of
the Board of Chosen Freeholders

C1

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

Certificate of Availability of Funds

TREASURER'S NO. 13-03563

DATE 5/1/13

BUDGET NUMBER - CURRENT YR _____ B _____

DEPARTMENT Economic Dev

T-03-08-711-170-21280 \$ 104,781.00

T-03-08-712-170-21280 \$ 70,419.00

AMOUNT OF CERTIFICATION \$175,200.00

COUNTY COUNSEL Emmett Pimas

DESCRIPTION: Agreement w/ Habitat For Humanity For the rehabilitation of 2 single family homes in the amount of \$175,200.00. For a term of 1 year 5/8/13 through 5/7/14

VENDOR: Habitat For Humanity

ADDRESS: 425 South Broadway

Pitman, NJ 08071

[Signature]
DEPARTMENT HEAD APPROVAL
5/1/13

APPROVED

[Signature]

PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 5-3-13

C2

**RESOLUTION AUTHORIZING A GRANT AGREEMENT FOR FISCAL YEAR 2013
STATE AID BETWEEN THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
AND THE COUNTY IN THE AMOUNT OF \$3,072,200.00**

WHEREAS, the Gloucester County Engineer has requested authority to submit an application to the State of New Jersey, Department of Transportation, for Gloucester County's allotment of the County Aid Portion of the New Jersey Transportation Trust Fund Authority Act for the Fiscal Year 2013, in the amount of \$3,072,200.00; and

WHEREAS, the funds anticipated to be received as aforesaid, will be used for the Gloucester County Transportation Improvement Program for Fiscal Year 2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the submission of an application to the State of New Jersey, Department of Transportation, for Gloucester County's allotment of the County Aid Portion of the New Jersey Transportation Trust Fund Authority Act for the Fiscal Year 2013 be, and the same hereby is, authorized and directed; and

BE FURTHER RESOLVED that the Freeholder Director, and Clerk of the Board, are hereby authorized to execute any and all of the necessary documentation relative to the above, including the Resolution, Application and Agreement (Form SA-96A, 2013).

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 8, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CD

SA-96A (04/07)

1 of 3

**GRANT AGREEMENT FOR FISCAL YEAR
2013 STATE AID TO COUNTIES**

Name of GRANTEE: Gloucester County

Mailing Address: Gloucester County
Court House Post Office Box 337
Woodbury, New Jersey 08096-0000

E-mail Address:

Federal Tax Identification Number: 216000660

The total distance of 823.56 miles or a portion thereof may be approved by the Commissioner of Transportation. The total cost estimate for this County ATP is \$3,072,200.00. The GRANTEE requests \$3,072,200.00 in State funds.

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

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

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

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

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

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

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

**GRANT AGREEMENT FOR FISCAL YEAR
2013 STATE AID TO COUNTIES**

FOR THE GRANTEE

ATTEST and FIX SEAL
Name and Title

Robert N. DiLella, Clerk

Date

Robert M. Damminger, Freeholder Director

Date

FOR THE DEPARTMENT OF TRANSPORTATION

Fiscal Year/Funds: _____

Job Number: _____

Account: _____

State Funds: _____

FAO Number: _____

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

APPROVED: _____
Michael Russo Date _____
Director, Division of Local Aid and Economic Development

ATTEST and SEAL

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

Jacqueline Trausi
Secretary, Department of Transportation

Approval as to Form by Certification Process.

**GRANT AGREEMENT FOR FISCAL YEAR
2013 STATE AID TO COUNTIES
2013 Gloucester County ATP**

Project Name	From	To	Distance (Miles)	Municipality	Project Classification	Cost Estimate
County Wide Long Life Striping & Safety Project	County Wide	County Wide	410	Various		\$250,000.00
County Wide Traffic Signing Upgrades Project	County Wide	County Wide	410	Various		\$200,000.00
Wilson Lake 0808L01 Bridge & Dam Repairs	Park Entrance	Scotland Run Drive	0.3	Clayton Borough	Rehabilitation	\$473,000.00
Hurffville Crosskeys Road Reconstruction	The intersection of CR 655	The intersection with CR 689	0.85	Washington Township	Resurfacing	\$1,000,000.00
Manna Grove Road Reconstruction CR 656	The intersection with Route 44	The intersection with Grove Road	1.96	West Deptford Township	Resurfacing	\$550,000.00
Signalization & Intersection Improvements at CR 607 & CR 551	County Route 607 approximately 400 feet north and south of the intersection with County Route 551	County Route 551 approximately 400 feet north and south of the intersection with County Route 607	0.15	East Greenwich Township	Resurfacing	\$250,000.00
Signalization & Intersection Improvements at CR 662 & CR 551	County Route 662 approximately 200 feet to the north of County Route 551	County Route 551 approximately 400 to the east 7 west of County Route 662	0.15	Woolwich Township	Resurfacing	\$250,000.00
Signalization & Intersection Improvements at CR 603 & College Drive	County Route 603 approximately 400 feet to the east and west of the College Drive	College Drive approximately 200 feet to the north of County Route 603	0.15	Deptford Township	Resurfacing	\$99,200.00

C3

RESOLUTION AUTHORIZING THE TRANSFER TO HARRISON TOWNSHIP OF THE COUNTY'S OWNERSHIP INTEREST IN THREE (3) PROPERTIES KNOWN AS BLOCK 60, LOT 1.19; BLOCK 34, LOT 46; AND BLOCK 61, LOT 23 PREVIOUSLY PURCHASED FOR CONSTRUCTION OF THE MULLICA HILL BY-PASS

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 total interest located in the lands located at formerly 1,3,5,7,9 & 11 Park Drive and known as **Block 60, Lot 1.19** and lands located at formerly 110, 116 & 118 Walters Road and known as **Block 34, Lot 46** and lands located at formerly 91 North Main Street and known as **Block 61, Lot 23** in the Township of Harrison (hereinafter the "Properties") to the Township of Harrison (hereinafter the "Township"); and

WHEREAS, the County currently holds a total full undivided ownership interest in the Properties, which are located in the Township; and the County desires to transfer its interest in the Properties less any easements to the Township; 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 for municipal purposes each for the nominal sum of One Dollar and Zero Cents (\$1.00).

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 entire (100%) undivided ownership interest in the lands and premises formerly located at 1,3,5,7,9,& 11 Park Drive, known as **Block 60, Lot 1.19**, lands and premises formerly located at 110,116 & 118 Walters Road, known as a portion of **Block 34, Lot 46**, lands and premises located formerly at 91 North Main Street known as a portion of **Block 61, Lot 23** located in the **Township of Harrison**, County of Gloucester and State of New Jersey, 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 these transactions.
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 Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 8, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

DEED

CB

This Deed is made on _____, 2013,

BETWEEN THE COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey

Whose post office address is: 2 South Broad Street, Woodbury, NJ 08096

referred to as the Grantor,

AND

TOWNSHIP OF HARRISON, a municipal corporation of the State of New Jersey

Whose post office address is: 114 Bridgeton Pike, Mullica Hill, NJ 08062,

referred to as the Grantee.

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

- 1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee.

This transfer is made for the sum of One Dollar and Zero Cents (\$1.00)

The Grantor acknowledges receipt of this money.

- 2. Tax map Reference. (N.J.S.A. 46:15-1.1) Municipality of Harrison Township,
Block No. 61 part of former Lot No. 23

- 3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Harrison, County of Gloucester and State of New Jersey.

The legal description is:

Please see attached Page #3: **Legal Description** annexed hereto and made a part hereof.

The street address of the Property was 91 North Main Street, Mullica Hill, NJ 08062.

- 4. Promises by Grantor. The Grantor's promises are listed below. Each promise is expressed in the language of a New Jersey law (with a reference to the law) and is followed by an explanation in plain language. The Grantor promises that:

- a. the Grantor is lawfully seized of the said land (N.J.S.A. 46:4-3) - the Grantor is the legal owner;
- b. the Grantor has the right to convey the said land to the Grantee (N.J.S.A. 46:4-4) - the Grantor has the right to convey (sell) this property;
- c. the Grantee shall have quiet possession of the land free from all encumbrances (N.J.S.A. 46:4-5) - the Grantee will not be disturbed by others with claims against this Property and the Property is free of all encumbrances;
- d. the Grantor will warrant generally the Property hereby conveyed (N.J.S.A. 46:4-7) the Grantor guarantees the Grantee's ownership of the Property; and
- e. the Grantor will execute such further assurances of the said land as may be requisite (N.J.S.A.46:4-10) - the Grantor will comply with the Grantee's reasonable requests to correct any title defect.

- 5. Who is Bound. The promises made in this Deed are legally binding upon the Grantor and all who lawfully succeed to the Grantor's rights and responsibilities. These promises can be enforced by the Grantee and all future owners of the Property.

- 6. Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below signature).

Witnessed or Attested by:

COUNTY OF GLOUCESTER

Robert M. DiLella, Clerk

Robert M. Damminger, Director

I CERTIFY that on _____, 2013, Robert M. Damminger, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and,
- (c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(Print name and title below signature)

Witnessed or Attested by:

Township of Harrison

Diane L. Malloy, Clerk

Louis F. Manzo, Mayor

I CERTIFY that on _____, 2013, Louis F. Manzo, personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of this Deed;

- (b) was authorized to and did execute this Deed as of the entity named in this Deed;
- (c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)
- (d) executed this Deed as the act of the entity.

(Print name and title below signature)

DEED

COUNTY OF GLOUCESTER

To

TOWNSHIP OF HARRISON

RECORD & RETURN TO:

**Clerk of the Board
BOARD OF CHOSEN FREEHOLDERS
2 South Broad Street
Woodbury, NJ 08096**

Legal Description:

ALL that certain land and premises situate in the Township of Harrison, County of Gloucester and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the curved southerly right of way line of North Main Street, a.k.a. New Jersey State Highway Route 45 (60 feet wide at this point), said point being 241 feet more or less southwest of the southwesterly corner of Earlington Ave (50 feet wide), said point also being in the division line of the former Lot 23 and Lot 24, former Block 61, now the southwesterly line of Lot 24, Block 61.01 as shown on the current Harrison Township Tax Map, said point witnessed by an iron bar found nearby; thence

1.) southeasterly along said Lot 24, a distance of 200 feet more or less to the southwesterly corner of said Lot 24, said corner witnessed by an iron bar found nearby in line of the former Lot 21, former Block 61, now a right of way easement parcel of the Mullica Hill Bypass; thence

2.) along said former Lot 21, southwesterly a distance of 25 feet more or less to the northeasterly right of way line of said Bypass; thence

3.) along said northeasterly right of way line in a northwesterly direction, parallel with and 44.50 feet from the centerline of said Bypass, a distance of 176 feet more or less to a point of curvature in said line; thence

4.) along a curve to the right with a radius of 20 feet, an arc distance of 30.43 feet more or less to a point of compound curvature in the existing curved southeasterly right of way line of aforesaid North Main Street; thence

5.) along said curved southeasterly right of way line, being 30 feet from and concentric with the centerline of North Main Street (said centerline being a 10 degree curve, which by chord definition has a radius of 573.69 feet) curving to the right with a radius of 543.69 feet, an arc distance of 41.63 feet more or less to the point and place of beginning.

CONTAINING 8,396 square feet or 0.19 acres, more or less

BEING known as former Lot 23, Block 61 as formerly shown on Plate 35 of the Township of Harrison Tax Map, less that portion of former Lot 23 retained in fee by the County of Gloucester for highway purposes, and as is graphically shown on a construction plan of said Mullica Hill Bypass, as prepared by Maser Consulting, P.C., drawing no. HA022555, sheets 9 & 10 of 131, dated 12-9-08.

ALSO BEING part of the same lands and premises which became vested in The County of Gloucester by Deed from Jose Rios Lisboa dated August 20, 2008, and recorded August 26, 2008 in Deed Book 4574, Pages 164 &c in the Office of the Gloucester County Clerk.

DEED

This Deed is made on _____, 2013,

C3

BETWEEN THE COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey

Whose post office address is: 2 South Broad Street, Woodbury, NJ 08096,
referred to as the Grantor,

AND TOWNSHIP OF HARRISON, a municipal corporation of the State of New Jersey

Whose post office address is: 114 Bridgeton Pike, Mullica Hill, NJ 08062,
referred to as the Grantee.

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

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee.

This transfer is made for the sum of One Dollar and Zero Cents (\$1.00)

The Grantor acknowledges receipt of this money.

2. Tax map Reference. (N.J.S.A. 46:15-1.1) Municipality of Harrison Township,

Block No. 60,

Lot No. 1.19

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Harrison, County of Gloucester and State of New Jersey.

The legal description is:

Please see attached **Legal Description** annexed hereto and made a part hereof.

The street address of the Property is: formerly 1, 3, 5, 7, 9, and 11 Park Drive, Mullica Hill, NJ 08062.

4. Promises by Grantor. The Grantor's promises are listed below. Each promise is expressed in the language of a New Jersey law (with a reference to the law) and is followed by an explanation in plain language. The Grantor promises that:
 - a. the Grantor is lawfully seized of the said land (N.J.S.A. 46:4-3) - the Grantor is the legal owner;
 - b. the Grantor has the right to convey the said land to the Grantee (N.J.S.A. 46:4-4) - the Grantor has the right to convey (sell) this property;
 - c. the Grantee shall have quiet possession of the land free from all encumbrances (N.J.S.A. 46:4-5) - the Grantee will not be disturbed by others with claims against this Property and the Property is free of all encumbrances;
 - d. the Grantor will warrant generally the Property hereby conveyed (N.J.S.A. 46:4-7) the Grantor guarantees the Grantee's ownership of the Property; and
 - e. the Grantor will execute such further assurances of the said land as may be requisite (N.J.S.A. 46:4-10) - the Grantor will comply with the Grantee's reasonable requests to correct any title defect.
5. Who is Bound. The promises made in this Deed are legally binding upon the Grantor and all who lawfully succeed to the Grantor's rights and responsibilities. These promises can be enforced by the Grantee and all future owners of the Property.
6. Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below signature).

Witnessed or Attested by:

COUNTY OF GLOUCESTER

Robert M. DiLella, Clerk

Robert M. Damminger, Director

I CERTIFY that on _____, 2013, Robert M. Damminger, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(Print name and title below signature)

Witnessed or Attested by:

Township of Harrison

Diane L. Malloy, Clerk

Louis F. Manzo, Mayor

I CERTIFY that on _____, 2013, Louis F. Manzo, personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of this Deed;

(b) was authorized to and did execute this Deed as of the entity named in this Deed;

(c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(d) executed this Deed as the act of the entity.

