

AGENDA

7:30 p.m. Wednesday, March 5, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from February 5, 2014 and February 19, 2014.

P-1 Proclamation Recognizing the West Deptford Marching Band for coming in First Place in the Tournament of the Bands, Atlantic Coast Championships (Damminger) (to be presented)

P-2 Proclamation to honor and Welcome Home Corporal Christopher D. Absil, a United States Marine from his deployment in Afghanistan (Chila) (previously presented)

PUBLIC HEARING ON THE POSSIBLE ACQUISITION OF BLOCK 2206, LOTS 1, 2, 3, 3.01 & 4 IN THE BOROUGH OF CLAYTON, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

The County is considering the acquisition of the property owned by the Estate of Doris O'Donnell, known as Block 2206, Lots 1, 2, 3, 3.01 & 4 in the Borough of Clayton, (hereinafter "the property"), through the Open Space Preservation Program. The property, which totals approximately 9-acres in size, is immediately adjacent to the County-owned Scotland Run Park, and would bring the total amount of contiguously preserved land associated with the park to more than 1,000-acres. It is expected that once preserved the property would remain in its natural state, and be utilized for passive recreational uses. The landowners have agreed to the County's offer of \$161,250.00, which was based on the reports of two State-approved appraisers, and certified by the New Jersey Green Acres Program. Once preserved, the County will seek a 50% reimbursement from Green Acres for the total acquisition costs. As per Green Acres regulations a public hearing must be conducted on the possible acquisition of the properties. Pending Freeholder approval, the required professional work (survey, title, and environmental testing) will commence after the Agreements of Sale are executed by both parties. Once all professional work is addressed settlement on the properties can be scheduled, which we will ensure occurs as expediently as possible. This public hearing date was previously established by the Freeholder Board in a Resolution adopted on February 5, 2014.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED LINDA PEREIRA V. GLOUCESTER COUNTY, C.P. NO. 2008-2097.

The general nature of the subject to be discussed at the closed meeting of March 5, 2014, shall be the possible settlement of the above workers' compensation matter. *The Petitioner is represented by the law firm of Stark & Stark.*

A-2 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, MARY DONALDSON v. GLOUCESTER COUNTY, C.P. NO. 2009-31415.

This matter involves a claim made by the Petitioner under the New Jersey Workers' Compensation statute which alleged a work-related injury. This resolution will authorize settlement in the amount of \$39,930.00, as per the recommendation of the County's workers' compensation attorney, Prudence Higbee, Esq. of Capehart & Scatchard. The matter was discussed in closed session on February 19, 2014. Pursuant to N.J.S.A. 34:15-128.3a the matter is being resolved. Mary Donaldson is represented by the law firm of Hoffman & DiMuzio.

A-3 RESOLUTION AUTHORIZING 2013 APPROPRIATION RESERVE BUDGET TRANSFERS.

This resolution is needed to transfer 2013 funds from department to department where needed to pay bills. Said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

A-4 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

This resolution allows the County to add on funds to the temporary budget in excess of the 26.5% formula. The formula assumes you only need 26.5% of the previous year's costs to fund operations prior to budget adoption; however, this budget line item has been fully expended due to harsh winter conditions. This emergency temporary appropriation is needed to increase the amount for the *purchase of salt in Public Works – Highways budget and unclassified prior year bills*, and is in accordance with N.J.S.A. 40A:4-20 which provides for the creation of an emergency temporary appropriation.

A-5 RESOLUTION EXTENDING A CONTRACT WITH SIMPLEX GRINNELL FOR MAINTENANCE AND REPAIR OF THE SECURITY AND FIRE ALARMS IN COUNTY BUILDINGS THROUGH MARCH 20, 2015 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

Resolution authorizes a one year extension of the Contract with Simplex Grinnell, located at 283 Gibraltar Rd., Horsham, PA 19044 for remote technical support; fire and security alarm maintenance plus the required yearly certification for County fire alarm systems per bid specifications PD#012-006. (This contract excludes the Justice Complex) The original Contract was passed by Resolution March 21, 2012 with the option for a one (1) two year or two (2) one year extensions. This extension will be from March 21, 2014 to March 20, 2015 in an amount not to exceed \$50,000.00.

A-6 RESOLUTION AUTHORIZING A CONTRACT TO C&H COLLECTION SERVICES, INC., FOR COLLECTION OF CERTAIN DEBTS FOR THE COUNTY AND EXISTING UNITS WITHIN THE COUNTY FROM MARCH 27, 2014 TO MARCH 26, 2015.

This resolution will authorize a contract to C&H Collection Services, Inc., to pursue reimbursement of outstanding receivables due to the County for an amount of 18% of each debt amount collected on behalf of the County as per bid specifications PD 014-003. C&H Collection Services, Inc., will pursue matters/cases that do not respond to repeated demands by County staff and the Legal Department.

A-7 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND OTHER APPLICABLE LAW, AUTHORIZING AND APPROVING THE ISSUANCE BY THE POLLUTION CONTROL FINANCING AUTHORITY OF GLOUCESTER COUNTY OF NOT MORE THAN \$75,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS POLLUTION CONTROL REVENUE BONDS AS FINANCING FOR A PROJECT UNDERTAKEN ON BEHALF OF KEYSTONE URBAN RENEWAL LIMITED PARTNERSHIP AND LOGAN GENERATING COMPANY, L.P.; AND AUTHORIZING AND APPROVING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

As empowered by New Jersey statute, the Pollution Control Authority of Gloucester County (Authority) is authorized to issue revenue bonds to fund "Pollution Control Facilities" as defined by the enabling statute. Keystone Urban Renewal Limited Partnership (Partnership) and Logan Energy Company (Company) own and operate the Logan Cogeneration Plant (Plant), a 202 megawatt electricity generating facility located in Logan Township. The Partnership and Company are seeking to refinance debt issued through the New Jersey Economic Development Authority used to finance the construction of the environmental control systems of the Plant. If approved, the Partnership and Company would refinance up \$65 million in tax-exempt bonds and up to \$10 million in taxable bonds. The Authority conducted a public hearing on February 25th and approved the refinancing. The bonds will be special and limited obligations of the Authority, payable solely by revenues of the Partnership and Company, secured by liens and security interests on the collateral of the real property and other assets of the Partnership and Company. As specified in the agreements and resolution, the "Bonds shall not be in any way a debt or liability of the State of New Jersey or the County.....and neither the faith and credit or taxing power of the State of New Jersey of the County, shall be pledged to the payment of the principal or redemption price of and interest on the Bonds.." This resolution consents to the Authority's participation in the bond refinancing, approves the same, and authorizes certain county officers to execute certifications and ancillary documents related to the refinancing.

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

**FREEHOLDER CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION GRANTING AN ACCESS EASEMENT TO PUBLIC SERVICE ELECTRIC AND GAS FOR ACCESS ACROSS A PART OF COUNTY OWNED PROPERTY KNOWN AS BLOCK 347.02, LOT 1, IN THE TOWNSHIP OF WEST DEPTFORD

This Access Easement will grant PSE&G access across 1,213 square feet (.028 acres) of County owned land being a part of Block 347.02, Lot 1, 550 Grove Road in the Township of West Deptford, as part of its Southern Reinforcement Project. This Project will add overhead and underground transmission circuits with approximately 12 acres of additional overhead transmission line going through Gloucester County.

This will authorize PSE&G access to the Easement area to construct, install and maintain the lines and any other fixtures or equipment necessary to complete the project or for the operation of the electronic transmission lines. PSE&G shall tender Two Thousand Four Hundred (\$2,400.00) Dollars and Zero Cents to the County in exchange for the granting of this easement.

C-2 RESOLUTION AUTHORIZING A CHANGE ORDER WITH MID-ATLANTIC SALT, LLC INCREASING THE CONTRACT AMOUNT BY \$200,000.00.

This Resolution authorizes a change order for the supply and delivery of rock salt. This Contract was awarded based upon bids that were opened by the County on August 7, 2013. Mid-Atlantic, LLC was determined to be the lowest responsive and responsible bidder and a Resolution was adopted by the Freeholders September 18, 2013 authorizing a contract in the total amount of \$1,000,000.00. We have had an estimated 50 inches of snow accumulation and extremely low temperatures this winter causing the need for 12 de-icing events which has resulted in a depletion of salt inventory. Pursuant to N.J.A.C. 5:30-11.3 et seq. this Resolution authorizes a contract change order between the County and Mid-Atlantic Salt, LLC in the amount of \$200,000.00 for a total revised contract amount of \$1,200,000.00.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

E-1 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES FOR THE DIVISION OF SOCIAL SERVICES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR CALENDAR YEAR 2014.

The County of Gloucester, Division of Social Services, has a need for postage and postage supplies which are necessary to conduct the business of County government.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT OF SALE, AND ALL OTHER NECESSARY DOCUMENTS, FOR THE PURCHASE OF BLOCK 2206, LOTS 1, 2, 3, 3.01 & 4 IN THE BOROUGH OF CLAYTON FOR \$161,250.00 AS OPEN SPACE UTILIZING OPEN SPACE PRESERVATION TRUST FUNDS.

This resolution approves the execution of an Agreement of Sale between the County and the Estate of Doris O'Donnell, for the preservation of Block 2206, Lots 1, 2, 3, 3.01 & 4 in the Borough of Clayton, as Open Space through the County's Open Space Preservation Program. The total purchase price is \$161,250.00, of which the County will seek a 50% reimbursement through the New Jersey Green Acres Program. The cost of the associated appraisal services regarding the said acquisition was \$3,200.00 for Steve Bartelt and \$3,000.00 for RW Frankenfield Associates. All items relative to this action have been previously identified in the explanation provided with the project's associated public hearing request.

F-2 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ROBERT M. BROWN AND MAXINE L. BROWN, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 1306, LOT 2.09, AND IN THE TOWNSHIP OF MANTUA, KNOWN AS BLOCK 4, LOT 19, CONSISTING OF APPROXIMATELY 37.418 ACRES, FOR THE AMOUNT OF \$402,243.50.

This resolution approves of, and authorizes, the purchase of the development rights on properties in the Townships of East Greenwich and Mantua owned by Robert M. Brown and Maxine L. Brown, as per the application made to the Gloucester County Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$10,750.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,900.00 for Steve Bartelt and \$3,000.00 for RW Frankenfield Associates. This property is in close proximity to more than 2,000 acres of previously preserved farmland and open space.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AWARDED A CONTRACT TO PROKURE SOLUTIONS, LLC FOR THE PROVISION OF VARIOUS CLEANING SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR FROM MARCH 5, 2014 TO MARCH 4, 2016.

This resolution authorizes the execution and award for the supply of various cleaning solutions to the County from March 5, 2014 to March 4, 2016 as set forth in the bid specifications PD 014-004 in an amount not to exceed \$20,000.00 annually.

G-2 RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON THROUGH STATE CONTRACT #A81296 IN AN AMOUNT NOT TO EXCEED \$150,000.00, FROM MARCH 1, 2014 TO FEBRUARY 28, 2015.

This will authorize the purchase and delivery of ammunition to be utilized by employees of the Gloucester County Prosecutor's Office, the Sheriff's Department and the Department of Correctional Services for purposes of qualification and duty use.

G-3 DEPOSIT RESOLUTION PROVIDING FOR THE TRANSFER OF PHYSICAL CUSTODY, BUT NOT LEGAL CUSTODY, OF CERTAIN PUBLIC RECORDS TO THE GLOUCESTER COUNTY HISTORICAL SOCIETY.

The intent of this agenda request is to renew a Deposit Agreement with the Gloucester County Historical Society, as the current agreement expires in March of 2014. The purpose of this agreement is to clarify that Gloucester County has legal custodianship (ownership) of the historical records, while the historical society is the holding agency only, entrusted with the physical custody of the records.

G-4 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO WILLIAM R. CAREY & CO., INC. FOR INDIVIDUAL AND AGGREGATE EXCESS LOSS MEDICAL COVERAGE FOR THE GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONAL SERVICES IN AN AMOUNT NOT TO EXCEED \$179,000.00 FROM MARCH 1, 2014 TO FEBRUARY 28, 2015.

Resolution authorizing contract with William R. Carey & Co., Inc., as per RFP#014-011 for aggregate excess loss medical coverage for inmates at Gloucester County Department of Correctional Services from March 1, 2014 to February 28, 2015 for an amount not exceed \$179,000.00.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, February 5, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda:

- P-1 not "being presented" - it is "previously presented"
- A-5 amended (6th paragraph, last sentence should read 2015 Budget)
- F-1 amended (last sentence should read "total amount of each contract shall not exceed \$375,000.00)
- C-2 title change (Resolution Authorizing Amendments to Community Development Block Grant (CDBG) Contracts for a Term of One Year)

Approval of the regular meeting minutes from January 3, 2014 Reorganization meeting.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48147 Proclamation to the Glassboro HS Bulldogs Football Team for an outstanding season culminating in winning the South Jersey Group I Sectional Championship. (Simmons) (To Be Presented)

48148 Proclamation to recognize Benjamin Daniel Lombardo. Benjamin distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Chila) (Previously Presented)

48149 Proclamation to recognize Cody Fisher. Cody distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Chila) (Previously Presented)

48150 Proclamation Honoring Robert W. Scull for 70 Years of Volunteer Fire Service to the Citizens of Gloucester County. (Chila) (Previously Presented)

PUBLIC HEARING AND SECOND READING

48151 PUBLIC HEARING AND SECOND READING OF ORDINANCE TO AMEND THE SCHEDULE OF FEES FOR EMERGENCY MEDICAL SERVICES.

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

ADOPT

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

48152 RESOLUTION OPPOSING PRIVATIZATION OF TOLL COLLECTION SERVICES ON THE NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48153 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48154 RESOLUTION TO PURCHASE OFFICE SUPPLIES FROM STAPLES, THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A77249 FOR AN AMOUNT NOT TO EXCEED \$150,000.00 FROM FEBRUARY 5, 2014 TO FEBRUARY 4, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48155 RESOLUTION TO PURCHASE OFFICE SUPPLIES FROM OFFICE DEPOT, INC. THROUGH STATE OF FLORIDA TERM CONTRACT NO. 618-000-11-1 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 FROM FEBRUARY 5, 2014 TO FEBRUARY 4, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48156 RESOLUTION TO PURCHASE TECHNICAL SUPPORT AND MAINTENANCE FOR THE PROPRIETARY SIEMENS XLS-V FIRE ALARM SYSTEM INCLUDING THE REQUIRED ANNUAL CERTIFICATION FOR THE JUSTICE CENTER FROM SIEMENS INDUSTRY, INC., FOR A TOTAL AMOUNT OF \$71,990.00 FROM JANUARY 1, 2014 TO DECEMBER 31, 2015 IN ADDITION AN AMOUNT NOT TO EXCEED OF \$8,000.00 FOR ANNUAL MAINTENANCE AS NEEDED.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48157 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE COUNTY OF CUMBERLAND FOR REGIONALIZED JUVENILE DETENTION FROM FEBRUARY 1, 2014 TO JANUARY 31, 2024 AT A PER DIEM RATE NO GREATER THAN \$275.00 PER DAY.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER TALIAFERRO**

48158 RESOLUTION AUTHORIZING A GRANT APPLICATION AND EXECUTION OF AGREEMENT WITH THE NEW JERSEY EMERGENCY MEDICAL SERVICES TASK FORCE FOR THE NON-UASI COUNTY PATIENT MOVING EQUIPMENT GRANT.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48159 RESOLUTION AUTHORIZING THE ISSUANCE OF REQUEST FOR PROPOSALS PURSUANT TO THE COMPETITIVE CONTRACTING PROVISIONS OF N.J.S.A. 40A:11-4.1 ET. SEQ. TO PROVIDE A 700 MHZ RADIO COMMUNICATIONS SYSTEM INCLUDING ALL HARDWARE & SOFTWARE.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

48160 RESOLUTION AUTHORIZING A CONTRACT TO COOPER MONUMENT COMPANY FOR ENGRAVING OF THE NICHE COVERS FOR THE VETERANS MEMORIAL CEMETERY FROM FEBRUARY 5, 2014 TO FEBRUARY 4, 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48161 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FOR THE MANAGEMENT OF A TENANT BASED RENTAL ASSISTANCE PROGRAM FOR GLOUCESTER COUNTY RESIDENTS FROM FEBRUARY 5, 2014 TO FEBRUARY 4, 2015 IN AN AMOUNT NOT TO EXCEED \$70,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48162 RESOLUTION AUTHORIZING AMENDMENTS TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACTS FOR A TERM OF ONE YEAR.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48163 RESOLUTION APPOINTING A STRATEGY COMMITTEE TO COLLABORATE WITH THE COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT IN PREPARING AN UPDATE TO THE COUNTY'S COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48164 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #02-INCREASE WITH P & A CONSTRUCTION, INC., IN THE AMOUNT OF \$114,850.20.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48165 RESOLUTION APPROVING SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF THE GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR DISCRETIONARY AID FOR THE COUNTYWIDE TRAFFIC SIGNAL PEDESTRIAN RETROFIT PROJECT.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48166 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS FOR A "MINI GRANT" IN THE AMOUNT OF \$3,500.00 FROM DECEMBER 20, 2013 TO JULY 31, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48167 RESOLUTION AUTHORIZING SENIOR SERVICES CONTRACTS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons					X
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48168 RESOLUTION AUTHORIZING A ONE YEAR EXTENSION TO THE CONTRACTS FOR HUMAN SERVICES, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48169 RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH INSPIRA MEDICAL CENTER WOODBURY, INC., FOR THE USE OF ITS MORGUE FOR THE MEDICAL EXAMINER TO PERFORM AUTOPSIES FROM JANUARY 1, 2014 TO DECEMBER 31, 2014, IN AN AMOUNT NOT TO EXCEED \$40,503.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48170 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF SALEM FOR THE MAINTENANCE AND ADMINISTRATION OF A COOPERATIVE OFFICE OF COUNTY MEDICAL EXAMINER FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 WITH PAYMENT BY THE COUNTY OF SALEM IN AN AMOUNT OF \$175,000.00

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48171 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES ON AN AS-NEEDED BASIS TO FULFILL THE COUNTY'S OBLIGATIONS UNDER THE STATE WORK FIRST NEW JERSEY, TEMPORARY ASSISTANCE TO NEEDY FAMILIES PROGRAM AND THE FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAM.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

48172 RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES; ENVIRONMENTAL RESOLUTIONS, INC.; AND FEDERICI AND AKIN, P.A., TO PROVIDE ENGINEERING/SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS FROM FEBRUARY 5, 2014 TO FEBRUARY 4, 2015 IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR EACH CONTRACT.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48173 RESOLUTION AUTHORIZING A CONTRACT WITH FRED M. SCHIAVONE CONSTRUCTION INC. IN THE AMOUNT OF \$39,172.00 FOR DEMOLITION WORK.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy					X
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48174 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF MARCH 5, 2014, REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 2206, LOTS 1, 2, 3, 3.01 & 4 IN THE BOROUGH OF CLAYTON, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48175 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF AMY CAROL HAIG, NATHANIEL GEORGE LUCAS JR., AND M. LOUISE LUCAS, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 54, LOT 8, CONSISTING OF APPROXIMATELY 55.61 ACRES, FOR THE AMOUNT OF \$389,270.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48176 RESOLUTION AUTHORIZING A CONTRACT WITH JDJ PETS/DBA PETS PLUS FOR THE SUPPLY AND DELIVERY OF BULK ANIMAL FOOD AND CAT LITTER FROM FEBRUARY 5, 2014 TO FEBRUARY 4, 2015 IN AN AMOUNT NOT TO EXCEED \$35,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48177 RESOLUTION AUTHORIZING A CONTRACT WITH EDUCATION & HEALTH CENTERS OF AMERICA, INC., FOR THE HOUSING AND TREATMENT OF COUNTY INMATES AT THE ALBERT "BO" ROBINSON ASSESSMENT AND TREATMENT CENTER IN TRENTON, NEW JERSEY FROM FEBRUARY 5, 2014 TO FEBRUARY 4, 2016 IN AN AMOUNT NOT TO EXCEED \$2,737,500.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48178 RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, OFFICE OF VICTIM-WITNESS ADVOCACY, FOR (1) A SUPPLEMENTAL GRANT PROGRAM, VWAFPS3-08, IN THE AMOUNT OF \$26,992.00, FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014; AND (2) THE SEXUAL ASSAULT RESPONSE TEAM/SEXUAL ASSAULT NURSE EXAMINERS GRANT IN THE AMOUNT OF \$71,238.00 WITH AN IN-KIND MATCH OF \$17,810.00 FOR A TOTAL GRANT OF \$89,048.00 FROM OCTOBER 1, 2013 TO SEPTEMBER 30, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments:

- Lee Lucas, Gibbstown, made comments about Congressman Andrews and then questioned the Bo Robinson contract.
- Jim Worrell from, Gibbstown, made comments about paranormal activity

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:09 pm

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

MINUTES

7:30 p.m. Wednesday, February 19, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy		X
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the regular meeting minutes from January 22, 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Freeholder Christy arrived at meeting.