(Print name and title below signature)

DEED

COUNTY OF GLOUCESTER

To

TOWNSHIP OF HARRISON

RECORD & RETURN TO:

**Clerk of the Board
BOARD OF CHOSEN FREEHOLDERS
2 South Broad Street
Woodbury, NJ 08096**

Legal Description of Block 60 Lot 1.19 Township of Harrison

All those tracts and parcels of land and premises hereinafter particularly described, situate in the Township of Harrison, County of Gloucester, and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the southerly line of Park Drive (50 feet wide) where the same is intersected by the dividing line between Lot 1.19 and 1.25, Block 60, said point being North 86 degrees 48 minutes 54 seconds East, 45.00 feet as measured from a point of curvature connecting a curve between said southerly line of said Park Drive and the easterly line of Earlington Avenue (60 feet wide); thence

(1) along said southerly line of Park Drive, North 86 degrees 48 minutes 54 seconds East, 13.83 feet to a point of curvature in the same; thence

(2) along the same and along a curve to the left having a radius of 250.00 feet, a chord of 172.85 feet bearing North 66 degrees 35 minutes 26 seconds East, an arc distance of 176.49 feet to a point in the dividing line between Lot 1.18 and Lot 1.19; thence

(3) along the same and radial to said curve, South 43 degrees 38 minutes 01 seconds East, 105.00 feet to a point in the northwesterly line of Lot 1.26, Block 60; thence

(4) along the same, South 46 degrees 49 minutes 57 seconds West, 124.01 feet to the northerly line of Lot 2, Block 60; thence

(5) along the same, South 86 degrees 48 minutes 54 seconds West, 149.12 feet to a point in the aforementioned dividing line between Lot 1.19 and Lot 1.25; thence

(6) along the same, North 03 degrees 11 minutes 06 seconds West, 99.84 feet to the point and place of beginning.

CONTAINING 24,996 square feet or 0.57 acres of land, more or less

BEING KNOWN as Block 60, Lot 1.19, on the current Tax Map of the Township of Harrison, having been consolidated from former Lots 1.19, 1.20, 1.21, 1.22, 1.23, and 1.24 shown on previous Tax Map.

ALSO SHOWN as Lots 1.19 through 1.24 on a plan entitled "Plan of Lots, Oak Park" prepared by Korab, McConnell and Dougherty Assoc., P.A., dated 10/9/89, revised 5/30/90, filed in the County Clerk's Office on 10/16/90 as Map #2451.

ALSO BEING the same lands and premises which were conveyed to The County of Gloucester by the following 6 deeds:

1) as to Lot 1.19: from Edward T. Ward III and Nancy B. Ward dated August 20, 2008 and recorded August 26, 2008 in Book 4574 of Deeds, Pages 174 &c.;

2) as to Lot 1.20: from Francis T. Rodgers and Diane C. Kincaid dated August 20, 2008 and recorded September 10, 2008 in Book 4579 of Deeds, Pages 332 &c.;

3) as to Lot 1.21: from Carol C. Henzy and John M. Henzy, h/h, dated July 30, 2008 and recorded August 4, 2008 in Book 4566 of Deeds, Pages 133 &c.;

4) as to Lot 1.22: from Mary Matteo, dated July 30, 2008 and recorded August 4, 2008 in Book 4566 of Deeds, Pages 143 &c.;

5) as to Lot 1.23: from Kimberly Hullfish, dated July 30, 2008 and recorded August 4, 2008 in Book 4566 of Deeds, Pages 128 &c.; and

6) as to Lot 1.24: from Jody L. McQuade, dated July 30, 2008 and recorded August 4, 2008 in Book 4566 of Deeds, Pages 138 &c.;

all recorded in the Office of the Gloucester County Clerk.

DEED

CB

This Deed is made on _____, 2013, between

The County of Gloucester, a political subdivision of the State of New Jersey

Whose post office address is: 2 South Broad Street, Woodbury, NJ 08096

referred to as the Grantor,

AND

TOWNSHIP OF HARRISON, a municipal corporation of the State of New Jersey

Whose post office address is: 114 Bridgeton Pike, Mullica Hill, NJ 08062,

referred to as the Grantee.

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

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee.

This transfer is made for the sum of One Dollar and Zero Cents (\$1.00)

The Grantor acknowledges receipt of this money.

2. **Tax map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Harrison Township,

Block No. 34,

Lot No. 46

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Harrison, County of Gloucester and State of New Jersey.

The legal description is:

Please see attached **Legal Description** annexed hereto and made a part hereof .

The street address of the Property was: 110, 116, & 118 Walters Road, Mullica Hill, NJ 08062.

4. **Promises by Grantor.** The Grantor's promises are listed below. Each promise is expressed in the language of a New Jersey law (with a reference to the law) and is followed by an explanation in plain language. The Grantor promises that:

- a. the Grantor is lawfully seized of the said land (N.J.S.A. 46:4-3) - the Grantor is the legal owner;
- b. the Grantor has the right to convey the said land to the Grantee (N.J.S.A. 46:4-4) - the Grantor has the right to convey (sell) this property;
- c. the Grantee shall have quiet possession of the land free from all encumbrances (N.J.S.A. 46:4-5), the Grantee will not be disturbed by others with claims against this Property and the Property is free of all encumbrances;
- d. the Grantor will warrant generally the Property hereby conveyed (N.J.S.A. 46:4-7) the Grantor guarantees the Grantee's ownership of the Property; and
- e. the Grantor will execute such further assurances of the said land as may be requisite (N.J.S.A.46:4-10) - the Grantor will comply with the Grantee's reasonable requests to correct any title defect.

5. **Who is Bound.** The promises made in this Deed are legally binding upon the Grantor and all who lawfully succeed to the Grantor's rights and responsibilities. These promises can be enforced by the Grantee and all future owners of the Property.

6. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below signature).

Witnessed or Attested by:

COUNTY OF GLOUCESTER

Robert M. DiLella, Clerk

Robert M. Damminger, Director

I CERTIFY that on _____, 2013, Robert M. Damminger, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(Print name and title below signature)

Witnessed or Attested by:

Township of Harrison

Diane L. Malloy, Clerk

Louis F. Manzo, Mayor

I CERTIFY that on _____, 2013, Louis F. Manzo, personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of this Deed;

(b) was authorized to and did execute this Deed as of the entity named in this Deed;

(c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

(d) executed this Deed as the act of the entity.

(Print name and title below signature)

DEED

COUNTY OF GLOUCESTER

To

TOWNSHIP OF HARRISON

RECORD & RETURN TO:

**Clerk of the Board
BOARD OF CHOSEN FREEHOLDERS
2 South Broad Street
Woodbury, NJ 08096**

Legal Description:

All those tracts and parcels of land and premises hereinafter particularly described, situate in the Township of Harrison, County of Gloucester, and the State of New Jersey, bounded and described as follows:

BEGINNING at the point of intersection of the centerline of Walters Road (aka Jefferson-Ewan Road, 33 feet wide) and the boundary line between lands now or formerly of William S. Hazelton and the former Mary B. Walters Estate, of which herein described premises forms a part, said point being approximately 500 feet north along Walters Road from the centerline of the Mullica Hill-Glassboro Road; thence

1. Along lands of Hazelton, North 60 degrees 38 minutes 55 seconds East, 709.37 feet to the southerly line of an abandoned 60-foot-wide railroad right-of-way, being lands n/f Kenneth T. Stretch and having no tax lot number; thence
2. Along said southerly line of Stretch, North 67 degrees 39 minutes 13 seconds West 695.69 feet to the centerline of Walters Road; thence
3. Along said centerline of Walters Road, South 02 degrees 21 minutes 05 seconds East 612.73 feet to the point and place of beginning.

CONTAINING 193,638 square feet or 4.45 acres of land, more or less.

EXCEPTING from the above area that area to be retained in fee by the Grantor for the right-of-way of the Mullica Hill Bypass, said area bounded and described as follows:

BEGINNING at the point of intersection of the centerline of Walters Road (aka Jefferson-Ewan Road, 33 feet wide) and the boundary line between lands now or formerly of William S. Hazelton and the former Mary B. Walters Estate, of which herein described premises forms a part, said point being approximately 500 feet north along Walters Road from the centerline of the Mullica Hill-Glassboro Road; thence

1. Along lands of Hazelton, North 60 degrees 38 minutes 55 seconds East, 279.08 feet to the northeasterly line of said Bypass; thence
2. Along said northeasterly line, curving to the right and concave to the northeast, with a radius of 3142.10 feet, a deflection of 1 degree 13 minutes 10 seconds and a chord of 66.88 feet bearing North 25 degrees 23 minutes 42 seconds West, an arc distance of 66.88 feet to a point of tangency; thence
3. Along said northeasterly line, North 25 degrees 35 minutes 52 seconds West 193.68 feet; thence
4. Along said northeasterly line, North 24 degrees 04 minutes 38 seconds West 217.84 feet to a point of curvature; thence
5. Along said northeasterly line curving to the left and concave to the southwest, with a radius of 1037.00 feet, a deflection of 1 degree 02 minutes 09 seconds and a chord of 18.75 feet bearing North 24 degrees 35 minutes 43 seconds West, an arc distance of 18.75 feet to the southerly line of an abandoned 60-foot-wide railroad right-of-way, being lands n/f Kenneth T. Stretch and having no tax lot number; thence
6. Along said southerly line, North 67 degrees 39 minutes 13 seconds West 64.18 feet to the centerline of Walters Road; thence
7. Along said centerline, South 02 degrees 21 minutes 05 seconds East 612.73 feet to the point and place of BEGINNING.

CONTAINING 86,281.6 square feet or 1.98 acres to be retained in fee by the Grantor for roadway purposes.

REMAINING PARCEL CONTAINING 107,356 square feet or 2.47 acres of land, said parcel

TO BE SUBJECT TO the following Drainage Easement to the County to accommodate Stormwater Management Facility "C" as shown on Plans entitled "Stage 1- Roadway Construction Plans for Mullica Hill By-Pass (US RT 322)", Construction Plan Sheets 11,12 & 17 of 103 by Maser Consulting P.A. Project No. 07000608G, Drawings.. No. HA022555 & HA025765, all dated 1-9-2010 and revised to 3-1-2010, and more particularly described as follows:

BEGINNING at a point in the new northeasterly right of way line of the Mullica Hill Bypass, said point being North 65 degrees 55 minutes 22 seconds East , 38.83 feet from the centerline at station 68+40.00; thence (the next 3 courses along said northeasterly line of said Bypass)

1. along said northeasterly line, but not parallel with the centerline , North 25 degrees 35 minutes 52 seconds West 69.07 feet; thence
2. still along said northeasterly line, parallel with and 37.00 feet from the centerline, North 24 degrees 04 minutes 38 seconds West 217.84 feet to a point of curvature; thence
3. still along said northeasterly line, concentric with and 37.00 feet from the centerline, curving to the left and concave to the southwest, with a radius of 1037.00 feet, a deflection of 1 degree 02 minutes 09 seconds and a chord of 18.75 feet bearing North 24 degrees 35 minutes 43 seconds West, an arc distance of 18.75 feet to the southerly line of an abandoned 60-foot-wide railroad right-of-way , being lands n/f Kenneth T. Stretch and having no tax lot number; thence
4. along said southerly line of Stretch, South 67 degrees 39 minutes 13 seconds East 210.00 feet; thence
5. South 09 degrees 12 minutes 07 seconds East 183.61 feet ; thence
6. South 65°55'22" West , 42.00 feet to the point and place of BEGINNING

DRAINAGE EASEMENT CONTAINING: 25,385 square feet or 0.58 acres.

SUBJECT TO any other easements and restrictions of record.

BEING known as Lot 46 in Block 34 as shown on Plate 18 on the current Harrison Township Tax Map, and formerly known as Lots 46, 47, and 48 on past tax maps, less that portion of those former Lots 46, 47, & 48 retained in fee by the County of Gloucester for the right-of-way of the Mullica Hill Bypass.

BEING the same lands and premises which the County of Gloucester acquired by three separate deeds, the first from William K. Walters and Nancy F. Cuthbert, by Deed dated August 20, 2008 and recorded August 26, 2008 in Book 4574 of Deeds, pages 139 &c (as to former Lot 46), the second from Sharon Marinelli and John Marinelli by deed dated August 20, 2008 and recorded August 26, 2008 in Book 4574 of Deeds, pages 159 &c (as to former Lot 47) and third, from Nash K. Lowry and Kathleen M. Lowry by deed dated August 27, 2008 and recorded September 10, 2008 in Book 4579, pages 322 &c (as to Lot 48), all in the Office of the Gloucester County Clerk at the Courthouse in Woodbury, NJ.