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

48202 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION CLAIM CAPTIONED MARY DONALDSON V. GLOUCESTER COUNTY, C.P. NO. 2009-31415.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

MOTION TO GO INTO CLOSED SESSION

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

MOTION TO GO INTO OPEN SESSION

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48203 RESOLUTION ESTABLISHING FEES FOR SENIOR SERVICES, HEALTH, AND PARKS AND RECREATION EFFECTIVE JANUARY 1, 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48204 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH POLLUTION CONTROL FINANCING AUTHORITY OF GLOUCESTER COUNTY FOR THE PROVISION OF BOND COUNSEL SERVICES.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48205 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE FOR THE OPERATION OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48206 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY LIBRARY COMMISSION.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48207 RESOLUTION APPOINTING MEMBERS TO THE SENIOR SERVICES ADVISORY BOARD

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48208 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY, 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		14-00187 14-00607 14-00639
Christy			X		
DiMarco			X		
Simmons		X	X		14-00541 14-00604 13-00636 13-02106 13-02108
Taliaferro			X		
Damminger			X		

Comments: N/A

48209 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48210 RESOLUTION AUTHORIZING 2013 APPROPRIATION RESERVE BUDGET TRANSFERS

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48211 RESOLUTION AUTHORIZING EXTENSIONS TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACTS WITH THE TOWNSHIP OF MANTUA AND THE BOROUGH OF PITMAN FOR SPECIFIED ROAD IMPROVEMENTS

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48212 RESOLUTION AUTHORIZING THE APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE 2014 STATE AID TO COUNTIES.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48213 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH ZONE STRIPING, INC. IN THE AMOUNT OF \$250.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48214 RESOLUTION AUTHORIZING SENIOR SERVICES CONTRACTS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48215 RESOLUTION ACCEPTING DONATION OF TWO CEMETERY PLOTS FROM EGLINGTON CEMETERY CO., CLARKSBORO, NJ.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

48216 RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACTS FOR DIVISION OF DISABILITY SERVICES AND EXTENDING CONTRACT TERMS FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48217 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP., THROUGH STATE CONTRACT #A77560 IN THE TOTAL AMOUNT OF \$50,000.00, FROM JANUARY 1, 2014 TO DECEMBER 31, 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: Ken DeFay, Mantua Twp., asked if the board is considering selling anything to lower tax rate.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:50 pm

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

**Recognizing West Deptford High School Marching Band
4TH CONSECUTIVE TOURNAMENT OF BANDS, ATLANTIC COAST
CHAMPIONSHIP TITLE**

WHEREAS, the West Deptford High School Marching Band, under the direction of Director, Thomas Kershaw, Assistant Directors, Albert Dirkes, Jennifer Dirkes, and James Wysoczanski, Drum Major, Megan Monaghan and Assistant Drum Majors, Genevieve Kopec and Andrew Cameron, recently performed at the Tournament of Bands, Atlantic Coast Championships(ACC's); and

WHEREAS, the West Deptford High School Marching Band has continued its remarkable streak as Atlantic Coast Champions for four consecutive years. The ACC's include bands from Delaware, Maryland, New Jersey, Pennsylvania, Virginia and West Virginia; and

WHEREAS, the West Deptford High School Marching Band finished First Place at the Middletown High School Competition, Madison High School Competition and West Deptford High School Competition, setting a new school record for the highest score ever during the regular season with a 93.55.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Lyman Barnes, Giuseppe (Joe) Chila, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam J. Taliaferro, do hereby recognize the West Deptford High School Marching Band along with the Band Members and Directors, both past and present, who have represented their school and community with distinction.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5th day of March, 2014.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Daniel Christy
Freeholder*

*Frank J. DiMarco
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

ATTEST:

Robert N. DiLella, Clerk

WELCOME HOME

CPL Christopher D. Absil

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home **Corporal Christopher D. Absil**, United States Marine Corp from his deployment in Afghanistan. A welcome home celebration is being held by family and friends at 811 Saint Regis Court, West Deptford, New Jersey, Saturday, February 15, 2014 at 12:00; and

WHEREAS, **Christopher Absil** is a 2010 graduate of West Deptford High School. After graduation **Christopher** enlisted in the United States Marine Corp and received Basic Training at Parris Island, South Carolina. He was then assigned to the Bulk Fuel Company, Camp Lejeune, North Carolina where he served as a Bulk Fuel Specialist. In August 2013 he was deployed to Afghanistan; and

WHEREAS, while deployed in Afghanistan, **Corporal Christopher D. Absil** was awarded the **National Defense Medal**, the **Global War on Terror Medal**, the **Afghanistan Medal**, the **Overseas Medal**, and the **NATO ISAF Medal**. He also received two Certificates of Commendation for Fuel Site Commander, three Meritorious Masts and a Good Conduct Medal; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Corporal Christopher D. Absil** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen 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 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro **are honored to welcome home Corporal Christopher D. Absil and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

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 15th day of February, 2014.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Attest: _____
Robert N. DiLella, Clerk

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS
OF AND POSSIBLE SETTLEMENT OF A WORKERS' COMPENSATION
CLAIM CAPTIONED LINDA PEREIRA V. GLOUCESTER COUNTY,
C.P. NO. 2008-2097**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b.

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *March 5, 2014*.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensations claims, and the litigation matter as entitled above.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A2

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF
THE WORKERS' COMPENSATION CLAIM OF PETITIONER,
MARY DONALDSON v. GLOUCESTER COUNTY, C.P. NO. 2009-31415**

WHEREAS, the Petitioner, *Mary Donaldson*, represented by the law firm of Hoffman & DiMuzio, filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

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

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

<u>Claimant</u>	<u>Petition No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
Mary Donaldson	2009-31415	\$39,930.00	Repetitive Activity

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**RESOLUTION AUTHORIZING 2013 APPROPRIATION
RESERVE BUDGET TRANSFERS**

WHEREAS, the County Treasurer has recommended the following 2013 appropriation reserve budget transfers in the total amount of \$860,600.00, as more particularly set forth herein; and

WHEREAS, the proposed 2013 appropriation reserve budget transfers have been reviewed by the County Administrator, and County Treasurer, who have given their approval of same; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 5-59.

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2013 appropriation reserve budget transfers:

TRANSFER FROM

Administrator's Office – OE	1,000.00
Human Resources – OE	7,100.00
Clerk of the Board – Advertising-OE	1,800.00
County Clerk – OE	12,800.00
Financial Administration – S&W	15,900.00
Financial Administration – OE	200.00
Purchasing – OE	1,200.00
Information Technology – OE	22,100.00
County Counsel – S&W	133,800.00
County Adjuster – OE	1,400.00
Surrogate – OE	700.00
Engineering – S&W	1,500.00
Engineering – OE	6,400.00
Economic Development – S&W	3,100.00
Planning – S&W	11,100.00
Planning – OE	1,200.00
Construction Board of Appeals – OE	900.00
Consumer Protection – OE	1,100.00
Liability Insurance – OE	34,900.00
Employee Group Insurance – OE	168,800.00
Medical Examiner – OE	1,000.00
Sheriff – OE	5,300.00
Prosecutor – OE	2,400.00
Roads & Bridges – OE	17,900.00
Buildings & Grounds – OE	47,900.00
Fleet Management – OE	39,400.00
Disability Services – OE	2,000.00
Human Services – S&W	18,200.00
Veterans Affairs – OE	2,700.00
Animal Shelter – OE	2,700.00
Parks & Recreation – OE	9,700.00
Golf Course – OE	41,000.00
Out of County College -OE	38,500.00
Superintendent of Schools – OE	2,600.00
Street Lighting – OE	1,600.00
Natural Gas - OE	2,600.00
Telephone – OE	9,800.00
Gasoline and Diesel – OE	115,000.00
Public Employees Retirement System – OE	42,700.00
Social Security – OE	28,500.00
Police and Fire Retirement – OE	<u>2,100.00</u>
	\$860,600.00

TRANSFER TO

Legal Department - OE	62,711.00
Corrections – OE	<u>797,889.00</u>
	\$860,600.00

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain programs; and

WHEREAS, there is a need to include additional monies in the 2014 Gloucester County temporary budget; and

WHEREAS, because no adequate provision has been made in the 2014 temporary appropriations for the aforesaid purpose, and N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2014, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S. 40A:4-20) including this resolution total \$10,009,441.00.

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

PUBLIC WORKS FUNCTION

Roads & Bridges - OE 200,000.00

UNCLASSIFIED

Prior Year Bills 795,000.00

2. That said emergency temporary appropriations have been provided for in the 2014 budget under the same titles.

3. That one certified copy of this resolution shall be filed with the Director of Local Government Services.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 5, 2014 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A5

RESOLUTION EXTENDING A CONTRACT WITH SIMPLEX GRINNELL FOR MAINTENANCE AND REPAIR OF THE SECURITY AND FIRE ALARMS IN COUNTY BUILDINGS THROUGH MARCH 20, 2015 IN AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, a contract was awarded to Simplex Grinnell, located at 283 Gibraltar Road, Horsham, Pennsylvania 19044 on March 21, 2012, per PD# 12-006 for the maintenance and repair of security and fire alarms throughout County buildings, excluding the Justice Complex; and

WHEREAS, the contract provides the County with the option to extend for two (2) additional one-year periods, with this being the first requested extension; and

WHEREAS, based on the recommendation of the Information Technology Department, the County now desires to exercise its option to extend the contract for one year through March 20, 2015; and

WHEREAS, this contract extension shall be for estimated units of services, on an as needed basis, for an amount not to exceed \$50,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend the contract with Simplex Grinnell, for the maintenance and repair of security and fire alarms throughout County buildings, excluding the Justice Complex for an additional one year period (March 21, 2014 to March 20, 2015) for an amount not to exceed \$50,000.00 and the County Purchasing Agent is directed to so inform the Contractor; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on March 5, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALD

RESOLUTION AUTHORIZING A CONTRACT TO C&H COLLECTION SERVICES, INC., FOR COLLECTION OF CERTAIN DEBTS FOR THE COUNTY AND EXISTING UNITS WITHIN THE COUNTY FROM MARCH 27, 2014 TO MARCH 26, 2015

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per **PD-14-003**, for the collection of certain debts for the County and existing units within the County; and

WHEREAS, after following proper public bidding procedure, it was determined by the County's Purchasing Department that C&H Collection Services, Inc., with an address of P.O. Box 1399, Merchantville, NJ 08109, was the lowest responsive and responsible bidder for the collection of debts to the County from March 27, 2014 to March 26, 2015; and

WHEREAS, this Contract shall be for an amount of 18% of each debt amount collected on behalf of the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with C&H Collection Services, Inc., for the collection of certain debts on behalf of the County of Gloucester and existing units within the County, for a one (1) year period from March 27, 2014 to March 26, 2015 for an amount of 18% of each debt amount collected.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AL6

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
C&H COLLECTION SERVICES, INC.**

THIS CONTRACT is made effective the 27th day of **March, 2014**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **C&H COLLECTION SERVICES, INC.** with an address of P.O. Box 1399, Merchantville, NJ 08109, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of collection services for certain debts for the County of Gloucester and existing units within the County as per **PD-014-003**; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing March 27, 2014 and concluding March 26, 2015.

2. **COMPENSATION.** Contract shall be for services as set forth in the specifications **PD-014-003**, for a contract amount of 18% of each debt amount collected on behalf of the County.

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

Each invoice shall contain an itemized, detailed description of all 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 Vendor shall be as set forth in the specifications identified as **PD-014-003**, 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in **PD-014-003**, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

9. **INDEMNIFICATION.** The Contractor 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 Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

12. **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.

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

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

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

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

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

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

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

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. CONTRACT PARTS. This Contract consists of this Contract document and the specifications identified as PD-014-003, 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 made effective the 27th day of **March, 2014**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

C&H COLLECTION SERVICES, INC.

CLAUDE F. WHITE, DIRECTOR OF OPERATIONS

<p>PD 014-003 Bid Opening 2/19/2014 10:00am</p>				
<p>SPECIFICATIONS AND FORM OF PROPOSAL FOR COLLECTION OF CERTAIN DEBTS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC &16GLCP</p>				
	<p>VENDOR: Account Control Systems 148 Veterans Dr. Northvale NJ 07647 Al Mucci 201 367-1622 201 767-7051 Fax</p>	<p>VENDOR: C&H Collection Services Inc. P.O. Box 1399 Merchantville, NJ 08109 Claude F. White 800 308-4357 856 665-7380 Fax</p>	<p>VENDOR: H.S. Financial Group LLC 25651 Detroit Rd. Ste. 203 Westlake, Ohio 44145 Kenneth J. Wojtach 440 871-8484 440 871-8485 Fax</p>	
<p>ITEM DESCRIPTION</p>	<p>Bid is rejected for no original signatures & Failure to check off box in Disclosure of Investment Activities in Iran pursuant to Public Law 2012, c.25</p>			
<p>DEBT COLLECTION Amount to be paid by County of collected debts</p>		<p>18%</p>	<p>25%</p>	
<p>Variations: (if any)</p>	<p>NONE</p>			
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>			
<p>Bid specifications sent to:</p>	<p>Net Gain Marketing tworivers title Co Williams, Alexander & Assoc.</p>	<p>Prime Vendor</p>	<p>Credit Financial Services Pino Consulting Group</p>	<p>Virtuoso Sourcing Group First Credit Services Inc.</p>
<p>Based upon the bids received, I recommend C&H Collection Services Inc. be awarded the contract as the lowest responsive, responsible bidder.</p>				
	<p>Sincerely,</p>			
	<p>Robert J. McErlane Purchasing</p>			

ALU

SIGNATURE PAGE

SIGNED:  COMPANY: C&H Collection Services, Inc.

NAME: Claude F. White, Jr. ADDRESS: P.O. Box 1399, Merchantville, NJ 08109
(PRINTED OR TYPED)

TITLE: Director of Operations

TELE #: (800) 308-4357

DATE: 2/14/2014

FAX #: (856) 665-7380

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 10:00 AM, 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 collection services 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.

Bid:	Percentage of Collected Debts
Proposal:	_____ 18 %

Delivery days: 10-14 calendar days.

Do you have any exceptions to these specifications?

yes _____ no x _____

Variations _____

Al

SIGNATURE PAGE

SIGNED: *Al Mucci* COMPANY: Account Control Systems
 NAME: Al Mucci ADDRESS: 148 Veterans Drive
 (PRINTED OR TYPED) Northvale NJ 07647
 TITLE: Executive Vice-President TELE # 201-367-1622
 DATE: 2-12-14 FAX # 201-767-7051

JOAN M. JOSEPH
 NOTARY PUBLIC, STATE OF NEW JERSEY
 No. 2428742
 MY COMMISSION EXPIRES MAY 11, 2017

Joan M. Joseph

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 10:00 AM, 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 collection services 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.

Bid:

Percentage of Collected Debts

Proposal:

25 %

Delivery days: _____ calendar days.

Do you have any exceptions to these specifications?

yes _____ no

Variations _____

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND OTHER APPLICABLE LAW, AUTHORIZING AND APPROVING THE ISSUANCE BY THE POLLUTION CONTROL FINANCING AUTHORITY OF GLOUCESTER COUNTY OF NOT MORE THAN \$75,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS POLLUTION CONTROL REVENUE BONDS AS FINANCING FOR A PROJECT UNDERTAKEN ON BEHALF OF KEYSTONE URBAN RENEWAL LIMITED PARTNERSHIP AND LOGAN GENERATING COMPANY, L.P.; AND AUTHORIZING AND APPROVING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND

WHEREAS, The Pollution Control Financing Authority of Gloucester County ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County"), pursuant to and in accordance with the New Jersey Pollution Control Financing Law, constituting Chapter 376 of the Pamphlet Laws of 1973 of the State and the acts amendatory thereof and supplemental thereto ("Act"), to provide for the construction of "Pollution Control Facilities" (as defined in the Act) for the purpose of encouraging the protection of the health, welfare and safety of the citizens of the State of New Jersey ("State"); and

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

WHEREAS, Keystone Urban Renewal Limited Partnership ("Keystone") and Logan Generating Company, L.P. ("Logan" and together with Keystone, the "Company") own and operate the Logan Cogeneration Plant, an approximately 202 megawatt coal-fired cogeneration plant that produces electricity and intermediate steam ("Plant"), located in Logan Township, Gloucester County, New Jersey; and

WHEREAS, the Company has heretofore financed the costs of certain air pollution control, water pollution control and sewage and solid waste facilities as part of the construction, installation and equipping of the Plant (collectively, the "Original Project") through the New Jersey Economic Development Authority ("NJEDA") by the issuance and sale of \$90,000,000 aggregate principal amount of the NJEDA's Exempt Facility Revenue Bonds (Keystone - 1992 Project) ("1992 NJEDA Bonds"), a portion of which were refinanced by the NJEDA's \$50,350,000 aggregate principal amount of Exempt Facility Revenue Refunding Bonds (Keystone - 2012 Project) ("2012 NJEDA Bonds" and together with the 1992 NJEDA Bonds, the "NJEDA Bonds"); and

WHEREAS, the Company has heretofore requested that the Authority provide financial assistance in the form of the issuance by the Authority of its tax-exempt private activity and taxable bonds, the proceeds of which would be loaned to the Company to: (i) refinance the costs of the Original Project by the current refunding and redemption of the NJEDA Bonds; (ii) fund one or more debt service reserve accounts to provide additional security for the payment of the bonds to be issued by the Authority; and (iii) pay any costs and expenses in connection with the issuance of the bonds to be issued by the Authority (collectively, the "Refinancing Project"); and

WHEREAS, the Authority has reviewed the request and, by resolution duly adopted on February 25, 2014 ("Bond Resolution") in accordance with the Act, has authorized the issuance and sale of up to: (i) \$65,000,000 aggregate principal amount of its Pollution Control Revenue Refunding Bonds (Logan Project), Series 2014A on a tax-exempt basis ("2014A Bonds"); and (ii) \$10,000,000 aggregate principal amount of its Taxable Pollution Control Revenue Refunding Bonds (Logan Project), Series 2014B ("2014B Bonds" and together with the 2014A Bonds, the "Bonds") to finance the costs of the Refinancing Project; and

WHEREAS, prior to the adoption of the Bond Resolution, in accordance with the Act, the Commissioner of the New Jersey Department of Environmental Protection has heretofore certified that: (i) each part of the Original Project constituted a "Pollution Control Facility" as defined by the Act; and (ii) the Original Project did not conflict with, overlap or duplicate any other planned or existing pollution control facilities undertaken or planned by another public agency or authority within any political subdivision in the State of New Jersey when originally constructed, acquired and installed; and

WHEREAS, the Authority has determined that the undertaking of the Refinancing Project on behalf of the Company through the issuance of the Bonds will serve the public purposes set forth in the Act; and