C4

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2013 FORD F150 4WD AND ONE (1) 2013 FORD F150 2WD FROM HERTRICH FLEET SERVICES, INC. FOR THE TOTAL AMOUNT OF \$37,098.00

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply of one (1) 2013 Ford F150 4WD regular cab 8ft bed and one (1) 2013 Ford F150 2WD regular cab 8ft bed (hereinafter the "vehicles") to be utilized by the County Highway Department and Fleet Management Division to conduct County business; and

WHEREAS, the County after due notice and advertisement, received sealed bids for the purchase of one (1) Ford F150 4WD and one (1) Ford F150 2WD vehicles for use by the County; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Hertrich Fleet Services, Inc. 1427 Bay Road, Milford, DE. 19963, was the lowest responsive and responsible bidder to provide the vehicles as per bid specifications PD #013-022. The bid is \$19,620.00 for the Ford F150 4WD with options and \$17,478.00 for the Ford F150 2WD with options with a total purchase amount of \$37,098.00; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$37,098.00, for the purchase of two (2) vehicles, pursuant to C.A.F. # 13-03407 which amount shall be charged against budget line item #3-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of one (1) 2013 Ford F150 4WD regular cab 8ft bed with options and one (1) 2013 Ford F150 2WD regular cab 8ft bed with options for use by the County Highway Department and Fleet Management Division is hereby authorized; and in accordance with and pursuant to the bid submitted by Hertrich Fleet Services, Inc., and the specifications promulgated by the County PD #013-022; and

BE IT FURTHER RESOLVED, the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary upon approval of the original budget for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 8, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

PD 013-022 Bid Opening 4/17/2013 10:00am SPECIFICATIONS FOR SUPPLYING ONE (1) 2013 OR NEWER FORD F 150 4WD REGULAR CAB 8FT. BED AND ONE (1) 2013 OR NEWER FORD F-150 2WD REGULAR CAB 8FT. BED FOR USE BY THE GLOUCESTER COUNTY DEPARTMENT OF FLEET MANAGEMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP		VENDOR: Hertrich Fleet Services 1427 Bay rd. Milford De. Michael Wright 800 698-9825 302 839-0555 Fax	VENDOR: Winner Ford 250 Berlin Rd. Cherry Hill, NJ 08034 Mike Drahuschak 856 427-2792 856 428-4718 Fax	VENDOR: Pacific Marple Ford 3015 West Chester Pk. Broomall PA 19008 James Klernan 610 353-5500 ext. 255 610 356-8997 Fax
ITEM	DESCRIPTION	Per Unit	Per Unit	Per Unit
1	2013 Ford F-150 4WD Reg. Cab 8 Ft. Bed Options Listed Truck with all Options	\$18,362.00 \$1,258.00 \$19,620.00	\$18,567.00 \$1,200.00 \$19,767.00	\$19,992.00 Included \$19,992.00
2	2013 Ford F-150 2WD Reg. Cab 8 Ft. Bed Options Listed Truck with all Options	\$15,900.00 \$1,578.00 \$17,478.00	\$16,067.00 \$1,500.00 \$17,567.00	\$17,782.00 Included \$17,782.00
	DELIVERY ARO	60 To 90 Days	Based on production at time of order	60 Days
	Variations: (if any)			
	Will you extend your prices to local government entities within the County	YES	YES	YES
	Bid specifications sent to:	Prime Vendor Gentilini Ford	Day Ford	Chapman Auto Group
	Based upon the bids received, I recommend Hertrich Fleet Services be awarded the contract for both vehicles as the lowest responsive, responsible bidder.			
			Sincerely,	
			Robert J. McErlane	
			Purchasing	

C4

SIGNATURE PAGE

SIGNED:  COMPANY: Heinen Fleet Services Inc.
NAME: Michael Wright ADDRESS: 1427 Bryn Rd
(PRINTED OR TYPED) Milford De 19963
TITLE: Govt Sales Mgr TELE #: 800-698-9825
DATE: 4/17/13 FAX #: 302-839-0555

(END OF DOCUMENT)

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

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 S. 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>UNIT PRICE</u>
(1) 2013 FORD F-150 4WD REG. CAB 8ft. BED	\$ 18362. ⁰⁰
OPTIONS LISTED	\$ 1258. ⁰⁰
(1) TRUCK WITH ALL OPTIONS	TOTAL \$ 19620. ⁰⁰

	<u>UNIT PRICE</u>
(1) 2013 FORD F-150 2WD REG. CAB 8ft. BED	\$ 15900. ⁰⁰
OPTIONS LISTED	\$ 1578. ⁰⁰
(1) TRUCK WITH ALL OPTIONS	TOTAL \$ 17478. ⁰⁰

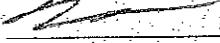
BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 600090 DAYS ARO

VARIATIONS: (None)

C4

SIGNATURE PAGE

SIGNED: 

COMPANY: Winn-Dixie Food

NAME: Michael D. Deatherage
(PRINTED OR TYPED)

ADDRESS: 250 Berlin Rd
Cherry Hill NJ 08034

TITLE: Account Mgr

TELE #: 856 427-2792

DATE: 4/11/13

FAX #: 856 428-4718

(END OF DOCUMENT)

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

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 S. 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>UNIT PRICE</u>
(1) 2013 FORD F-150 4WD REG. CAB 8ft. BED	\$ <u>18,567</u>
OPTIONS LISTED	\$ <u>1200</u>
(1) TRUCK WITH ALL OPTIONS	TOTAL \$ <u>19,767</u>

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
(1) 2013 FORD F-150 2WD REG. CAB 8ft. BED	\$ <u>16,067</u>
OPTIONS LISTED	\$ <u>1500</u>
(1) TRUCK WITH ALL OPTIONS	TOTAL \$ <u>17,567</u>

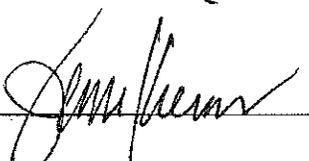
BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: _____ DAYS ARO
BASED ON PRODUCTION AT TIME OF ORDER

VARIATIONS:
NONE

021

SIGNATURE PAGE

SIGNED: 

COMPANY: Pacifico Marple Ford

NAME: James Kiernan ADDRESS: 3015 West Chester Pike Broomall Pa 19008
(PRINTED OR TYPED)

TITLE: Commercial Sales Manager

TELE #:610 353 5500 ext 255

DATE: 04/16/2013

FAX #: 610 356 8997_

TO THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

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 S. 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>UNIT PRICE</u>
(1) 2013 FORD F-150 4WD REG. CAB 8ft. BED	\$19,992.00
OPTIONS LISTED	Included
(1) TRUCK WITH ALL OPTIONS	TOTAL \$19,992.00

	<u>UNIT PRICE</u>
(1) 2013 FORD F-150 2WD REG. CAB 8ft. BED	\$17,782.00
OPTIONS LISTED	Included
(1) TRUCK WITH ALL OPTIONS	TOTAL \$ 17,782.00

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 60 DAYS ARO

VARIATIONS:

C4

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

Certificate of Availability of Funds

TREASURER'S NO. 13-03407 DATE April 25, 2013

3-01-26-315-001-20672

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT PW/Elect Mgmt Division

AMOUNT OF CERTIFICATION \$37,098.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION: Resolution authorizing the purchase of one (1) 2013 Ford F150 4WD regular cab 8ft bed with options for \$19,620.00 and one (1) 2013 F150 2WD regular cab 8ft bed with options for \$17,478.00
PD-13-022

VENDOR: Hertrich Fleet Services

ADDRESS: 1427 Bay Rd

Millford, De 19963

Larry Harnes
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 5-3-13

Meeting Date: May 8., 2013

35

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2013 FORD TAURUS SEDAN POLICE INTERCEPTORS AWD FROM WINNER FORD FOR THE TOTAL AMOUNT OF \$61,934.00

WHEREAS, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for the supply of two (2) 2013 Ford Taurus Sedan Police Interceptor AWD (hereinafter the "vehicles") to be utilized by Gloucester County Sheriff's Department to conduct County business; and

WHEREAS, the County after due notice and advertisement, received sealed bids for the purchase of two (2) vehicles for use by the County; and

WHEREAS, after following the appropriate public bidding procedures, it was determined that Winner Ford, 250 Haddonfield-Berlin Rd, Cherry Hill, NJ 08034, was the lowest responsive and responsible bidder to provide the vehicles as per bid specifications PD #013-021. The bid is \$30,967.00 for each vehicle and a total purchase amount of \$61,934.00; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$61,934.00, for the purchase of two (2) vehicles, pursuant to C.A.F. # 13-03409 amount shall be charged against budget line item #3-01-26-315-001-20610.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2013 Ford Taurus Sedan Police Interceptor for use by County's Sheriff's Department is hereby authorized and in accordance with and pursuant to the bid submitted by Winner Ford and the specifications promulgated by the County PD #013-021; and

BE IT FURTHER RESOLVED, the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary upon approval of the original budget for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 8, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

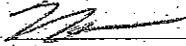
ATTEST:

ROBERT N. DI LELLA, CLERK

PD 013-021 Bid Opening 4/17/2013 10:00am SPECIFICATIONS FOR SUPPLYING TWO (2) 2013 OR NEWER FORD SEDAN POLICE INTERCEPTOR AWD TO THE COUNTY OF GLOUCESTER			
WINNER FORD 250 Haddonfield-Berlin Rd Cherry Hill, NJ 08034 Michael Drahuschak 856 427-2792 856 428-4718 Fax	HERTRICH FLEET SERVICES 1427 Bay rd. Milford De. Michael Wright 800 698-9825 302 839-0555 Fax	PACIFICO MARPLE FORD 3015 West Chester Pk. Broomall PA 19008 James Kiernan 610 353-5500 ext. 255 610 356-8997 Fax	CHAPMAN FORD 6740 Blackhorse Pk. Egg Harbor Twp. NJ 08234 James Piccoli 609 504-4881 267 298-1890 Fax
DESCRIPTION 1 2013 Ford Taurus Police Interceptor 2 Total for Two DELIVERY ARO Variations: (if any) Will you extend your prices to local government entities within the County Bid specifications sent to: Based upon the bids received, I recommend Winner Ford be awarded the contract as the lowest responsive, responsible bidder.	Per Unit \$30,967.00 \$61,934.00 Based on production schedule at time of order NONE YES YES Day Ford	Per Unit \$33,000.00 \$66,000.00 75 Days AWD \$34,062.00 \$68,124.00 YES YES Prime Vendor	Per Unit \$36,532.00 \$73,064.00 90 to 120 Days YES YES YES YES
Based upon the bids received, I recommend Winner Ford be awarded the contract as the lowest responsive, responsible bidder.			
Sincerely,			
Robert J. McErlane Assistant Purchasing Agent			

C5

SIGNATURE PAGE

SIGNED: 

COMPANY: WINDLER FORD

NAME: Michael D. Hutchison
(PRINTED OR TYPED)

ADDRESS: 250 BENLIN RD

CHERRY HILL NJ 08034

TITLE: Acct Man

TELE #: 856 427-2792

DATE: 4/12/13

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 VEHICLES, 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 S. BROAD St, 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 POLICE INTERCEPTOR OR EQUAL	1	\$ <u>30,967</u>
	TOTAL FOR 2	\$ <u>61,934</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: _____ DAYS ARO
BASED ON PRODUCTION SCHEDULE

VARIATIONS:

C5

SIGNATURE PAGE

SIGNED: *[Signature]* **COMPANY:** Heertrich Fleet Services Inc.
NAME: Heertrich Fleet Services Inc. **ADDRESS:** 1427 Bay Rd
(PRINTED OR TYPED) Milford De 19963
TITLE: Cost Sales Mgr **TELE #:** 800-698-9825
DATE: 4/17/13 **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 VEHICLES, 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 S. BROAD St, 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 POLICE INTERCEPTOR OR EQUAL	1	\$ <u>31128.⁰⁰</u>
	TOTAL FOR 2	\$ <u>62256.⁰⁰</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 90 to 120 DAYS ARO

VARIATIONS:

- Vehicles will be 2014 models
- We are substituting the Federal Signal Legend LP2 light bar
and PA640 Siren/Amplifier. Please see enclosed literature.

C5

SIGNATURE PAGE

SIGNED:  COMPANY: Pacifico Marple Ford

NAME: **James Kiernan** ADDRESS: 3015 West Chester Pike Broomall Pa 19008
(PRINTED OR TYPED)

TITLE: Commercial Sales Manager

TELE #: 610 353 5500 ext 255

DATE: 04/16/2013

FAX #: 610 356 8997_

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 VEHICLES, 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 S. BROAD St, 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 POLICE INTERCEPTOR OR EQUAL Please Note AWD Code is P2M	1	\$34,062.00
	TOTAL FOR 2	\$68,124.00

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: 75 DAYS ARO

VARIATIONS: This Bid is for All Wheel Drive Vehicle Body Code P2M

C5

SIGNATURE PAGE

SIGNED:  COMPANY: Chapman Food Sales
NAME: James Piccoli ADDRESS: 6740 Black Horse Pike
(PRINTED OR TYPED) Rdg Haddon Twp NJ
TITLE: Plant Mgr TELE #: 609-504-4881
DATE: 3-11-13 FAX #: 267-298-1890

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 VEHICLES, 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 S. BROAD St, 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 POLICE INTERCEPTOR OR EQUAL	1	\$ <u>36,532.00</u>
	TOTAL FOR 2	\$ <u>73,064.00</u>

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

DELIVERY DATE: Approx 90 DAYS ARO

VARIATIONS:

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

C5

Certificate of Availability of Funds

TREASURER'S NO. 13-03409 DATE April 25, 2013

3-01-26-315-001-20610

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT PW/Fleet Mgmt Division

AMOUNT OF CERTIFICATION \$61,934.00 COUNTY COUNSEL Matt Lyons

DESCRIPTION:

Resolution authorizing the purchase of two (2) 2013 Ford Taurus Sedan Police Interceptor AWD for \$30,967.00 ea to be utilized by the County Sheriff's Department to conduct County business

PD-13-021

VENDOR: Winner Ford

ADDRESS: 250 Haddonfield-Berlin Rd

Cherry Hill NJ 08034

Larry Hayes Sr
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 5-13-13

Meeting Date: May 8, 2013

CW

RESOLUTION AWARDING A CONTRACT TO BILLOWS ELECTRIC SUPPLY COMPANY FOR THE SUPPLY AND DELIVERY OF ELECTRICAL PARTS FROM JUNE 1, 2013 TO MAY 31, 2014 FOR AN AMOUNT NOT TO EXCEED \$60,000.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply and delivery of electrical parts, as set forth in **PD-013-016**; and

WHEREAS, bids were publicly received and opened on March 27, 2013; and

WHEREAS, after following proper public bidding procedure, it was determined that Billows Electric Supply Company, with an address of 506 White Horse Pike Haddon Heights, NJ 08035, was the lowest responsive and responsible bidder to perform said services, for a contract amount not to exceed \$60,000.00 per year for the term of contract, with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as per the bid specifications; and

WHEREAS, the contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to Billows Electric Supply Co. for the supply and delivery of electrical parts for an annual contract amount not to exceed \$60,000.00 from June 1, 2013 to May 31, 2014; and, that the Freeholder Director and Clerk of the Board are hereby authorized to execute said contract for the purposes set forth above.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on May 8, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

110

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER AND
BILLOWS ELECTRIC SUPPLY COMPANY**

THIS CONTRACT is made effective the 1st day of **MAY, 2013** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BILLOWS ELECTRIC SUPPLY COMPANY**, with offices at 506 White Horse Pike Haddon Heights, NJ 08035, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of Electrical parts and supplies, as set forth in **PD-013-016**.

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 supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERMS**. This Contract shall be effective for the period of one (1) year from the date of June 1, 2013, with the County having the option to extend for one (1) two-year term or (2) one-year terms.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD 013-016**, with a contract amount not to exceed \$60,000.00 per year for the supply and delivery of electrical parts, and existing units within the County as allowed through the County purchasing system numbers CK-01GC & 16GLCP consistent with Vendor's Bid.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD-013-016**, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 identified as **PD-013-016**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor

subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as *PD 013-016*, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract

and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this _____ day of **May, 2013**.