WHEREAS, the Bonds will be special and limited obligations of the Authority, payable solely from those limited sources set forth in the Indenture of Trust ("Indenture") to be executed and delivered by the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee, consisting primarily of certain loan payments ("Loan Payments") to be received from the Company in accordance with a Loan Agreement to be executed and delivered by and among the Authority, Keystone and Logan; and

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

WHEREAS, in particular, the Loan Payments will be secured by a lien on and a security interest in certain collateral of the Company consisting of: (i) real property owned or leased by the Company; (ii) personal property owned by the Company, including equipment, receivables, insurance and other tangible and intangible assets; (iii) all of the Company's right, title and interest in and to all Project Contracts (as such term shall be defined in the Indenture) that have been or may be entered into by the Company; (iv) all revenues of the Company and all accounts established pursuant to the Indenture; and (v) all permits and other governmental approvals to the extent permitted by law (collectively, the "Collateral"), which Collateral shall be subject to any liens or rights created therein by a Collateral Agency and Intercreditor Agreement, by and among the Trustee, Keystone, Logan, the Authority and The Bank of New York Mellon Trust Company, N.A., as collateral agent; and

WHEREAS, in addition to the security described in the immediately preceding paragraph, as security solely for the Company's obligation to repay the loan received by the Authority, the Bonds shall have the benefit of a first lien on and security interest in the debt service reserve funds and the debt service fund to be established under the Indenture; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended ("Code"), prior to the issuance of any private activity bonds, including the 2014A Bonds, among other things: (i) a public hearing must be conducted to inform the public of the issuance of such bonds; and (ii) the issuance of such bonds must have been approved by the "applicable elected representative" of the issuer of such bonds; and

WHEREAS, on February 25, 2014, a public hearing was held, a certified copy of the transcript of which is attached hereto as Exhibit "A" and made a part hereof, at which interested persons could comment upon the proposed issuance of the Bonds by the Authority for the Refinancing Project, notice of such hearing having been published at least 14 days in advance of such hearing date in *The Gloucester County Times*, a newspaper of general circulation in the County; and

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

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

WHEREAS, the County is a governmental entity on whose behalf the Authority issues bonds and the Board is the next highest elected governmental body having jurisdiction over the Authority; and

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

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

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

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

Section 2. In accordance with all other applicable law, the Board hereby consents to: (i) the financing of the Refinancing Project by means of the Bonds, the Bond Resolution, and the financing documents of the Authority to be executed and delivered in connection therewith ("Authority Documents"); (ii) the execution and delivery by the Authority of the Authority Documents; (iii) the adoption by the Authority of the Bond Resolution, and such other amendments or supplements thereto as may be necessary from time to time; (iv) the issuance, sale and delivery of the 2014A Bonds in an aggregate principal amount not exceeding \$65,000,000; and (v) the issuance, sale and delivery of the 2014B Bonds in an aggregate principal amount not exceeding \$10,000,000.

Section 3. The County Administrator, Deputy County Administrator and any designee thereof, including, without limitation, the Clerk of the Board and the Deputy Clerk of the Board, are hereby severally authorized and directed to execute closing certificates and other ancillary documents as may be necessary for the issuance by the Authority of the Bonds and/or the financing of the Refinancing Project.

Section 4. The issuance of the Bonds is contingent upon the satisfaction of all conditions set forth by the Authority in the Bond Resolution and any final resolutions and in such other documents which establish conditions and requirements for the financing.

Section 5. By adoption of this Resolution, the Board hereby formally waives the otherwise applicable estoppel period set forth in *N.J.S.A.* 40:37A-50 related to the effective date of the adoption by the Authority of the Bond Resolution and hereby approves the February 25, 2014 meeting minutes of the Authority previously provided to each member of the Board for consideration in accordance with *N.J.S.A.* 40:37A-50.

Section 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

RESOLUTION GRANTING AN ACCESS EASEMENT TO PUBLIC SERVICE ELECTRIC AND GAS FOR ACCESS ACROSS A PART OF COUNTY OWNED PROPERTY KNOWN AS BLOCK 347.02, LOT 1, IN THE TOWNSHIP OF WEST DEPTFORD

WHEREAS, the County of Gloucester (hereinafter the "County") owns a parcel of real property along Mantua Grove-Thorofare Road in the Township of West Deptford, which is known as Block 347.02, Lot 1 on the Official Tax Map (hereinafter the "Property") and used principally by the Gloucester County Board of Elections; and

WHEREAS, the Public Service Electric & Gas Company (hereinafter "PSE&G") has undertaken the construction a new overhead transmission line as part of its Southern Reinforcement Project (hereinafter the "Project") and this easement across part of the above referenced property is essential for PSE&G to construct, install and maintain the equipment necessary to complete the project and for the routine provision of electrical service to the impacted residents of Gloucester County; and

WHEREAS, PSE&G shall tender Two Thousand Four Hundred (\$2,400.00) Dollars and Zero Cents to the County in exchange for the granting of this easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, be and are hereby authorized and directed to execute the access easement with PSEG attached hereto and any other documents consistent with the granting of this easement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 5, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

RECORD AND RETURN TO:
Corporate Properties
PSEG Services Corp.
80 Park Plaza, T6B
Newark, NJ 07102

Prepared by: David K. Richter, Esq.

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 2014 between THE COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (herein after called "Grantor") and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor owns certain real property situate in the Township of West Deptford, in County of Gloucester, in the State of New Jersey, commonly known as Block 347.02, Lot 1, (hereinafter the "Property"); and

WHEREAS, Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the construction, installation and maintenance of an electric transmission line (the "Facilities") at the Property, all in accordance with and for the purposes set forth in this Grant of Easement; and

NOW, THEREFORE, in consideration of these premises and the sum of Two Thousand Four Hundred (\$2,400.00) DOLLARS, lawful United States currency paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of constructing, installing and maintaining the Facilities at the Property, as well as for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using the Facilities and other fixtures, appurtenances and facilities which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the conduct of its business. Said easement is more particularly shown as a "Proposed easement area" over a portion of Lot 1 Block 347.02 containing 1,213 SQ. FT +/- or 0.028 Ac. +/- on a map entitled, "PROPOSED EASEMENT SURVEY FOR PSE&G CO., SOUTHERN REINFORCEMENT PROJECT, BLOCK 347.02 LOT 1" dated July 24, 2013 and attached hereto as Exhibit A, and is more particularly described in a metes and bounds description which is also attached hereto as Exhibit B.

Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient, use, maintenance or operation of said Facilities within the easement area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the easement area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, occupancy and enjoyment of same by Grantee. Grantor agrees, however, to comply with the requirements of the National Electrical Code and the National Electrical Safety Code, the Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Safety Act of 1968, and to the "Underground Facility Protection Act," as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected within the easement area. Grantor shall at all times provide access to Grantee.

Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the land or premises of Grantor shall be promptly repaired and restored as nearly as possible to its condition immediately prior to damage, at the sole cost and expense of Grantee.

Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all liens and encumbrances.

Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Claims") incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any negligent act, omission or willful misconduct of Grantee or by any employee, licensee, invitee or agent of Grantee. Notwithstanding anything herein to the contrary, Grantee shall have no obligation to indemnify, save harmless or reimburse Grantor for any Claims arising from the gross negligence or willful misconduct of Grantor or Grantor's agents or employees.

This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have signed these presents the day and year first above written.

COUNTY OF GLOUCESTER

WITNESS/ATTEST

By: _____

Name:
Title:

Robert M. Damminger, Director
Board of Chosen Freeholders

**PUBLIC SERVICE ELECTRIC
AND GAS COMPANY
By PSEG Services Corp., Agent**

WITNESS/ATTEST

By: _____

Name:
Title:

Richard A. Franklin
Manager – Corporate Properties

STATE OF _____)
: SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who, I am satisfied, is _____ of _____, named in and which executed the foregoing instrument for and on behalf of _____ as the voluntary act and deed of said _____. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within easement, as such consideration is defined in P.L. 1968, c. 49, Sec. 19(c), is \$2,400.

Notary

STATE OF NEW JERSEY)
: SS.
COUNTY OF ESSEX)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared RICHARD A. FRANKLIN, who, I am satisfied, is Manager – Corporate Properties of PSEG Services Corporation, Agent for PUBLIC SERVICE ELECTRIC AND GAS COMPANY, the corporation named in and which executed the foregoing instrument, and he thereupon acknowledged that the said instrument was made by the corporation and sealed with its corporate seal and was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Notary

EXHIBIT A

See attached plan entitled "PROPOSED EASEMENT SURVEY FOR PSE&G CO., SOUTHERN REINFORCEMENT PROJECT, BLOCK 347.02 LOT 1" by Barry S. Jones, P.L.S, P.P. of Fralinger Engineering, dated July 24, 2013



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J. Michael Fralinger, Sr. (1957-2009)
Charles M. Fralinger, PLS
Carl R. Gaskill, PE, PLS, PP & CME
Stephen J. Nardelli, PE, PP, CME & CPWM
Barry S. Jones, PLS & PP
Guy M. DeFabrites, PLS & PP
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Geographic Information Systems (GIS)
Planning/Zoning Board Representation

**EASEMENT DESCRIPTION
BLOCK 347.02, LOT 1
JULY 24, 2013
REVISED AUGUST 30, 2013
REVISED OCTOBER 31, 2013**

ALL that certain tract or parcel of land situate, lying, and being a portion of land of the County of Gloucester, as described in a deed filed in the Gloucester County Clerk's office in deed book 3605, page 83; also being known as Lot 1, Block 347.02 as shown on the Township of West Deptford Tax Assessment Map, situate in the Township of West Deptford, County of Gloucester, State of New Jersey and being more in particularly described as follows:

BEGINNING at a point for a corner in the curved westerly line of Mantua Grove – Thorofare Road (variable width); said point being an arc distance of 224.72 feet as measured along a curve with a radius of 1,010.00 feet (Chord = South 10° 13' 50" East, 224.25 feet) from a point where said westerly line is intersected by the dividing line between land of the County of Gloucester (deed book 3605, page 83; Block 347.02, Lot 1) and land of Conrail (Block 468, Lot 3); said beginning point having NJPCS NAD '83 (07) values of North 365,166.50 feet and East 297,490.56 feet; thence

(1) along said westerly line, along a curve to the right and southerly, having a radius of 1,010.00 feet, an arc distance of 16.02 feet (Chord = South 03° 24' 08" East, 16.02 feet); thence

(2) over and through said land of the County of Gloucester, South 89° 14' 25" West, 87.04 feet, to a point for a corner in the southeasterly line of the Public Service Electric and Gas Company Gloucester Mantua Creek transmission line easement (deed book 907, page 321); thence

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Phone: 856-935-0688 • Fax: 856-935-2608

(3) still over and through same and along said southeasterly line, North 53° 03' 55" East, 27.11 feet, to a point for a corner; thence

(4) still over and through same, North 89° 14' 25" East, 64.42 feet, to the Place of Beginning.