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

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

BILLOWS ELECTRIC SUPPLY COMPANY

BY: _____

Please Print Name

PD 013-016 Bid Opening 3/27/2013 10:00am	
PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF ELECTRICAL PARTS AND SUPPLIES FOR THE COUNTY OF GLOUCESTER, AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP	
VENDOR Billows Electric Supply Co. 506 White Horse Pk. Haddon Hts. NJ 08035 Dennis McGeehan 856 546-7700 856 547-2149 Fax	
ITEM	DESCRIPTION
	DELIVERY OF ELECTRICAL PARTS AND SUPPLIES
1	BATTERY-FOR EXIT LIGHT WP 4-6, 6V 4AH
	\$8.25
2	TRANSFORMER, ADVANCE-175MH 71A5570, 120-208-240 VOLTS
	\$43.75
3	BALLAST-FOR 2F40 TUBES 446-L-SLH-TC-P
	\$12.25
4	BALLAST-FOR 2F96T OR F7-2T12/HO 120 VOLT
	\$36.70
5	BALLAST-L 48 ROBERT, TRANS. FOR 1-4'6 OR 8 WATT LAMP, 120 VOLT
	\$11.45
6	BELL BOX-1/2"2 GANG, THEADED HUB
	\$4.55
7	BELL BOX 1/2"1 GANG, THREADED HUB
	\$1.85
8	SAFETY SLEEVES-W/END CAPS FOR FLUORESCENT 4FT. TUBES
	\$1.25
9	SAFETY SLEEVES-W/END CAPS FOR FLUORESCENT 8 FT. TUBES
	\$2.50
10	SAFETY SLEEVES-FOR T-8 W/END CAPS
	\$1.25
11	SAFETY SLEEVES-8'SLIM FOR F096/841 TUBES
	\$2.50
12	BOX-WIREMOLD V5747 SWITCH & RECEPTICLE
	\$4.56
13	BOX-4" OCTAGON JUNCTION RACO 125
	\$0.90
14	BOX-JUNCTION #2100

	RACO 257 4 11/16"		\$1.73	
15	BOX-WIRE MOLD FIXTURE ROUND #5737 IVORY		\$8.81	
16	BOX-WIRE MOLD 5747-2 SHALLOW SW. & RECEP. 2 GANG		\$8.87	
17	BALLAST-3 LAMP OSRAM GT3X321120 I.S.		\$12.51	
18	CLIPS-SUPPORTING WIREMOLD V5703, IVORY		\$0.36	
19	BOX-WIRE MOLD 5751 EXTENSION ADAPTER		\$4.93	
20	BOX-JUNCTION 1900 RACO 192		\$0.7604	
21	EXTENSION BOX 1900 RACO		\$1.4529	
22	BOX-WIRE MOLD 5744 EXTRA DEEP SW. & REC.		\$13.14	
23	BOX-5741 SHALLOW SW. & REC.		\$5.81	
24	BREAKER- SQ. D QO-2020 TW		\$44.71	
25	BREAKER-20 AMP 1- POLE SQ. D QOV20		\$8.00	
26	BREAKER-15- AMP 1 POLE SQD		\$8.00	
27	BREAKER-20 AMP CROUSE- HINES 1- POLE		\$3.69	
28	BREAKER-20 AMP 2- POLE SQ.D SNAP-IN		\$12.18	
29	BREAKER-30 AMP 2- POLE SQ.D		\$12.18	
30	BREAKER-20 AMP 2- POLE SQ.D BOLT-IN		\$30.00	
31	BREAKER-15 AMP 1- POLE SQ.D QOB		\$13.53	
32	BREAKER-20 AMP 1- POLE SQ.D		\$13.53	
33	BREAKER-30 AMP 1- POLE SQ.D QOB		\$13.53	
34	BREAKER-20 AMP 2- POLE CUTLER HAMMER		\$8.38	
35	CABLE-12-2 MC		* \$390.00 Per Thousand	
36	CABLE-12-3 MC		* \$682.00 Per Thousand	

37	CABLE-TIES 11 1/2" PLASTIC, 1/4" WIDE	\$8.00 Per Hundred	
38	CABLE-10-3 MC ROLL= 250 FT	* \$1186.29 Per Thousand	
39	BREAKER-20 AMP 1- POLE GE BOLT-ON	\$12.00	
40	BREAKER-20 AMP QUICKLAG-B WESTINGHOUSE 1- POLE BOLT	\$17.50	
41	BALLAST-OSRAM QT4X32/120IS FOR 4 TUBE BALLAST	\$13.62	
42	BALLAST-QT2X32/120, FOR 2-4' TUBES	\$11.40	
43	CABLE-10/2 MC	* \$846.48 Per Thousand	
44	BREAKER-20 AMP 2-POLE ITE BOLT- ON BQ2B020	\$57.31	
45	BOX RACO # 570 (2-3/4" DEEP ARMORED CABLE)	\$2.4133	
46	SINGLE RECEPTAL- COVERED WEATHERPROOF- VERTICAL	\$1.99	
47	BALLAST ADVANCED 71A54A3- MILL. LIGHT	\$196.00	
48	BELL BOX WPO 3/4"- 3 HOLES	\$2.58	
49	BALLAST ADV-IGF2542M-Z-LDK (FOR 2 LAMPS-T4 120/277 VOLT)	\$25.11	
50	BALLAST ADVANCE 1CF2S18-H-LD 18W- 4 PIN	\$23.27	
51	BALLAST ADVANCE 277 V V5 0624 24 BL TP (NO SUBSTITUTIONS)	\$136.00	
52	BALLAST ADVANCE F2 S 13 H1 DK	\$21.98	
53	CABLE CONNECTOR 3/8" MC	\$0.3285	
54	CONNECTORS- 1/2" EMT COMPRESSION TYPE	\$0.2256	
55	CONNECTORS-1/2" SEAL TIGHT	\$0.5572	
56	CONNECTORS- 1/2" STRAIGHT SEAL TIGHT	\$0.7217	
57	CONNECTORS- 1/2" EMT W/SET SCREW	\$0.1382	
58	WIREMOLD-CONNECTORS, 1/2", #5781, IVORY	\$2.36	

59	CONNECTORS- 3/4" THIN WALL COMPRESSION	\$0.41
60	CONNECTOR 3/4" LIQ. TIGHT, STRAIGHT #3403	\$1.2292
61	PLATE- SINGLE RECEPT. 1 GANG WHITE STEEL	\$0.55
62	PLATES- 2 GANG DUPLEX REC. WHITE, STEEL	\$1.10
63	COVER- OCTAGON BLANK	\$0.2976
64	COUPLING- 1/2" EMT COMPRESSION TYPE	\$0.3579
65	COUPLING- 1/2" HEAVY WALL THREADED	\$0.8006
66	PLATE- 1900 SINGLE RECEPT.	\$0.8374
67	PLATES- 2 GANG 1 TOGGLE DUPLEX WHITE	\$1.10
68	PLATES- 2100 BLANK	\$0.4706
69	PLATE- BELL BLANK 1- GANG, #240-AL	\$0.5348
70	PLATE-BELL BLANK 2- GANG #240-2 AL	\$1.1631
71	PLATES- BLANK DOUBLE RECEPTACLE WHITE	\$1.10
72	PLATE- 1 GANG DUPLEX, MAXI WHITE	\$0.55
73	PLATES- 1 GANG DUPLEX, WHITE, METAL	\$0.55
74	PLATES- 1 GANG BLANK, WHITE	\$0.55
75	PLATES- 1 GANG TOGGLE, WHITE	\$0.55
76	PLATES- 1900 DUPLEX, SINGLE DUPLEX RECEPTACLE	\$0.8374
77	PLATES- 1900 RECEPT., 2 GANG	\$0.8374
78	PLATES- 1900 BLANK W/KO, 4" SQ	\$0.3278
79	PLATES-OCTAGON BLANK	\$0.2976
80	DUCT SEAL- ELECT. PUTTY, 5 LB BLOCKS	\$7.61
81	PLATE- DOUBLE SWITCH, IVORY MAXI	\$1.10
82	LAMPHOLDER- 3002 FLOOD WEATHERPROOF 150 W. MAX	\$1.52

83	CONDUIT- FLEX 3/4" SEAL TIGHT	\$ 7184 Ft
84	CONDUIT- FLEX 1"	\$1,0557 Ft
85	LIGHT & EXIT COMBO UX2EWRWLED/2M LIGHT - A- LARM	\$65.00
86	HEATER- ELECTRIC PORTABLE MARKEL, 120 VOLTS	\$33.00
87	FUSE- 30 AMP CARTRIDGE TIME DELAY- 250 VOLTS	\$3.34
88	EMERGENCY LIGHT- L- ALARM 2P12G1	\$65.56
89	WIRE MARKERS, 1 THRU 10	\$7.53
90	WIRE MARKERS (L1-L2-L3-T1-T2-T3)	\$7.53
91	PIPE EMT 1/2"	\$151.50 Per Thousand
92	STRAPS- 1/2" EMT THIN WALL	\$0.0476
93	PIPE EMT 3/4"	\$312.90 Per Thousand
94	STRAPS- 1" FOR 1" EMT PIPE	\$0.1247
95	STRAPS-3/4" EMT THIN WALL	\$0.0664
96	PIPE 1" EMT	\$54.32
97	FUSE-20 AMP 250 VOLTS CARTRIDGE TIME DELAY	\$3.34
98	PHOTO CONTROL- 120 VOLTS, T15	\$7.62
99	POLISH STEEL PLATES (SINGLE TOGGLE)	\$0.97
100	PHOTO CELL SCIENTIFIC FA 1068 208/277 VOLT 1000 VA BALLAST (GSB OUTSIDE LIGHTS)	* \$14.67
101	PLUG-MALE 15 AMP, BRYANT 5266- N	\$3.77
102	PLUG- FEMALE 15 AMP, BRYANT 5269- N	\$6.32
103	FUSE CARTRIDGE 60 AMP- 600 VOLT (TIME DELAY)	\$12.69
104	RECEPTACLE- GFI DUPLEX 20 AMP	\$7.88
105	RECEPTACLE- DUPLEX 20 AMP 125 VOLTS, IVORY	\$1.08
106	RECEPTACLE- 20 AMP SINGAL 220 VOLTS IVORY	\$3.30

107	RECEPT, 20 AMP SINGLE 3- WIRE GROUNDING TYPE IVORY	\$2.17
108	SCREWS- 3/8 GROUNDING	\$3.75 Per Hundred
109	KO SEALS- 1/2" # 40111	\$0.2387
110	KO SEALS -3/4"	\$0.2501
111	KO SEALS- 1"	\$0.4092
112	KO SEALS- 1 1/4"	\$0.5002
113	KO SEALS- 1 1/2"	\$0.8640
114	KO SEALS- 2"	\$104.56 Per Hundred
115	SWITCH- 1 POLE 20 AMP, IVORY	\$1.59
116	SWITCH- 3 WAY 20 AMP, IVORY	\$2.00
117	SWITCH- 2 POLE 20 AMP, TOGGLE IVORY	\$3.90
118	TAPE- GREEN MARKING, 1/2" X 20'	\$1.99
119	TAPE-ELCET. SCOTCH 88, 3/4" X 66'	\$4.29
120	TAPE- WHITE ELEC., 1/2" X 20'	\$1.97
121	SWITCH TIMER T101, 24 HOURS	\$48.00
122	SHALL, BOX 5747-3 WIREMOLD, IVORY SW. & REC.	\$24.86
123	WIRE NUTS- BLUE FOR # 8 WIRE	\$376.27 Per Thousand
124	WIRE NUTS- GREEN FOR # 6 WIRE	\$142.45 Per Thousand
125	WIRE #12 GREEN THNN, STRANDED	* \$116.15 Per Thousand
126	WIREMOLD- STRAPS #504, IVORY	\$0.2353
127	WIREMOLD- FLAT ELBOW 90 #511 IVORY	\$1.26
128	WIREMOLD- INTERNAL ELBOW #517 IVORY	\$1.59
129	WIREMOLD- INTERNAL ELBOW, TWISTED #V5711, RH OR LH	\$3.35
130	WIREMOLD- EXTERNAL ELBOW #518 IVORY	\$1.47
131	WIRENUTS- GRAY	\$47.98 Per Thousand
132	WIREMOLD- RACEWAY, 500 SERIES, IVORY	\$88.20 Per Thousand

133	WIRENUTS- RED LG.	\$108.00 Per Thousand	
134	WIRENUTS- ORANGE SMALL	\$62.60 Per Thousand	
135	WIRENUTS- SM. BLUE, 72B	\$58.15 Per Thousand	
136	WIRENUTS- YELLOW	\$77.13 Per Thousand	
137	WIRE- 12/2 ROMEX	* \$306.79 Per Thousand	
138	WIRE #10 BLACK STRANDED	* \$179.46 Per Thousand	
139	WIRE #12 THNN SOLID, BLACK	* \$100.17 Per Thousand	
140	WIRE #12 THNN WHITE SOLID	* \$100.17 Per Thousand	
141	WIRE #10 THNN WHITE STRANDED	* \$179.46 Per Thousand	
142	WIRE #12 THNN GREEN STRANDED	* \$116.15 Per Thousand	
143	WIRE #12 BLACK STRANDED	* \$116.15 Per Thousand	
144	WIRE #12 WHITE STRANDED	* \$116.15 Per Thousand	
145	WIRE #12 THNN YELLOW STRANDED	* \$116.15 Per Thousand	
146	WIRE #12 THNN RED STRANDED	* \$116.15 Per Thousand	
147	WASHERS- REDUCING, 3/4" TO 1/2"	11.35 Per Thousand	
148	WASHERS- REDUCING, 1 1/2" TO 1/2"	31.27 Per Thousand	
149	2X2 LAY IN W/SILVER REFLECTOR (KB241-2-17-MV-REF)	\$55.00	
150	14/3 SEOW/STOOW CORD	* \$601.30 Per Thousand	
151	EXIT SIGN EXTU2RWEM DOUBLE FACE BATTERY BACKUP	\$19.00	
152	BALLAST- BATTERY 6 VOLTS PC6120 (POWERCELL ONLY NO SUBS)	\$19.10	
153	BALLAST- BATTERIES- PANASONIC SEALED RECHARGE 6V, 6.7 AH 20 HR.	\$18.52	
	DELIVERY ARO	10 Working Days	
	Variations: (if any)	* Prices based on COMEX at \$3.4325 LB	
	Will you extend your prices to local government entities within the County	YES	
	Bid specifications sent to:	Prime Vendor	iSqFt

		<p>Fairlife Electric Eco Lighting & Electric</p>	<p>Franklin Electric</p>	
	<p>The contract shall be for a one (1) year period with an option to extend for one (1) two year period or two (2) one year extensions.</p>			
	<p>Based upon the bids received, I recommend Billows Electric Supply Co. be awarded the contract, as the lowest responsive, responsible bidder.</p>			
	<p>Sincerely,</p>			
	<p>Robert J. McErlane Purchasing</p>			

SIGNATURE PAGE

CLP

SIGNED:  COMPANY: Billows Esc

NAME: Dennis McGeehan ADDRESS: 506 White Horse Pike
(PRINTED OR TYPED) Haddon Hts NJ 08035

TITLE: Sales

TELE #: 856 546 7700

DATE: 3.27.13

FAX #: 856 547 2149

dennis m @ billows. com

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 South Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ANNUAL EST. QTY.</u>	<u>UNIT PRICE</u>
001	BATTERY - FOR EXIT LIGHT WP 4-6, 6V4AH	50	\$ <u>8.25</u>
002	TRANSFORMER, ADVANCE - 175MH 71A5570, 120-208-240 VOLTS	20	\$ <u>43.75</u>
003	BALLAST -FOR 2F40 TUBES 446-L-SLH-TC-P	10	\$ <u>12.25</u>
004	BALLAST - FOR 2 F96T OR F7-2T12/HO 120 VOLT	4	\$ <u>36.70</u>
005	BALLAST-L 48 ROBERT, TRANS. FOR 1-4'6 OR 8 WATT LAMP, 120 VOLT	25	\$ <u>11.45</u>
006	BELL BOX-1/2" 2 GANG, THEADED HUB	20	\$ <u>4.55</u>
007	BELL BOX 1/2" 1 GANG, THREADED HUB	20	\$ <u>1.85</u>
008	SAFETY SLEEVES - W/END CAPS FOR FLUORESCENT 4FT. TUBES	50	\$ <u>1.25</u>
009	SAFETY SLEEVES - W/END CAPS FOR FLUORESCENT 8 FT. TUBES	50	\$ <u>2.50</u>
010	SAFETY SLEEVES - FOR T-8 W/END CAPS	50	\$ <u>1.25</u>
011	SAFETY SLEEVES - 8' SLIM FOR F096/841 TUBES	50	\$ <u>2.50</u>

012	BOX - WIREMOLD V5747 SWITCH & RECEPTICLE	50	\$ <u>4.56 E</u>
013	BOX - 4" OCTAGON JUNCTION RACO 125	50	\$ <u>.90 E</u>
014	BOX - JUNCTION #2100 RACO 257 4 11/16"	50	\$ <u>1.73 E</u>
015	BOX - WIRE MOLD FIXTURE ROUND #5737 IVORY	50	\$ <u>8.81 E</u>
016	BOX - WIRE MOLD 5747 - 2 SHALLOW SW. & RECEPT. 2 GANG	50	\$ <u>8.87 E</u>
017	BALLAST - 3 LAMP OSRAM GT3X321120 I.S.	25	\$ <u>12.51 E</u>
018	CLIPS - SUPPORTING WIREMOLD V5703, IVORY	100	\$ <u>.36 E</u>
019	BOX - WIRE MOLD 5751 EXTENSION ADAPTER	100	\$ <u>4.93 E</u>
020	BOX - JUNCTION 1900 RACO 192	100	\$ <u>.7604 E</u>
021	EXTENSION BOX 1900 RACO	100	\$ <u>1.4529 E</u>
022	BOX - WIRE MOLD 5744 EXTRA DEEP SW. & REC.	50	\$ <u>13.14 E</u>
023	BOX - 5741 SHALLOW SW. & REC.	50	\$ <u>5.81 E</u>
024	BREAKER - SQ.D QO - 2020 TW	25	\$ <u>44.71 E</u>
025	BREAKER - 20 AMP 1 - POLE SQ.D QOV20	20	\$ <u>8.00 E</u>
026	BREAKER - 15 - AMP 1 POLE SQD	20	\$ <u>8.00 E</u>
027	BREAKER - 20 AMP CROUSE - HINES 1 - POLE	20	\$ <u>3.69 E</u>
028	BREAKER - 20 AMP 2 - POLE SQ.D SNAP-IN	20	\$ <u>12.18 E</u>
029	BREAKER - 30 AMP 2 - POLE SQ.D	20	\$ <u>12.18 E</u>
030	BREAKER - 20 AMP 2 - POLE SQ.D BOLT - IN	20	\$ <u>30.00 E</u>
031	BREAKER - 15 AMP 1 - POLE SQ.D QOB	20	\$ <u>13.53 E</u>

* See variation sheet

032	BREAKER - 20 AMP 1 - POLE SQD	20	\$ <u>13.53</u>
033	BREAKER - 30 AMP 1 - POLE SQ.D QOB	20	\$ <u>13.53</u>
034	BREAKER - 20 AMP 2 - POLE CUTLER HAMMER	20	\$ <u>8.38</u>
035	* CABLE - 12 - 2 MC	5,000'	\$ <u>390. per thousand</u> *
036	* CABLE - 12 - 3 MC	2,000'	\$ <u>682.</u> *
037	CABLE - TIES 11 1/2" PLASTIC, 1/4" WIDE	3,000'	\$ <u>8.00 per hundred</u>
038	* CABLE - 10 - 3 MC ROLL=250 FT	4,000'	\$ <u>1186.29 per thousand</u> *
039	BREAKER - 20 AMP 1 - POLE GE BOLT-ON	20	\$ <u>12.00 E</u>
040	BREAKER - 20 AMP QUICKLAG - B WESTINGHOUSE 1 - POLE BOLT	20	\$ <u>17.50 E</u>
041	BALLAST - OSRAM QT4X32/120IS FOR 4 4' TUBE BALLAST	200	\$ <u>13.62 E</u>
042	BALLAST - QT2X32/120, FOR 2 - 4' TUBES	100	\$ <u>11.40 E</u>
043	* CABLE - 10 / 2 MC	4,000'	\$ <u>846.48 per thousand</u> *
044	BREAKER - 20 AMP 2 - POLE ITE BOLT - ON BQ2B020	20	\$ <u>57.31</u>
045	BOX RACO #570 (2-3/4" DEEP ARMORED CABLE	50	\$ <u>2,4133 E</u>
046	SINGLE RECEPTICAL - COVERED WEATHERPROOF - VERTICAL	30	\$ <u>1.99 E</u>
047	BALLAST ADVANCED 71A54A3 - MILL. LIGHTS	20	\$ <u>196. E</u>
048	BELL BOX WP0 3/4" - 3 HOLES	30	\$ <u>2.58 E</u>
049	BALLAST ADV-IGF2542M-Z-LDK (FOR 2 LAMPS - T4 120/277 VOLT	20	\$ <u>25.11 E</u>
050	BALAST ADVANCE ICF2S18-H-LD 18W - 4 PIN	20	\$ <u>23.27 E</u>
051	BALLAST ADVANCE 277v v5 0624 24 BL TP (No Substitutions)	34	\$ <u>136. E</u>
052	BALLAST ADVANCE F2 S 13 H11 DK <u>ICF 2S18H11DK</u>	34	\$ <u>21.98 E</u>

053	CABLE CONNECTOR 3/8"MC	150	\$ <u>.3285 E</u>
054	CONNECTORS - 1/2" EMT COMPRESSION TYPE	200	\$ <u>.2256 E</u>
055	CONNECTORS - 1/2" SEAL TIGHT	200	\$ <u>.5572 E</u>
056	CONNECTORS - 1/2" STRAIGHT SEAL TIGHT	200	\$ <u>.7217 E</u>
057	CONNECTORS - 1/2" EMT W/SET SCREW	200	\$ <u>.1382 E</u>
058	WIREMOLD - CONNECTORS, 1/2", #5781, IVORY	200	\$ <u>2.36 E</u>
059	CONNECTORS - 3/4" THIN WALL COMPRESSION	200	\$ <u>.41 E</u>
060	CONNECTOR 3/4" LIQ. TIGHT, STRAIGHT # 3403	200	\$ <u>1.2292 E</u>
061	PLATE - SINGLE RECEPT. 1 GANG WHITE STEEL	100	\$ <u>.55 E</u>
062	PLATES - 2 GANG DUPLEX REC. WHITE, STEEL	100	\$ <u>1.10 E</u>
063	COVER - OCTAGON BLANK	100	\$ <u>.2976 E</u>
064	COUPLING - 1/2" EMT COMPRESSION TYPE	100	\$ <u>.3579 E</u>
065	COUPLING - 1/2" HEAVY WALL THREADED	100	\$ <u>.8006 E</u>
066	PLATE - 1900 SINGLE RECEPT.	200	\$ <u>.8374 E</u>
067	PLATES - 2 GANG 1 TOGGLE DUPLEX WHITE	50	\$ <u>1.10 E</u>
068	PLATES - 2100 BLANK	100	\$ <u>.4706 E</u>
069	PLATE-BELL BLANK 1 - GANG, # 240-AL	100	\$ <u>.5348 E</u>
070	PLATE-BELL BLANK 2 - GANG, # 240-2AL	100	\$ <u>1.1631 E</u>
071	PLATES - BLANK DOUBLE RECEPTACLE WHITE	50	\$ <u>1.10 E</u>
072	PLATE - 1 GANG DUPLEX, MAXI WHITE	100	\$ <u>.55 E</u>

073	PLATES - 1 GANG DUPLEX, WHITE, METAL	100	\$ <u>.55 E</u>
074	PLATES - 1 GANG BLANK, WHITE	100	\$ <u>.55 E</u>
075	PLATES - 1 GANG TOGGLE, WHITE	100	\$ <u>.55 E</u>
076	PLATES - 1900 DUPLEX, SINGLE DUPLEX RECEPTACLE	100	\$ <u>.8374 E</u>
077	PLATES - 1900 RECEPT., 2 GANG	100	\$ <u>.8374 E</u>
078	PLATES - 1900 BLANK W/KO, 4" SQ	100	\$ <u>.3287 E</u>
079	PLATES - OCTAGON BLANK	100	\$ <u>.2976 E</u>
080	DUCT SEAL - ELECT. PUTTY, 5 LB BLOCKS	5	\$ <u>7.61 E</u>
081	PLATE - DOUBLE SWITCH, IVORY MAXI	100	\$ <u>1.10 E</u>
082	LAMPHOLDER - 3002 FLOOD WEATHERPROOF 150 W. MAX	20	\$ <u>1.52 E</u>
083	CONDUIT - FLEX 3/4" SEAL TIGHT	50	\$ <u>.7184 Ft</u>
084	CONDUIT - FLEX 1"	50	\$ <u>1.0557 Ft</u>
085	LIGHT & EXIT COMBO UX2EWRWLED/2M LIGHT-A-LARM	30	\$ <u>65. E</u>
086	HEATER - ELECTRIC PORTABLE MARKEL, 120 VOLTS	20	\$ <u>33.00 E</u> <i>Becko MMD1502T</i>
087	FUSE - 30 AMP CARTRIDGE TIME DELAY - 250 VOLTS	10	\$ <u>3.34 E</u>
088	EMERGENCY LIGHT - L - ALARM 2P12G1	75	\$ <u>65.56 E</u>
089	WIRE MARKERS, 1 THRU 10	20	\$ <u>7.53 E</u>
090	WIRE MARKERS (L1-L2-L3-T1-T2-T3)	20	\$ <u>7.53 E</u>
091	PIPE EMT 1/2"	1,000'	\$ <u>151.50 per thousand</u>
092	STRAPS - 1/2" EMT THINWALL	500	\$ <u>.0476 E</u> <i>or</i>
093	PIPE EMT 3/4"	1,000'	\$ <u>312.90 per thousand</u>
094	STRAPS - 1" FOR 1" EMT PIPE	500	\$ <u>.1247 E</u> <i>or</i>
095	STRAPS - 3/4" EMT THIN WALL	500	\$ <u>.0664 E</u>

* See VARIATIONS sheet

096	PIPE 1" EMT	500'	\$ <u>54.32 per Hundred</u>
097	FUSE - 20 AMP 250 VOLTS CARTRIDGE TIME DELAY	10	\$ <u>3.34 E</u>
098	PHOTO CONTROL - 120 VOLTS, T15	40	\$ <u>7.62 E</u>
099	POLISH STEEL PLATES (SINGEL TOGGAL)	20	\$ <u>.97 E</u>
100	* PHOTO CELL SCENTIFIC FA 1068 208/277 VOLT 1000 VA BALLAST (GSB OUTSIDE LIGHTS) <i>NTK4123</i>	20	\$ <u>14.67 E</u>
101	PLUG - MALE 15 AMP, BRYANT 5266-N	75	\$ <u>3.77 E</u>
102	PLUG - FEMALE 15 AMP, BRYANT 5269-N	75	\$ <u>6.32 E</u>
103	FUSE CARTRIDGE 60 AMP - 600 VOLT (TIME DELAY)	15	\$ <u>12.69 E</u>
104	RECEPTACLE - GFI DUPLEX 20 AMP	150	\$ <u>7.88 E</u>
105	RECEPTACLE - DUPLEX 20 AMP 125 VOLTS, IVORY	200	\$ <u>1.08 E</u>
106	RECEPTACLE - 20 AMP SINGAL 220 VOLTS IVORY	200	\$ <u>3.30 E</u>
107	RECEPT. 20 AMP SINGLE 3 - WIRE GROUNDING TYPE IVORY	50	\$ <u>2.17 E</u>
108	SCREWS - 3/8 GROUNDING	200	\$ <u>3.75 per Hundred C</u>
109	KO SEALS - 1/2" # 40111	200	\$ <u>.2387 E</u>
110	KO SEALS - 3/4"	200	\$ <u>.2501 E</u>
111	KO SEALS - 1"	200	\$ <u>.4092 E</u>
112	KO SEALS - 1 1/4"	200	\$ <u>.5002 E</u>
113	KO SEALS - 1 1/2"	200	\$ <u>.8640 E</u>
114	KO SEALS - 2"	200	\$ <u>104.56 per Hundred</u>
115	SWITCH - 1 POLE 20 AMP , IVORY	20	\$ <u>1.59 E</u>
116	SWITCH - 3 WAY 20 AMP, IVORY	20	\$ <u>2.00 E</u>
117	SWITCH - 2 POLE 20 AMP , TOGGLE IVORY	20	\$ <u>3.90 E</u>
118	TAPE - GREEN MARKING , 1/2" X 20'	10	\$ <u>1.99 E</u>
119	TAPE-ELECT. SCOTCH 88, 3/4" X 66'	100	\$ <u>4.29 E</u>