CONTAINING 1,213 square feet (0.028 acre) of land, to be the same, more or less.

BEING an easement over a part of Lot 1 of Block 347.02, as shown on the Township of West Deptford Tax Assessment Map.

THE HEREINABOVE description was prepared in accordance with a map titled "Proposed Easement Survey for Public Service Electric and Gas Company; Southern Reinforcement Project; Block 347.02, Lot 1" by Fralinger Engineering PA dated July 24, 2013, revised October 31, 2013.


Barry S. Jones
Professional Land Surveyor
New Jersey License No. 27524
Date: July 24, 2013
Revised: August 30, 2013
Revised: October 31, 2013
Comm. No.: 27076.16

BSJ/kmm

C2

RESOLUTION AUTHORIZING A CHANGE ORDER WITH MID-ATLANTIC SALT, LLC INCREASING THE CONTRACT AMOUNT BY \$200,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the supply and delivery of rock salt to be utilized by the Highway Division of the County's Department of Public Works for application to County roadways; and

WHEREAS, a contract was awarded by Resolution on September 18, 2013 to Mid-Atlantic, LLC (hereinafter "Mid-Atlantic"), with an office address of PO Box 135 Gladwyne, PA 19035 in the amount of \$1,000,000.00 from November 1, 2013 to October 31, 2014 (hereinafter the "Contract"); and

WHEREAS, Gloucester County has experienced an estimated 50 inches of snow accumulation and extremely low temperatures this winter resulting in the need for 12 de-icing events which has caused a depletion of salt inventory. This change order is necessary in anticipating the need for additional rock salt before the end of the wintery weather season; and

WHEREAS, Larry Haynes, Director of Public Works, has recommended a Change Order to increase the total amount of the Contract with Mid-Atlantic by \$200,000.00, resulting in a new total contract amount of \$1,200,000.00; and

WHEREAS, this Change Order shall be for estimated units of service, with a minimum amount of zero and a maximum amount of \$200,000.00. It does not obligate the County of Gloucester to make any purchase; and therefore, no Certificate of Availability of Funds is required at this time.

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

1. The hereinabove referenced Change Order to increase the County's Contract with Mid-Atlantic in the amount of \$200,000.00, resulting in a new total adjusted contract amount of \$1,200,000.00, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to said Change Order for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 5, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C2

CHANGE ORDER FORM

- 1. Name & Address of Vendor: *Mid-Atlantic Salt LLC
PO Box 135
Gladwyne Pa. 19035*
- 2. Description of project or contract: *rock salt for deicing operations*
- 3. Date of original contract: *September 18, 2013*
- 4. P.O. Number: *13-040*
- 5. Amount of original contract: *\$ 1,000,000.00*
- 6. Amount of previously authorized change orders. *\$ N/A*
- 7. Amount of this change order: *\$ 200,000.00*
- 8. New total amount of contract: *\$ 1,200,000.00*
- 9. Need or purpose of this change order: ***This winter season to date there have been 12 deicing events with an estimated 50 inches of snow accumulation, this along with extremely low temperatures caused a depletion of salt inventory and funds. All the funds for salt purchases have been utilized. Currently there is approximately 1,800 to tons of salt available and another 1,000 tons waiting for delivery, enough for a deicing event. Without additional salt funds to purchase more salt to treat the county roadways it will create a hazardous condition for the motoring public.***

This change order requested by: Larry Haynes on 2/25/2014
(Dept. Head- Pub. Works) (Date)

Acknowledged by: _____ on _____
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester
Attest:

Robert N. DiLella, Clerk

Robert M. Damminger, Director

TO ALL VENDORS: THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THE AUTHORIZING RESOLUTION IS ADOPTED BY THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS. THE AVAILABILITY OF FUNDS SHALL BE CERTIFIED IN WRITING BY THE COUNTY TREASURER PRIOR TO AUTHORIZING ANY ADDITIONAL EXPENDITURES PURSUANT TO N.J.A.C. 5:30-11.3(a)(11)

E1

RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES FOR THE DIVISION OF SOCIAL SERVICES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR CALENDAR YEAR 2014

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through the State Contract, without the need for public bidding; and

WHEREAS, the Gloucester County Division of Social Services has a need for postage and postage supplies necessary to conduct the business of County government; and

WHEREAS, the County has determined it advantageous to purchase the said postage and postage supplies from Pitney Bowes of 1305 Executive Blvd., Suite 200, Chesapeake, VA 23320, for an amount not to exceed \$125,000.00, through State Contract #A75237 for calendar year 2014; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of zero and a maximum contract amount of \$125,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to purchase postage and postage supplies for the Gloucester County Division of Social Services from Pitney Bowes for an amount not to exceed \$125,000.00 through State Contract #A75237 for calendar year 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 5, 2014 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F1

RESOLUTION AUTHORIZING THE SIGNING OF AN AGREEMENT OF SALE, AND ALL OTHER NECESSARY DOCUMENTS, FOR THE PURCHASE OF BLOCK 2206, LOTS 1, 2, 3, 3.01 & 4 IN THE BOROUGH OF CLAYTON, FOR \$161,250.00 AS OPEN SPACE UTILIZING OPEN SPACE PRESERVATION TRUST FUNDS

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 and the to purchase the land known as Block 2206, Lots 1, 2, 3, 3.01 & 4 in the Borough of Clayton, (hereinafter collectively the "Property") using Open Space Preservation Funds; and

WHEREAS, the Estate of Doris O'Donnell (hereinafter "O'Donnell"), who holds title to the Property, which is approximately 9 acres, and located in the Borough of Clayton, previously made application to the County seeking to have the County purchase same, and preserve it permanently as open space; and

WHEREAS, O'Donnell has indicated a willingness to execute a conditional Agreement of Sale to convey the Property to the County, so that it may be preserved as such; and

WHEREAS, the County would be providing funds in the amount of \$161,250.00 for the said purchase; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$161,250.00, pursuant to CAF# 14-01427, which amount shall be charged against County budget line item T-03-08-509-372-20548.

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between The County and the Estate of Doris O'Donnell in regard to the purchase of the Property 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, the Clerk of the Board, County Counsel and Assistant County Counsel, be, and the same hereby are, authorized to execute any and all other documents necessary to complete this transaction, including any documents required for closing;
3. The County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign all documents necessary to complete closing of this transaction.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A

Prepared By: Emmett Primas,
Assistant County Counsel,
County of Gloucester

AGREEMENT OF SALE FOR REAL ESTATE

**JEAN A. O'DONNELL, EXECUTRIX OF THE
ESTATE OF DORIS O'DONNELL, DECEASED**

(SELLER)

TO

COUNTY OF GLOUCESTER

(BUYER)

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

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

SELLER: Jean A. O'Donnell, Executrix of the Estate of Doris O'Donnell, deceased,
5 Kristen Lane
Mantua, NJ 08051,

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

BUYER: County of Gloucester, a body politic and corporate of the State of New Jersey,
2 South Broad Street
Woodbury, NJ 08096,

(hereinafter referred to as "Buyer").

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

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

Tax Map Reference: Block 2206, Lots 1, 2, 3, 3.01 & 4, Borough of Clayton

Street Address: Holly Road

Municipality: Borough of Clayton

County: Gloucester

State: New Jersey,

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

3. Payment. The Buyer agrees to pay Seller the purchase price of One Hundred Sixty One Thousand Two Hundred Fifty Dollars and Zero Cents (\$161,250.00) for the Property, as follows:

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

(a) Buyer, **County of Gloucester**, will pay One Hundred Sixty One Thousand Two Hundred Fifty Dollars and Zero Cents (\$161,250.00).

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

5. **Physical Condition of Property.**

A. **Risk of Damage.** The property is being sold in "as is" condition. The Seller agrees to deliver the Property at closing in its present condition, except for reasonable wear and tear.

B. **Environmental.** The Buyer shall obtain a Phase I environmental audit of the Property, and provide a copy of the report to Seller within ninety (90) days of the full execution of this Agreement. If such audit and report reveal environmental conditions that would cost more than \$10,000.00 to further investigate and/or remediate, and Seller is unwilling to pay such costs, Buyer may elect to terminate this Agreement, or proceed with a Phase II investigation with the understanding that Buyer may then terminate this Agreement within ninety (90) days after Buyer's receipt of the Phase II environmental audit of the Property, if the Phase II audit reveals contamination that would cost more than \$10,000.00 to remediate. Buyer may elect to take the Property "as is". In the event Buyer does terminate the Agreement under this article, Buyer shall deliver to Seller copies of all environmental reports and studies received by Buyer within thirty (30) days of termination of this Agreement.

C. **Inspections.** The Seller agrees to permit the Buyer's appraisers, engineers, inspectors, and surveyors ("Buyer's Representatives") to inspect the Property at any reasonable time before closing. Buyer shall indemnify, defend and hold Seller harmless for any liability, claims or damages of any kind suffered as a result of inspections by Buyer or Buyer's Representatives on the Property.

6. **Quality of Title.**

A. **Type of Deed.** Seller agrees to transfer title to the Property by a Bargain and Sale Deed. It is understood by the Seller that the lands being conveyed herein are being purchased with Green Acres restrictions, and the Buyer herein agrees to accept these lands with the Green Acres restrictions against disposal, or diversion to a use for other than recreation and conservation purposes. Seller shall also provide a customary Affidavit of Title.