120	TAPE-WHITE ELEC., 1/2" X 20'	10 \$	<u>1.97 E</u>
121	SWITCH TIMER T101, 24 HOURS	50 \$	<u>48.00 E</u>
122	SHALL, BOX 5747 - 3 WIREMOLD, IVORY SW. & REC.	50 \$	<u>24.86 E</u>
123	WIRE NUTS - BLUE FOR # 8 WIRE	2,000 \$	<u>376.27 per Thousand</u>
124	WIRE NUTS - GREEN FOR # 6 WIRE	2,000 \$	<u>142.45</u> ↓
125	* WIRE - #12 GREEN THNN, STRANDED	2,000 \$	<u>116.15 per Thousand</u>
126	WIREMOLD - STRAPS #504, IVORY	100 \$	<u>.2353 E</u>
127	WIREMOLD - FLAT ELBOW 90 # 511 IVORY	100 \$	<u>1.26 E</u>
128	WIREMOLD - INTERNAL ELBOW # 517 IVORY	100 \$	<u>1.59 E</u>
129	WIREMOLD - INTERNAL ELBOW, TWISTED #V5711, RH OR LH	100 \$	<u>3.35 E</u>
130	WIREMOLD - EXTERNAL ELBOW # 518 IVORY	100 \$	<u>1.47 E</u>
131	WIRENUTS - GRAY <i>Small</i>	2,000 \$	<u>47.98 per Thousand</u>
132	WIREMOLD - RACEWAY, 500 SERIES, IVORY	30 \$	<u>88.20 per Hundred</u>
133	WIRE NUTS - RED LG.	1,000 \$	<u>108. per Thousand</u>
134	WIRE NUTS - ORANGE SMALL	2,000 \$	<u>62.60 per Thousand</u>
135	WIRE NUTS - SM. BLUE, 72B	2,000 \$	<u>58.15</u> ↓
136	WIRE NUTS - YELLOW	2,000 \$	<u>77.13</u> ↓
137	* WIRE - 12/2 ROMEX	* 500' \$	<u>306.79 per Thousand</u>
138	* WIRE #10 BLACK STRANDED	* 2,000' \$	<u>179.46</u>
139	WIRE #12 THNN SOLID, BLACK	* 2,000' \$	<u>100.17</u>
140	WIRE - #12 THNN WHITE SOLID	* 2,000' \$	<u>100.17</u>
141	WIRE - #10 THNN WHITE STRANDED	* 2,000' \$	<u>179.46</u>
142	WIRE - #12 THNN GREEN STRANDED	* 3,000' \$	<u>116.15</u>
143	WIRE - #12 BLACK STRANDED	* 3,000' \$	<u>116.15</u>

144	* WIRE #12 WHITE STRANDED	3,000' \$	<u>116.15</u>
145	* WIRE #12 THNN YELLOW STRANDED	2,000' \$	<u>116.15</u>
146	* WIRE - #12 THNN RED STRANDED	2,000' \$	<u>116.15</u>
147	WASHERS - REDUCING, 3/4" TO 1/2"	200 \$	<u>11.35 per thousand</u>
148	WASHERS - REDUCING, 1 1/2" TO 1/2"	200 \$	<u>31.27</u> ↓
149	2x2 Lay in w/sliver reflector (KB241-2-17-MV-REF)	25 \$	<u>55.</u>
150	* 14/3 SEOW/STOOW CORD	1000' \$	<u>601.30 per thousand</u>
151	EXIT SIGN EXTU2RWEM Double Face Battery Backup	24 \$	<u>19.00 E</u>
152	BALLAST - Battery 6 volts PC6120 (PowerCell Only No Subs)	50 \$	<u>19.10 E</u>
153	BALLAST - Batteries - Panasonic Sealed Recharge 6V, 6.7 AH 20 Hr.	50 \$	<u>18.52 E</u>

VARIATIONS: *CU prices based on Comex
AT 3.4325 / lb

DELIVERY: 10 Working DAYS ARO
(MUST BE COMPLETED BY BIDDER)

A

**RESOLUTION AUTHORIZING AN APPLICATION FOR THE FY2013
BULLETPROOF VEST PARTNERSHIP BODY ARMOR SAFETY
INITIATIVE FROM THE US DEPARTMENT OF JUSTICE FROM
MAY 20, 2013 TO AUGUST 31, 2015 IN AN AMOUNT TO BE DETERMINED**

WHEREAS, the County of Gloucester (hereinafter the County), through the County's Sheriff, wishes to apply for and obtain funding in an amount to be determined through the Bureau of Justice, for the FY2013 Bulletproof Vest Partnership from the US Department of Justice Programs, Bulletproof Vest Partnership Body Armor Safety Initiative (hereinafter the "Grant") for the purpose of providing ballistic and/or stab proof and/or combo vests for Correctional & Sheriff's Department employees which will keep them safe while working throughout our community; and

WHEREAS, the Board of Chosen Freeholders of the County deems the making of such application, and the obtaining of such funds, to be beneficial to the citizens of the County; and

WHEREAS, the County's Sheriff reviewed all data supplied, or to be supplied, in the Grant application and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the said application, and in its attachments, is true and correct; and

WHEREAS, the County's Sheriff has submitted the Grant application to the County's Department of Human Services for review, and said department has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County understands and agrees that any grant received as a result of the Grant application will be subject to the grant conditions and other policies, regulations and rules issued by the New Jersey Division of Highway Traffic Safety 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 filing of the grant application with the Bureau of Justice, for the FY2013 Bulletproof Vest Partnership from the US Department of Justice Programs, Bulletproof Vest Partnership Body Armor Safety Initiative for the purpose of providing ballistic and/or stab proof and/or combo vests for Correctional & Sheriff's Department employees from May 20, 2013 to August 31, 2015;
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 8, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

F1



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



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

www.gloucestercountynj.gov

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

TO: Paula Giampola

DEPARTMENT: Sheriffs / Corrections

GRANT TITLE: FY2013 Bulletproff Vest Partnership

DATE: April 26, 2013

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: May 8, 2013

2013 GLOUCESTER COUNTY BUDGET
Other EXPENSE REQUEST EXPLANATIONS

2013 Budget

631: POLICE SUPPLIES- \$
To purchase ballistic and/or stab resistant
And/or combo vests for correctional and sheriff's
department employees.
Amount of award to be determined.

Form C-2

Department SHERIFF

Department Code 270
Submission Date 04-24-13
Revision Date _____



Section Application > Submit Application > Pending BJA Approval

OMB #1121-0235
(Expires: 10/31/2006)

You have successfully submitted your application for funding for BVP approval.

The approval process may take several weeks from the application closing date. A confirmation email has been sent to pgiampola@co.gloucester.nj.us. An email approval advisory will also be sent to pgiampola@co.gloucester.nj.us when the program approvals are completed. Additionally, you may check the status of your application by selecting option, 'Application History', in the Jurisdiction's Handbook. Thank you for your continued patience.

For your reference, the summary data for your Application for Funding is listed below.

Successful Submission

Jurisdiction:	GLOUCESTER COUNTY
Application Id:	13066644
Status/Submission Date:	Sent for BVP Approval : 04/24/13
No. of Agencies Applying for Funding:	2

Application for Funding

Name	Quantity	Extended Cost	Tax, S&H	Total Cost
GLOUCESTER COUNTY SHERIFF OFFICE	10	\$9,037.60	\$0.00	\$9,037.60
GLOUCESTER COUNTY JAIL	31	\$26,970.00	\$0.00	\$26,970.00
Agency Subtotals	41	\$36,007.60	\$0.00	\$36,007.60
Grand Totals	41	\$36,007.60	\$0.00	\$36,007.60
Maximum Allowable Funding from BVP:				\$18,003.80

* Important: You can click on the 'Print Screen' button below to keep a copy for your records.

[Print Screen](#)



BVP HELP DESK
(Toll-Free 1-877-758-3787)
(Toll 1-301-595-4595)



Section Application > Submit Application > Submit Application for Funding for BVP Approval

OMB #1121-0235
(Expires: 10/31/2006)

PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered **on or after April 1, 2013**. Once the open application period closes, funding levels will be established and all applicants will be notified.

- 1. Registration**
 - 1.1 [Agency Information](#)
 - 1.2 [Agency Contacts](#)
- 2. Application**
 - 2.1 [Application Profile](#)
 - 2.2 [Manage Application](#)
 - 2.3 [Review Application](#)
 - 2.4 [Submit Application](#)
- 3. Receipts**
 - 3.1 [Manage Receipts](#)
 - 3.2 [Review LEA Receipts](#)
 - 3.3 [Receipt History](#)
- 4. Payment**
 - 4.1 [Bank Information](#)
 - 4.2 [Print Bank Form](#)
 - 4.3 [Request Payment](#)
 - 4.4 [Payment History](#)
- 5. Status**
 - 5.1 [Current Status](#)
 - 5.2 [LEA Status](#)
 - 5.3 [Application History](#)
- 6. Personal Information**
 - 6.1 [User Profile](#)
 - 6.2 [Change Password](#)

Application Profile

Participant	GLOUCESTER COUNTY
Fiscal Year	2013
Number of Agencies Applied	2
Total Number of Officers for Application	212
Number of Officers on Approved Sub-Applications	212
Unspent BVP Funds Remaining	\$0.00
Unspent BVP Funds Obligated for Vest Purchases	\$0.00

Submit Application for Funding for BVP Approval

Name	Quantity	Application for Funding		Total Cost
		Extended Cost	Tax, S&H*	
GLOUCESTER COUNTY SHERIFF OFFICE	10	\$9,037.60	\$0.00	\$9,037.60
GLOUCESTER COUNTY JAIL	31	\$26,970.00	\$0.00	\$26,970.00
Agency Totals	41	\$36,007.60	\$0.00	\$36,007.60
Grand Totals	41	\$36,007.60	\$0.00	\$36,007.60
Requested BVP Portion of Total Cost, up to:				\$18,003.80

* Total Taxes, Shipping and Handling Cost for each Application

[Submit Application for BVP Approval](#)

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.



BVP HELP DESK
(Toll-Free 1-877-758-3787)
(Toll 1-301-595-4595)



1. Registration

- 1.1 [Agency Information](#)
- 1.2 [Agency Contacts](#)

2. Sub-Application

- 2.1 [Sub-Application Profile](#)
- 2.2 [Manage Sub-Application](#)
- 2.3 [Submit Sub-Application](#)

3. Receipts

- 3.1 [Manage Receipts](#)
- 3.2 [Receipt History](#)

4. Status

- 4.1 [Current Status](#)
- 4.2 [Application History](#)

i. Personal Information

- 5.1 [User Profile](#)
- 5.2 [Change Password](#)

Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

LEA	GLOUCESTER COUNTY JAIL
Application ID	13066644
Jurisdiction Contact	Paula Giampola (856) 384-4601 pgiampola@co.gloucester.nj.us
Status	Sent for Chief Executive Approval
Last Submission Date	04/24/13

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
31	26,970.00	0.00	26,970.00

BVP HELP DESK

(Toll-Free 1-877-758-3787)
(Toll 1-301-595-4595)
Email: vests@usdoj.gov





Below are the results of your Application Submission to your jurisdiction. A prompt will appear giving you the option to print these records. If one does not, simply print this page using your browser's print functionality.

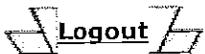
- 1. Registration**
 - 1.1 [Agency Information](#)
 - 1.2 [Agency Contacts](#)
- 2. Sub-Application**
 - 2.1 [Sub-Application Profile](#)
 - 2.2 [Manage Sub-Application](#)
 - 2.3 [Submit Sub-Application](#)
- 3. Receipts**
 - 3.1 [Manage Receipts](#)
 - 3.2 [Receipt History](#)
- 4. Status**
 - 4.1 [Current Status](#)
 - 4.2 [Application History](#)
- 5. Personal Information**
 - 5.1 [User Profile](#)
 - 5.2 [Change Password](#)

LEA	GLOUCESTER COUNTY SHERIFF OFFICE
Application ID	13066644
Jurisdiction Contact	Paula Giampola (856) 384-4601 pgiampola@co.gloucester.nj.us
Status	Sent for Chief Executive Approval
Last Submission Date	04/24/13

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
10	9,037.60	0.00	9,037.60

BVP HELP DESK

(Toll-Free 1-877-758-3787)
 (Toll 1-301-595-4595)
 Email: vests@usdoj.gov



Giampola, Paula

From: vests@usdoj.gov
Sent: Wednesday, April 24, 2013 9:42 AM
To: Giampola, Paula
Cc: Giampola, Paula; Burke, Carol
Subject: Your Application has been forwarded to BVP for approval

Thank you for submitting an online Bulletproof VestPartnership (BVP) application. Your application will be safeguarded until the current application period closes on May 20, 2013.

Funding Decisions and Notification: When this application period closes, the following will occur: Each application is checked against the availability of funds to cover a portion of its total cost, in keeping with established rules and statutory set-asides. Once funding decisions are made, Congress is notified, followed by an electronic (email) message to the primary jurisdiction contact regarding the specific level of funding available. After this notification, DOJ requires additional time to create or update each jurisdiction's financial account. You will then be notified again (via email) that funds are available for drawdown through the payment request process in your online handbook. Assuming there are no changes or significant delays in the above processes, online payment requests for the 2013 applications should be available no later than September 30, 2013.

***Formula and Matching Requirements:** The program requires that each applicant jurisdiction be responsible for providing at least 50 percent of the cost of each qualifying vest purchased. Tribal governments may use other federally-appropriated funds to provide their portion of the total cost; all other jurisdictions must use non-federal funds. Non-federal fund sources include state and/or local jurisdiction revenues, private or personal funds, and contributions from insurance or workman's compensation consortiums. Asset forfeiture funds may also be used to meet the jurisdiction's financial requirement. By submitting this application, you have already certified that you understand and will abide by the following: "Funding availability, levels, and percentages are uncertain. There is no guaranteed funding level associated with any application submitted to the BVP program. Jurisdictions agree to meet their financial and contractual obligations associated with any purchase transactions, regardless of the level of funding received through this application."

Purchasing NIJ-approved Vests: BVP program funds may only be used to help defray the costs of NIJ-approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding. Vests contained in your application provide a basis for funding decisions. However, you are not obligated to purchase those exact vest makes and models. You may use BVP funds to help defray the costs of any NIJ-approved vest. Simply reflect any changes in the online receipt report(s), when you initiate the online payment process. BVP funds remain in your "account" through the end of the second federal fiscal year following the year of this application. Therefore, you have ample time to make and complete eligible purchases.

Need Assistance? Please call the BVP technical support helpdesk at 877-758-3787 (toll free). Thank you and continued success in providing lifesaving body armor for your eligible officers and employees.

Giampola, Paula

From: owner-bvp-list@ojp.usdoj.gov on behalf of BVP [bvp@usdoj.gov]
Sent: Wednesday, April 10, 2013 12:21 PM
Subject: Bulletproof Vest Partnership (BVP) FY 2013 Application Announcement

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2013 BVP application funding period.

Applications for FY 2013 BVP funds will be accepted beginning Monday, April 8, 2013. All applications must be submitted online at <http://www.ojp.usdoj.gov/bvbbasi/> by 6:00 pm (e.d.t.), Monday, May 20, 2013.

Important Information Regarding FY 2013 BVP Funds:

1. The mandatory wear requirement implemented in FY 2011 is still in place for FY 2013. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers, in place when the FY 2013 BVP applications are submitted. Please see the BVP mandatory FAQs for further guidance on this new requirement: <http://www.ojp.usdoj.gov/bvbbasi/docs/FAQSBVPMandatoryWearPolicy.pdf>
2. FY 2013 BVP funds may only be used toward the purchase of vests ordered on or after April 1, 2013.
3. Each vest purchased with FY 2013 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: https://www.justnet.org/other/ballistic_cpl.html and https://www.justnet.org/other/stab_cpl.html
4. To draw down FY 2013 BVP funds, vests must be received and the request for payment submitted to the BVP system by August 31, 2015.
5. The BVP user login process was updated on 11/22/2011. This update requires all existing users to visit the BVP site to register for a new BVP account and associate it with an existing agency before agency details can be viewed. If you have already completed these steps, please proceed with the application.

To register, please create a new user login and associate it with your current agency by providing your current account login and password. See the BVP Account Creation Checklist for an overview of the steps required, and the BVP User and Agency Registration Guide for more details on this process.

6. Jurisdictions with more than one law enforcement agency (LEA) associated with the jurisdiction account may not submit a separate application. Instead, the LEAs associated with jurisdictions with more than one LEA must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA.
7. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2013 BVP funds:

- a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect

the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)

- b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
- c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

Sincerely,

The BVP Program Team
Bureau of Justice Assistance
<http://www.ojp.usdoj.gov/bvpbasia/>

The user or Contact Name is: Joseph Husted is located at 810 in Room # 4333 (NOTE: OJP Only) and can be reached on

If you plan on working on this ticket, please go into HEAT and acknowledge it as soon as possible, otherwise an e-mail will be sent to your lead for possible reassignment. If you do not have an HEAT account, please reply to the OJP Help Desk when you plan to work on it and they will acknowledge the ticket for you. Also, please ensure that the OJP Help Desk is notified when the resolution has been reached so that the ticket may be closed.

NOTE: Please do not reply back to this e-mail. Mail is not monitored at this address. Contact your HEAT Administrator with any questions.

61

RESOLUTION AUTHORIZING CONTRACTS TO PRESIDENTIAL TITLE AGENCY, WEST JERSEY TITLE AGENCY, TITLE AMERICA AGENCY AND FOUNDATION TITLE, LLC TO PROVIDE TITLE WORK AND RELATED SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED \$35,000.00 FOR EACH CONTRACT

WHEREAS, there is a need by the County of Gloucester (hereinafter the "County") for the provision of title work and related services for land and/or development right acquisitions by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, the County requested proposals 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 Presidential Title Agency, with offices at 1546 Blackwood-Clementon Rd., PO Box 1367, Blackwood, NJ, 08012, made one of the most advantageous proposals; and

WHEREAS, the evaluation, based on the established criteria, concluded that West Jersey Title Agency, with offices at 15 South Main Street, Woodstown, NJ, 08098, made one of the most advantageous proposals; and

WHEREAS, the evaluation, based on the established criteria, concluded that Title America Agency, with offices at 185 West White Horse Pike, Berlin, NJ, 08009, made one of the most advantageous proposals; and

WHEREAS, the evaluation, based on the established criteria, concluded that Foundation Title, LLC, with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053, made one of the most advantageous proposals; and

WHEREAS, each said contract for title work and related services would be for estimated services, with a minimum contract amount of zero, and a maximum contract amount of \$35,000.00, as per RFP #013-023; and

WHEREAS, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for Presidential Title Agency pursuant to CAF# 13-03521, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for West Jersey Title Agency pursuant to CAF# 13-03520, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for Title America Agency pursuant to CAF# 13-03519, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, notwithstanding the status of each said contract as open-ended, the County's Purchasing Agent has certified the availability of funds for a contract for Foundation Title, LLC pursuant to CAF# 13-03518, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, each said contract has been awarded pursuant to the County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, each said 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 contracts is the provision of professional services for which bids could not be received.

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

1. That a contract for title work and related services for land and/or development right acquisitions by the County, as needed, be awarded to: PRESIDENTIAL TITLE AGENCY; WEST JERSEY TITLE AGENCY; TITLE AMERICA AGENCY; AND FOUNDATION TITLE, LLC, for a period of one (1) year from the date of the award, and each for an amount not to exceed \$35,000.00; and,
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized to execute the contracts for the aforementioned purpose on behalf of the County; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and 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 South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 8, 2013, Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND WEST JERSEY TITLE AGENCY**

THIS CONTRACT is made this 8th day of **May, 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **West Jersey Title Agency**, with offices at 15 South Main Street, Woodstown, NJ, 08098 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required 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. Contractor shall commence services beginning **May 8, 2013**, and ending on **May 7, 2014**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated February 14, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 13-023. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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 RFP 13-023, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 13-023.

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

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

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

The Contractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor 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 Contractor 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 13-023 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 13-023, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 13-023, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of May 2013.

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.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

WEST JERSEY TITLE AGENCY

BY: _____
JOHN D. BURKE, PRESIDENT

61

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND PRESIDENTIAL TITLE AGENCY**

THIS CONTRACT is made this **8th** day of **May, 2013**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Presidential Title Agency**, with offices at 1546 Blackwood-Clementon Rd., PO Box 1367, Blackwood, NJ, 08012 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required 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. Contractor shall commence services beginning **May 8, 2013**, and ending on **May 7, 2014**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 11, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 13-023. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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 RFP 13-023, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 13-023.

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

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

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

The Contractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor 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 Contractor 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 13-023 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 13-023, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 13-023, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **8th** day of **May**, 2013.

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.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PRESIDENTIAL TITLE AGENCY

BY: _____
**CYNTHIA M. CARLAMERE, EXECUTIVE
VICE-PRESIDENT**

61

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND TITLE AMERICA AGENCY**

THIS CONTRACT is made this 8th day of **May, 2013**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **Title America Agency**, with offices at 185 West White Horse Pike, Berlin, NJ, 08009 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required 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. Contractor shall commence services beginning **May 8, 2013**, and ending on **May 7, 2014**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 12, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 13-023. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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 RFP 13-023, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 13-023.

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

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

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

The Contractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor 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 Contractor 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 13-023 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 13-023, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 13-023, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 8th day of **May 8**, 2013.

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.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TITLE AMERICA AGENCY

BY: _____
JOSEPH A. MARESSA, PRESIDENT

61

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FOUNDATION TITLE, LLC**

THIS CONTRACT is made this 8th day of May, 2013, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Foundation Title, LLC**, with offices at 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **title work and related services for land and/or development right acquisitions** being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required 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. Contractor shall commence services beginning **May 8, 2013**, and ending on **May 7, 2014**, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 11, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 13-023. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$35,000.00**.

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 RFP 13-023, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP 13-023.

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

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

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

The Contractor 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 Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor 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 Contractor 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. If the Contractor, or any of its subcontractors, is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP 13-023 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP 13-023, this Contract shall prevail. Should there occur a conflict between this Contract or RFP 13-023, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **8th** day of **May**, 2013.

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.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FOUNDATION TITLE, LLC

BY: _____
MARK D'AGOSTINO, CO-MANAGING MEMBER

**Basis of Award Form Breakdown – Title Work – Land Preservation
(Recommending all 4 companies – Each contract to be capped at \$35,000.00)**

<u>Vendor</u>	<u>Rank</u>
1. West Jersey Title Agency	97
2. Presidential Title Agency	96
3. Title America Agency	95
4. Foundation Title Agency	92

- The Gloucester County Office of Land Preservation anticipates the need for title services on 30+/- properties over the next twelve months. It is also anticipated that the County Engineering Department will require title services on 15+/- properties themselves based on their expected projects. Also expected will be title services for 10+/- projects required by the County Departments and/or for special projects. This comes to possible title work on 55+/- separate projects. As such it is recommended that all four respondents be awarded contracts, as the anticipated workload merits their necessity.
- Based on the prices provided by the responses, the average price per title services submitted by the 4 companies is \$1,984. *However, due to the fact that not all anticipated costs were included in each response (recording fees, tidelands searches, etc.), the realistic average price for title services is \$2,100 per property.* This amount multiplied by the possible number of properties requiring title services (40), and divided by the number of recommended vendors (4), comes to \$28,875.00 per vendor.
- It is recommended that each contract contain a ceiling amount of \$35,000. While it is anticipated that no vendor will reach that ceiling amount, this provides a cushion should a greater workload than anticipated be required.

**REQUEST FOR PROPOSAL FOR
ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR
DEVELOPMENT RIGHT ACQUISITIONS FOR THE GLOUCESTER COUNTY
OFFICE OF LAND PRESERVATION / RFP # 013-023**

Basis of Award forms were based on the following criteria:

A. Required information submitted:	5 points
B. Recent experience with staff on preservation projects:	24 points
Past experience w/ staff on preservation projects (+3 yrs):	23 points
No experience with staff on preservation projects:	22 points
C. Farmland/open space/engineering projects in County:	25 points
Farmland and engineering projects in County:	24 points
Farmland and open space projects in County:	23 points
Farmland or Open Space projects in County:	22 points
Engineering projects in County:	21 points
Any farmland/open space/engineering projects:	20 points
No farmland/open space/engineering projects:	19 points
D. Cost is inclusive of all required settlement items:	25 points
Cost is inclusive of most required settlement items:	24 points
Cost is inclusive of some required settlement items:	23 points
Cost is inclusive of minimum required settlement items:	22 points
E. Lowest respondent:	20 points
2 nd Lowest respondent:	19 points
3 rd Lowest respondent:	18 points
4 th Lowest respondent:	17 points

2013-14 TITLE WORK RFP PRICES

<u>Vendor</u>	<u>Price for 1 project</u>
1. West Jersey Title Agency	\$1,755.00
2. Presidential Title Agency	\$2,303.50
3. Title America Agency	\$1,604.00
4. Foundation Title Agency	\$2,275.00

61

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-013-023 – Title Work – Presidential Title Agency Inc

<p style="text-align: center;">EVALUATION FACTORS</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;">SCORE</p>
<p>A. Proposal contains all required checklist information All required Paperwork submitted</p> <p style="text-align: center;">_____ <u>5</u> _____ points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Documents proper experience and training.</p> <p style="text-align: center;">_____ <u>25</u> _____ points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Current vendor for this service. Has worked in the past on County preservation, engineering, and special projects.</p> <p style="text-align: center;">_____ <u>25</u> _____ points</p>	<p style="text-align: center;">25</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements. Very thorough on cost proposal.</p> <p style="text-align: center;">_____ <u>25</u> _____ points</p>	<p style="text-align: center;">25</p>
<p>E. Reasonableness of Cost Proposal Highest out of 4 respondents (Estimated at \$2,303.50 per project; however the cost proposal is inclusive of ALL fees to be incurred through the settlement process).</p> <p style="text-align: center;">_____ <u>20</u> _____ points</p>	<p style="text-align: center;">17</p>
<p>TOTALS</p>	<p style="text-align: center;">96</p>

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-013-023 – Title Work – West Jersey Title Agency

<p style="text-align: center;">EVALUATION FACTORS</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;">SCORE</p>
<p>A. Proposal contains all required checklist information <u>5</u> points All required Paperwork submitted</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Documents proper experience and training.</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points One of our current vendors for this service. Has worked in the past on County projects, including preservation, engineering, and special contracts.</p>	<p style="text-align: center;">25</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points Meets all category requirements.</p>	<p style="text-align: center;">24</p>
<p>E. Reasonableness of Cost Proposal <u>20</u> points Second lowest of 4 respondents (\$1,755 per project; however the cost proposal DOES NOT include recording fees, which would average \$123 per project based on the average price indicated in the other proposals).</p>	<p style="text-align: center;">19</p>
<p>TOTALS</p>	<p style="text-align: center;">97</p>

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-013-023 – Title Work – Title America Agency

<p style="text-align: center;">EVALUATION FACTORS</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;">SCORE</p>
<p>A. Proposal contains all required checklist information All required Paperwork submitted _____ <u>5</u> _____ points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Documents proper experience and training. _____ <u>25</u> _____ points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> One of our current vendors for this service. Has worked on County projects, primarily for land preservation. _____ <u>25</u> _____ points</p>	<p style="text-align: center;">23</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements, however cost-proposal is not totally inclusive. _____ <u>25</u> _____ points</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal Lowest of 4 respondents (Estimated at \$1,604 per project; however the total cost DOES NOT include a number of other searches that are included in other responses, which would add \$565.00 per project). _____ <u>20</u> _____ point</p>	<p style="text-align: center;">20</p>
<p>TOTAL</p>	<p style="text-align: center;">95</p>

61

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-013-023 – Title Work – Foundation Title

<p style="text-align: center;">EVALUATION FACTORS</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;">SCORE</p>
<p>A. Proposal contains all required checklist information All required Paperwork submitted. _____ <u>5</u> _____ points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Documents proper experience and training. _____ <u>25</u> _____ points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Current vendor for this service. Has worked on County preservation projects. No County experience with engineering and special projects. _____ <u>25</u> _____ points</p>	<p style="text-align: center;">22</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements, however cost-proposal is not inclusive. _____ <u>25</u> _____ points</p>	<p style="text-align: center;">22</p>
<p>E. Reasonableness of Cost Proposal Third lowest of 4 respondents (Estimated at \$2,275.00 per project; however the total cost DOES NOT include a number of other searches that are included in other responses, which could add more than \$500.00 per project).</p>	<p style="text-align: center;">18</p>
<p>TOTALS</p>	<p style="text-align: center;">91</p>

PROPOSAL FOR TITLE WORK,
TITLE INSURANCE AND SETTLEMENT SERVICES
FOR LAND AND/OR DEVELOPMENT RIGHT
ACQUISITIONS FOR GLOUCESTER COUNTY
OFFICE OF LAND PRESERVATION, DEPARTMENT
OF PUBLIC WORKS AND/OR OTHER
UNSPECIFIED PROJECTS

RFP #013-023

COUNTY OF GLOUCESTER

Presented By:
Presidential Title Agency, Inc.
P.O. Box 1367
Blackwood, New Jersey 08012
Phone: 856-232-1900
Fax: 856-232-8234
E-mail: info@presidentialta.com

COPY

Presidential Title Agency, Inc.