B. **Quality and Insurability of Title.**

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

(2) Seller states to the best of Seller's knowledge, and without investigation, that there are no restrictions in any conveyance or plans or instruments of record which will prohibit the use of the Property for recreation and conservation purposes. Buyer shall be responsible to investigate and satisfy itself that there are no restrictions that would conflict with its intentions to use the Property for recreation and conservation purposes.

Buyer shall within ninety (90) days of the full execution of this Agreement, investigate if any restrictions so exist that would restrict Buyer from using the Property for recreation and conservation purposes; and if any such restrictions exist, to cancel this Agreement.

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

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

7. **Other Contingencies.** The Seller's obligation to perform its obligations, including but not limited to closing of title in accordance with this Agreement, is contingent upon the purchase price being sufficient to pay all of the Seller's obligations related to the Property, including but not limited to broker's commissions, Seller's portion of pro-rated taxes and assessments, and satisfaction of any outstanding claims or liens upon the Property.
8. **Closing.** The closing under this Agreement shall be held at a reputable title company of the Buyer's choosing within one hundred and fifty (150) days after Buyer's receipt of the Phase I environmental audit, unless a Phase II environmental audit is required, and ordered by the Buyer, as set forth herein. If a Phase II environmental audit is received, then closing shall be held within one hundred fifty (150) days of the Buyer's receipt of same. The parties agree to use best efforts to ensure that these dates will be met, or agree to a reasonable extension. Time is of the essence.
9. **Possession.** At closing, Buyer will be given possession of the Property. The Property shall be sold free of any leases, licenses, tenancies or other contracts or agreements providing rights of possession; and possession of the Property shall be delivered at closing free and clear of all tenancies and other occupancies.
10. **Broker's Commission.** Buyer represents that it did not engage any real estate broker or brokerage organization to represent its interests with respect to the within contemplated sale. Seller represents that it did not engage or authorize any real estate broker to display, show or offer the premises to the Buyer. The parties agree to save, hold harmless, indemnify and defend each other from and against any claims made by any real estate broker for commissions or for damages resulting from a failure to pay real estate commission, where such claim is based in whole or in part on facts which are contrary to the representation herein made by the party against whom such indemnification is sought. The provisions of this Section 10 shall survive closing, and delivery of the Deed.

11. Default.

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

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

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

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

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

If Buyer defaults, Seller may avail itself of all rights and remedies Seller may have at law or in equity, including, but not limited to, specific performance.

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

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

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

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

13. Miscellaneous Provisions.

- A. Notices.** All notices or cancellations given under this Agreement shall be in writing. They may be given by:
- (1) personal delivery to the other party, or to the attorney for the other party, or
 - (2) certified mail, return receipt requested; or delivery by a nationally recognized express delivery service, addressed to the other party at the address written at the beginning of this Agreement, or to the attorney for the other party. Notices given by certified mail, or express delivery, shall be effective when mailed.

- B. Assignment.** The Buyer may not transfer the Buyer's rights under this Agreement to another without the written consent of the Seller. The Seller shall not unreasonably withhold this consent, provided assignee is financially responsible.
- C. Recording of Agreement.** This Agreement shall not be recorded.
- D. Complete Agreement.** This Agreement is the entire agreement between the parties. This Agreement replaces and cancels any previous agreements or negotiations between the parties. This Agreement can only be changed by an agreement in writing signed by all parties. Seller has not made any other agreement to sell the Property to anyone else.
- E. Headings.** The headings of the sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents of this Agreement.
- F. Parties Liable.** This Agreement shall be binding upon all parties who sign it, and all who succeed to their rights and responsibilities.
- G. Merger.** At closing, all of the promises and obligations contained in this Agreement shall be merged into and replaced by the settlement papers and the transfer of title. The only exception to this shall be material violations, material misrepresentations, material concealments, material undisclosed violations of this Agreement, or except as provided in this Agreement.
- H. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.
- I. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

THIS AGREEMENT is signed, sealed and agreed to by the undersigned on this _____ day of _____, 2014.

Witnessed or Attested By:

(SELLER)

**Jean A. O'Donnell, Executrix
of the Estate of Doris O'Donnell, deceased**

BY: _____
Jean A. O'Donnell, Executrix

(BUYER)

Witnessed or Attested By:

COUNTY OF GLOUCESTER

Robert N. DiLella, Clerk

BY: _____
Robert M. Damminger, Freeholder Director



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

GREEN ACRES PROGRAM
MAIL CODE 501-01
P.O. BOX 420
TRENTON, NEW JERSEY 08625-0420
TEL: 609-984-0500 FAX: 609-984-0608

BOB MARTIN
Commissioner

December 18, 2013

Mr. Ken Atkinson, Director
Gloucester County Office of Land Preservation
Office of Government Services
1200 N. Delsea Drive
Building "A"
Clayton, N.J. 08312

Subject: Notice of Certified Market Value
Gloucester County Open Space Plan
O'Donnell Property
0800-97-108-65
Block 2206, Lots 1, 2, 3, 3.01, and 4
Clayton Boro, Gloucester County

Dear Mr. Atkinson:

Enclosed is the Certification of Market Value (CMV) for the O'Donnell property, Block 2206, Lots 1, 2, 3, 3.01 and 4 in Clayton Boro, Gloucester County. The Certified Market Value has been established at \$161,250.00.

Please keep in mind that any land value negotiations, real estate transactions and closings are the sole responsibility of Gloucester County. Subject to final adjustments based on accurate surveys and other information which could affect land value, Green Acres will base its participation on the CMV. As always, under no circumstances will the Green Acres disbursement exceed the amount actually paid for the property.

Our rules and regulations allow for supplemental funding to be approved, if funds are available, to help reduce the impact of condemnation awards.

As a reminder, the following documents must be submitted to Green Acres to request payment:

1. **Preliminary Assessment Report** prepared in accordance with the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-3.1). Please direct your consultant to the following website: <http://www.nj.gov/dep/greenacres/prelim.html>. Findings of known or suspected contamination may affect value, or our ability to approve the project, and the Assessment should be submitted to Green Acres prior to commencing negotiations with the landowner.
2. **Recorded deed**, or, to receive funds in time for closing, a **draft copy of the deed** and the **purchase contract** indicating the date, time and place of closing. Refer to the "Green Acres Local Unit and Nonprofit Guide: Deed Checklist" for specific requirements. Please note that the Green

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

A

Certificate of Availability of Funds

TREASURER'S NO. 14-01427

DATE February 18, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$161,250.00 COUNTY COUNSEL Emmett Primas, Esq.

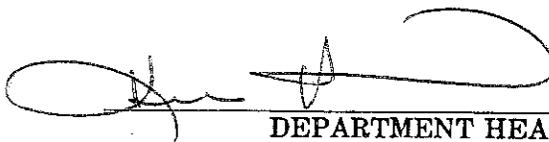
DESCRIPTION:

Resolution authorizing the signing of an Agreement of Sale, and all other necessary Documents for the purchase of Block 2206, Lots 1, 2, 3, 3.01 & 4 in the Borough of Clayton for \$161,250.00 for Open Space Preservation Program.

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098



DEPARTMENT HEAD APPROVAL

APPROVED



PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 2-21-14

3/5/14 Meeting

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF ROBERT M. BROWN AND MAXINE L. BROWN, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 1306, LOT 2.09, AND IN THE TOWNSHIP OF MANTUA, KNOWN AS BLOCK 4, LOT 19, CONSISTING OF APPROXIMATELY 37.418 ACRES, FOR THE AMOUNT OF \$402,243.50

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Robert M. Brown and Maxine L. Brown**, having presented themselves as the owners of the land and premises located in the **Township of East Greenwich (hereinafter "East Greenwich")**, and known as **Block 1306, Lot 2.09**, on the Official Tax Map of the **East Greenwich**, and in the **Township of Mantua (hereinafter "Mantua")**, and known as **Block 4, Lot 19**, on the Official Tax Map of the **Mantua (hereinafter collectively the "Property")**, which consists of approximately 37.418 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Robert M. Brown and Maxine L. Brown**, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$402,243.50**, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$402,243.50**, pursuant to CAF# 14-01428, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Robert M. Brown and Maxine L. Brown**, known as **Block 1306, Lot 2.09**, in the Township of East Greenwich, and **Block 4, Lot 19**, in the Township of Mantua, County of Gloucester, State of New Jersey for the amount of **\$402,243.50**;

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Robert M. Brown and Maxine L. Brown**, in regard to the County's purchase of development easements in the farm premises known as **Block 1306, Lot 2.09**, in the Township of East Greenwich, and **Block 4, Lot 19**, in the Township of Mantua, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same

by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed;

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction;

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 5, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F2

CONTRACT TO SELL DEVELOPMENT EASEMENT

ROBERT M. BROWN and MAXINE L. BROWN, husband and wife,

TO

THE COUNTY OF GLOUCESTER

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WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BY: _____
ROBERT M. BROWN

Social Security Number

BY: _____
MAXINE L. BROWN

Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____
ROBERT M. BROWN

_____ Date

BY: _____
MAXINE L. BROWN

_____ Date

Revised Rept F2
Post meeting
(Corrected certified
base)

**Certification Report
November 14, 2013
County PIG Program**

County: Gloucester Municipality: Mantua Twp.
Owner: Robert & Maxine Brown
Farm: Brown Farm SADC ID# 08-0164-PG

County Municipality Block Lot County Municipality Block Lot
Gloucester East Greenwich Twp 1306 2.09 Gloucester Mantua Twp. 4 19

Acreage in AOC: 38

Residential Opportunities/Exceptions:

0 RDSO - _____

1 Existing Dwellings

0 Severable Exceptions - _____ Acres

0 Non Severable Exceptions - _____ Acres

**Value Conclusions - Current Zoning and Environmental regulations
Per Acre**

Appraiser	Date	Before	After	Easement
Steven Bartelt	5/1/13	\$16,500	\$5,000	\$11,500
Robert Frankenfield	3/1/13	\$15,000	\$5,000	\$10,000
Bob Cooper	5/1/12	\$15,750	\$5,000	\$10,750

Total Value

Appraiser	Date	Before	After	Easement
Steven Bartelt	5/1/13	\$627,000	\$190,000	\$437,000
Robert Frankenfield	3/1/13	\$570,000	\$190,000	\$380,000
Bob Cooper	5/1/13	\$598,500	\$190,000	\$408,500

SADC
certified
value

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

F2

Certificate of Availability of Funds

TREASURER'S NO. 14-01428 DATE February 18, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$402,243.50 COUNTY COUNSEL Emmett Primas, Esq.