EXHIBIT "B"

GLOUCESTER COUNTY OPEN SPACE PRESERVATION TRUST FUND

ESTIMATE FOR SERVICES

Owner's Policy \$550,000.00	\$	1,787.50
Examination Fee (per "chain" of title)		100.00
Upper Court Search Fee ~ Estimated with 2 names		25.00
Tax and Assessment Search Fee – per lot estimate \$30.50 with a Two lot estimate ~ for Tax Lot and "Q" Farm Lot		61.00
Survey Endorsement		25.00
Photocopying ~ Estimate		10.00
Notice of Settlement		25.00
Tidelands Search (ranges \$25.00 to \$40.00)		40.00

Subtotal of Amount Due..... \$2,073.50

Plus Settlement Closing Fee \$ 50.00
Estimated Deed Recording Fees \$ 180.00

Estimated Total: \$2,303.50

RFP #013-023

Title Work, Title Insurance and Settlement Services for land and/or development right acquisitions for the Gloucester County Office of Land Preservation, Department of Public Works, and/or other unspecified projects.

Submitted By:

West Jersey Title Agency
15 South Main St
Woodstown NJ 08098
856 769-9500
856 7694546 (fax)
jburke@westjerseytitle.com

ESTIMATED COST PLAN

\$550,000.00 TITLE POLICY

	\$ 150.00
	\$ 100.00
	30.00
	25.00
	25.00
	<u>1425.00</u>
	\$1755.00

ENGINEERING/SPECIAL PROJECT SEARCHES

	\$ 100.00
	30.00
	<u>25.00</u>
	\$ 155.00

ESTIMATED ANNUAL PROJECT COST

	\$35,100.00
	1550.00
	620.00

TOTAL ESTIMATED ANNUAL PROJECT COST **\$37,270.00**



185 W. White Horse Pike, Berlin, NJ 08009
Voice (856) 767-8573 • Fax 767-1156

You'll Appreciate the Difference

March 12, 2013

Via Hand Delivery

Pete Mercanti, Director of Purchasing Department
COUNTY OF GLOUCESTER
Two S. Broad Street
Woodbury, NJ 08096

**Re: Proposal for Title Work, Title Insurance and Settlement Services
RFP # 013-023**

Dear Mr. Mercanti:

It is my pleasure to attach herewith a Proposal to provide title work, title insurance and settlement services to the County of Gloucester on behalf of my firm, Title America Agency Corp., 185 W. White Horse Pike, Berlin, NJ 08009.

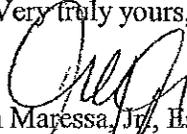
From its inception in 1971, Title America subscribed to the belief that loyalty in business is earned by hard work, honesty, and the commitment to improve upon one's service. I believe our firm's growth in the New Jersey market place is a testament to that mission.

We are uniquely positioned to provide the expertise and manpower to fulfill any task the County of Gloucester would request.

On behalf of Title America we look forward to working with you and appreciate the opportunity to be of service.

Should have any questions on this submission or our firm please don't hesitate to contact me.

Very truly yours,


Joseph Maréssa, Jr., Esquire
President

County of Gloucester-Office of Land Preservation

Request for Proposal - RFP #013-023

March 12, 2013

Title Work, Title Insurance and Settlement Services

COST ESTIMATE and FEE SCHEDULE

Acquisitions based on average cost of \$550,000.00:

<i>Title Insurance</i>	
Owner's Policy- \$550,000.00 (\$1.80, per thousand)	\$990.00
<i>Out-of-Pocket Expenses</i>	
Abstract of Title and copies	90.00
• Additional Chain, if applicable \$75.00)	
Examination of Title	100.00
Upper Court Search (estimated for 2 names)	24.00
• additional names, \$12.00 each	
Patriot Name Search (2 names @\$10.00)	20.00
• additional names, \$10.00 each	
Municipal Tax, Water, Sewer Search (1 Lot)	45.00
• additional lots, \$45.00 each	
Recording Fee (estimated)	120.00
Notice of Settlement	
(2 Party reimbursement, preparation and recording)	40.00
Survey Insurance	25.00
<i>Settlement Fees</i>	
Closing Fee (Buyer's Portion)	<u>150.00</u>
<i>Total</i>	<u>\$1,604.00</u>

Additional Searches, if required

- Corporate Status \$55.00
- State Franchise Report \$75.00
- Flood Search \$25.00, per lot
- Chancery Abstract \$200.00 (est)
- Surrogate's Office \$100.00 (est)
- Tideland's Search \$55.00
- Certificate of Good Standing \$55.00

G1

FOUNDATION
TITLE

March 11, 2013

Pete Mercanti, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

RE: RFP #013-023

Request for Proposal for Title Work, Title Insurance and Settlement Services

Dear Mr. Mercanti:

Foundation Title, LLC is pleased to provide the following information in reply to your request for a proposal for title work.

Technical Proposal:

(A.) Our South Jersey regional headquarters is located at Four Greentree Centre, 13000 Lincoln Drive West, Suite 201, Marlton, NJ. This office is staffed with qualified title examiners, a production department, title coordinators and closing personnel.

Our Gloucester County branch is located at 57 Euclid Street in Woodbury and is staffed with title coordinators and closing personnel.

(B.) Foundation Title was founded in 2005 by a group of experienced title industry professionals. Over the past three years our staff size has averaged approximately 75 employees per year.

(C.) The Co-Managing Members of Foundation Title, LLC are Mark D'Agostino and Edward Rickenbach, both have worked in the title insurance industry for over 30 years. Their backgrounds include sales, closings and management for both a title agency and national underwriter.

Our title examination department consists of:

Denis Miller, Esq. – his title experience in the real estate industry spans over 30 years. He has worked in private practice and has also served as in-house counsel for Midlantic National Bank. Denis currently works closely with our underwriters and examines both commercial and residential titles.

Joseph Decord – has worked in the title insurance industry for over 35 years. His scope of experience includes searching titles as well as examining both residential and commercial transactions. He has also provided title services to State, County and Municipal authorities for various acquisition projects.

13000 Lincoln Drive West
Suite 201
Marlton, NJ 08053
Phone: (856) 834-2600 • Fax: (856) 834-2650

(I.) Statement regarding disbarment, suspension or prohibition - please see attached.

(J.) Office Locations – Our Woodbury location has 2 large conference rooms which are available for meetings, conferences, training and emergency responses.

In addition, our Marlton office has 4 large conference rooms which are also available as needed.

(K.) Affirmative Action Statement – please see attached.

(L.) Non-Collusion Affidavit – please see attached.

(M.) Owners Disclosure Statement – please see attached.

(N.) Compliance Statement – please see attached.

(O.) Business Registration Statement – please see attached.

(P.) Representation that all services will be performed within the United States – please see attached.

Specialized Requirements of Technical Proposal:

Based on the purchase of (1) parcel at a price of \$550,000.00:

Title Insurance Premium	\$1787.50 (\$3.25 per thousand)
Title search	\$255.00
Attendance at closing	\$162.50 (buyer's portion of fee)
Recording Deed (4 pages)	\$70.00
Total:	\$2275.00

Endorsements to title policy, if requested, will be billed as per the rates established by the New Jersey Department of Banking and Insurance.

Thank you for allowing us the opportunity to provide our qualifications.

Please contact me if you should have any questions or if additional information is required.

Sincerely,



Mark D'Agostino
Co-Managing Member

Gd

**RESOLUTION REQUESTING \$331,089.18 FROM THE STATE AGRICULTURE
DEVELOPMENT COMMITTEE TO ACQUIRE DEVELOPMENT EASEMENTS ON
ONE (1) PROPERTY PREVIOUSLY ACQUIRED THROUGH THE GLOUCESTER
COUNTY FARMLAND PRESERVATION PROGRAM**

WHEREAS, the Gloucester County Board of Chosen Freeholders (hereinafter referred to as the "Board"), pursuant to N.J.S.A. 4:1C-11 et seq., the Agriculture Retention and Development Act, (hereinafter referred to as the "Act"), and also in accordance with regulations promulgated at N.J.A.C. 2:76-5 et seq., (hereinafter referred to as the "Regulations") has oversight of the Gloucester County Farmland Preservation Program; and

WHEREAS, the State Agriculture Development Committee, (hereinafter referred to as the "SADC") has made available to Gloucester County (hereinafter referred to as the "County"), \$1,000,000.00 in base grant funding, and up to \$5,000,000.00 in competitive grant funding, as per the County's Planning Incentive Grant application for the purchase of development easements on properties that have made application to the County's Farmland Preservation Program; and

WHEREAS, this funding is being provided via \$200 million in bond funds approved by the voters of the State of New Jersey in 2009 for preservation efforts; and

WHEREAS, the County's allocation was recently approved by the Garden State Preservation Trust; and

WHEREAS, based upon the said proposed funding allocations, the County previously submitted a total of seven (7) properties to the SADC, all of which were previously preserved; and

WHEREAS, the SADC has indicated to the County that a balance of \$331,089.18 still exists in the County's possible funding allocation; and

WHEREAS, based upon this remaining funding allocation, the County is submitting one (1) additional property to the SADC, which was previously preserved; and

WHEREAS, the one (1) said property is deemed to qualify for the purchase of said easement or easements pursuant to both the Act, and Regulations promulgated thereunder, as well as County guidelines; and

WHEREAS, an endorsement by the Board is provided as required by both the Act, and Regulations, and is also subject to the availability of funding at the State level.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders authorizes and approves this request for cost-share funding in the amount of \$331,089.18 from the State Agriculture Development Committee as to the acquisition of development easements on one (1) property previously acquired through the Gloucester County Planning Incentive Grant application, and as per the Gloucester County Farmland Preservation Program, whereas the said specific property is included as an attachment to this resolution which is identified as "Schedule A", and incorporated by reference.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 8, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ATTACHMENT "A"

FARMLAND PRESERVATION PROGRAM
GLOUCESTER COUNTY PLANNING INCENTIVE GRANT REQUEST
Previously settled by Gloucester County and certified by the SADC
(All "requested funding" does not include 3% buffer encumbrance)

1. Applicant: Santo J. Maccherone, Sara M. Lawall, and Helen M. Maccherone a/k/a Helen M. Fardeila, tenants in common
- Municipality: Harrison Township / East Greenwich Township
- Block(s)Lot(s): Block 45.28, Lots 2 & 3 (Harrison Township)
Block 1205, Lot 1 (East Greenwich Township)
- Approx. Acres: 77.115
- Exception(s): None
- Approx. cost: \$1,696,530.00 (\$22,000.00 per acre)
- Existing Housing: None
- Ag. Labor Housing: None
- None Ag. Uses: None
- Requested Funding: \$331,089.18 (competitive grant), \$1,365,440.82 County Funding
- Settled by County: October 12, 2011

63

**RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT
WITH THE NEW JERSEY COUNCIL ON THE HUMANITIES
GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN
THE AMOUNT OF \$2,976.00**

WHEREAS, the New Jersey Council on the Humanities ("NJCH") supports a new exhibit on 18th Century midwifery practices and the impact of Yellow Fever on the Whitall Family; and

WHEREAS, a grant is available from NJCH which supports the design and fabrication of exhibition materials, marketing, and sponsorship of a public speaker series; and

WHEREAS, the grant agreement with NJCH shall be for a total amount of \$2,976.00; and

WHEREAS, it would be beneficial to the County of Gloucester to enter into an agreement with the New Jersey Council on the Humanities for said funds to be utilized for the hereinabove purposes.

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

1. That the County of Gloucester does hereby approve and authorize an application and agreement the New Jersey Council on the Humanities, and accepts the award of funds on behalf of the Gloucester County Department of Parks and Recreation as grant recipient, in the total amount of \$2,976.00, and shall utilize the funds pursuant to the terms of said agreement between the County of Gloucester and NJCH for the hereinabove purposes.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with the guidelines and directives of NJCH, in conformity with 20 U.S.C. § 956, as amended, and all other regulations or procedures promulgated by the granting authority.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on May 8, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



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

www.gloucestercountynj.gov

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

TO: Charles Rose

DEPARTMENT: Parks & Recreation

GRANT TITLE: Midwifery to Yellow Fever: Life & Death

At The Whitall House

DATE: April 26, 2013

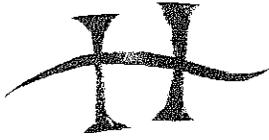
CERTIFICATION LETTER

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: May 8, 2013



NEW JERSEY COUNCIL FOR THE HUMANITIES
28 West State Street: Sixth Floor • Trenton, New Jersey 08608-1602
Tel 609.695.4838 • Fax 609.695.4929
1.888.FYI.NJCH • njch@njch.org • www.njch.org

AGREEMENT OF GRANT AWARD

Re: NJCH Award Number: 2013-02

From Midwifery to Yellow Fever: Life and Death at the Whitall House

The parties to this Agreement are the New Jersey Council for the Humanities (“NJCH”) and the Gloucester County Department of Parks & Recreation (“Grant Recipient”), which shall be directly responsible for the administration and supervision of the project.

In consideration for the grant by NJCH of \$2,976, under its grant from the National Endowment for the Humanities, the Grant Recipient hereby agrees as follows:

- 1. Definition and Scope of Project.** The Grant Recipient agrees to carry out the project named above in conformity with the guidelines and directives of NJCH in conformity with 20 U.S.C. § 956, as amended, and any regulations or procedures promulgated by the National Endowment for the Humanities. The Grant Recipient further agrees to fulfill any conditions imposed by NJCH in connection with the approval of award.
- 2. NJCH Guidelines and Application.** The Grant Recipient hereby expressly represents that the representative executing this Agreement has read and understands the NJCH Guidelines and Application and will strictly comply with all requirements contained therein including the Certification of Adherence to NJCH Grant Provisions submitted with the proposal.
- 3. Grant Recipient Subject to Federal Regulations and Approved Budget.** NJCH and the Grant Recipient hereby agree that all grants made by NJCH are treated as subcontracts from the National Endowment for the Humanities to NJCH and are regulated under appropriate Federal cost regulations, adherence to which is required of the Grant Recipient. Specific applicable Federal regulations and Office of Management and Budget circulars are set forth in the Guidelines and Application.
- 4. Riders.** If the above-mentioned project involves media or publications, the Grant Recipient hereby expressly agrees to comply with the requirements of the attached rider.
- 5. Hold Harmless.** The Grant Recipient agrees to indemnify, defend and save harmless NJCH, its officers, agents, employees, individual members, and staff from any claims or actions, including but not limited to libel and slander, damage, loss and expense by reason of injury, illness, or death to any person or persons or damage to property arising or alleged to have arisen from any act or omission by or on behalf of the Grant Recipient. State or federal