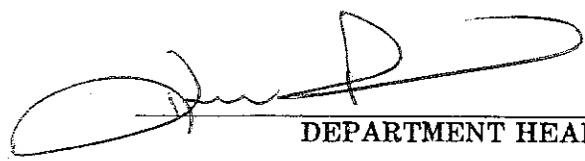
DESCRIPTION:

Resolution to acquire a development easement on the farm property of Robert M. Brown and Maxine L. Brown, located in the Township of East Greenwich, known as Block 1306, Lot 2.09 and in the Township of Mantua known as Block 4, Lot 19 consisting of approximately 37.418 acres with a certified value of \$10,750.00 per acre for a total amount of \$402,243.50.

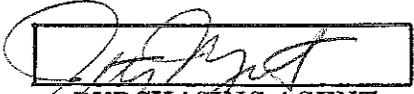
VENDOR: Presidential Title Agency, Inc.

ADDRESS: PO Box 1367, 1546 Blackwood-Clementon Rd.

Blackwood, NJ 08012



DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 2-21-14

3/5/14
Meeting

G

RESOLUTION AWARDING A CONTRACT TO PROKURE SOLUTIONS, LLC FOR THE PROVISION OF VARIOUS CLEANING SOLUTIONS TO THE COUNTY IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR FROM MARCH 5, 2014 TO MARCH 4, 2016

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the furnishing of various cleaning solutions for the County as per specifications set forth in PD-014-004; and

WHEREAS, bids were publicly received and opened on January 28, 2014; and

WHEREAS, after following proper public bidding procedure, it was determined that Prokure Solutions, LLC with offices at 650 North Cannon Avenue, Lansdale, PA 19446, was the lowest responsive and responsible bidder to provide said services, for an amount not to exceed \$20,000.00 per year from March 5, 2014 to March 4, 2016, with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as set forth in the bid specifications; and

WHEREAS, the contract shall be for estimated units of service and is 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 as follows:

1. That a contract is hereby award to Prokure Solutions, LLC for the supply of various cleaning solutions in an amount not to exceed \$20,000.00 per year from March 5, 2014 to March 4, 2016, with the County having the option to extend for one (1) two-year term, or two (2) one-year terms as set forth in the bid specifications PD-014-004;
2. That the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of, the Contract attached hereto between the County and Prokure Solutions, LLC for the provision of cleaning solutions in accordance with PD-014-004; 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 March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PROKURE SOLUTIONS, LLC**

THIS CONTRACT is made effective the **5th** day of **March, 2014** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PROKURE SOLUTIONS, LLC**, with offices at 650 North Cannon Avenue, Lansdale, PA 19446 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the furnishing of various cleaning solutions for the county as per specifications set forth in PD-014-004; 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 two (2) years from March 5, 2014 to March 4, 2016, with the County having the option to extend the contract for one (1) two-year term or two (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 014-004**, for the supply of various cleaning solutions in an amount not to exceed \$20,000.00 per year 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-014-004**, which shall be 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-014-004**, 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 014-004*, 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 **5th** day of **March, 2014**.

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. DILELLA,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

PROKURE SOLUTIONS, LLC

BY: _____

Please Print Name

G1

<p>PD 014-004 Bid Opening 1/28/14 10:00am</p>	
<p>SPECIFICATIONS AND FORM OF PROPOSAL FOR THE SUPPLY AND DELIVERY OF PROKURE CLEANING SOLUTIONS (OR APPROVED EQUAL) FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY SYSTEM AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>	
<p>Vendor: PROKURE SOLUTIONS 5013 E. Washington St. #100 Phoenix, AZ 85034 William Bezar CSO 480 227-3913 866 620-3677 Fax</p>	
<u>ITEM</u>	<u>DESCRIPTION</u>
1	Protex Solutions - Verakure Cleaner 25-50 Gram Packets Per Box
	Price Per \$24.50 *
2	Protex Solutions - Prokure Cleaner 25-50 Gram Packets Per Box
	Price Per \$19.95 **
3	Protex Solutions - Autokure Cleaner 12-25 Gram Packets Per Case
	Price Per \$19.95
4	Protex Solutions - Armokure Cleaner 12-25 Gram Packets Per Case
	Price Per \$19.95
5	Protex Solutions - Roomkure Cleaner 12-50 Gram Packets Per Case
	Price Per \$19.95
	DELIVERY DAYS
	10 Calendar Days
	Variations: (if any)
	1 to 5 All Names Changed from Protex Solutions to ProKure Solutions
	* 70 Gram Packets
	** 12 - 7.5 Gram Packets
1	ProKure "Y" 70 gram package Large Volume
	Price Per Case of 25 \$612.50
2	ProKure "Y" 7.5 gram package Small Volume
	Price Per Case of 12 \$239.40
3	ProKure "G" 25 gram / Fast Release - Gas
	Price Per Case of 12 \$239.40
4	ProKure "G" 10 gram Deoderizer - Gas
	Price Per Case of 12 \$239.40
5	ProKure "G" 25 gram / Fast Release Deoderizer- Gas
	Price Per Case of 12 \$239.40

	<p><i>Will you extend your prices to local government entities within the County</i></p>	<p>YES</p>
	<p><i>This is a two year contract with an option to extend the term for one (1) 2 year extension or two (2) one year extensions.</i></p>	
	<p><i>Bid specifications sent to:</i></p>	<p><i>Prime Vendor W.B. Mason NCM Oder Control Ipax Cleangel Inc.</i></p>
	<p><i>Based upon the bids received, I recommend ProKure Solutions be awarded the contract, as the lowest responsive, responsible bidder.</i></p>	<p><i>Sincerely, Robert J. McErlane Purchasing</i></p>

SIGNATURE PAGE

SIGNED: W. Deza

COMPANY: ProKare Solutions

NAME: W.M. BOZOV
(PRINTED OR TYPED)

ADDRESS: 5013 E. Washington St ste 110
Phoenix Az

TITLE: CSO

TELE #: 480-227-3913

DATE: 01/24/2014

FAX #: 866-620-3677

Eastern H.Q.
ProKare Solutions
650 N. Cannon Ave
Lansdale PA 19446

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 10:00 AM, 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 collection services 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.

BID:	PRICE
① <i>Prokure Solutions</i> 70 PROTEX SOLUTIONS - VERAKURE CLEANER 25-50 GRAM PACKETS PER BOX	PER BOX \$ <u>24.50/ea</u>
② PROTEX SOLUTIONS - PROKURE CLEANER ^{12 7.5 gm} 25-50 GRAM PACKETS PER BOX	PER BOX \$ <u>19.95/ea</u>
③ PROTEX SOLUTIONS - AUTOKURE CLEANER 12-25 GRAM PACKETS PER CASE	PER CASE \$ <u>19.95/ea</u>
④ PROTEX SOLUTIONS - ARMOKURE CLEANER 12-25 GRAM PACKETS PER CASE	PER CASE \$ _____
⑤ PROTEX SOLUTIONS - ROOMKURE CLEANER 12-25 GRAM PACKETS PER CASE	PER CASE \$ _____

Delivery days: 10 calendar days.

Do you have any exceptions to these specifications?

yes no See below

Variations	Number	Name	Size	Price
Item 1	1	Prokure "V"	70 gm pkgs Large Volume	\$ 612.50 Per Case of 25
2	2	Prokure "V"	7.5 gm Small Volume	\$ 239.40 n n 12
3	3	Prokure "G"	25 gm Fast Release - GAS	\$ 239.40 n n 12
4	4	Prokure "G"	10 gm Deodorizer - GAS	\$ 239.40 n n 12
5	5	Prokure "G"	25 gm Fast Release Deodorizer - GAS	239.40 n n 12

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**RESOLUTION AUTHORIZING PURCHASE AND DELIVERY OF
AMMUNITION FROM EAGLE POINT GUN/TJ MORRIS & SON
THROUGH STATE CONTRACT #A81296 IN AN AMOUNT NOT TO
EXCEED \$150,000.00, FROM MARCH 1, 2014 TO FEBRUARY 28, 2015**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the Gloucester County Prosecutor's Office, the Sheriff's Department and the Department of Correctional Services has a need for the purchase and delivery of ammunition necessary for qualification and duty use; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office can purchase said ammunition from Eagle Point Gun/TJ Morris & Son, with an address of 1707 Third Street, Thorofare, NJ, through State Contract #A81296, in the total amount of \$150,000.00 from January 1, 2014 to December 31, 2014; and

WHEREAS, the contract shall be for estimated units of service and is 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 State Contract #A81296 is hereby authorized for the purchase and delivery of ammunition from Eagle Point Gun/TJ Morris & Son, through State Contract #A81296, in an amount not to exceed \$150,000.00 from January 1, 2014 to December 31, 2014.

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 and State of New Jersey held on March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

DEPOSIT RESOLUTION PROVIDING FOR THE TRANSFER OF PHYSICAL CUSTODY, BUT NOT LEGAL CUSTODY OF CERTAIN PUBLIC RECORDS TO THE GLOUCESTER COUNTY HISTORICAL SOCIETY

WHEREAS, the Gloucester County Historical Society is a nonprofit corporation in the State of New Jersey, having its principal office at 17 Hunter Street situate in the City of Woodbury; and

WHEREAS, said institution was established for the purpose of perpetuating knowledge of, and encouraging public interest in, the history of the County of Gloucester, and to acquire and preserve materials and information relevant to the social, economic and political history of the County of Gloucester; and

WHEREAS, it has been recommended to the Gloucester County Board of Chosen Freeholders that it would be to the mutual advantage of both the County of Gloucester and the Gloucester County Historical Society to enter into a deposit agreement providing for the transfer of physical custody, but not legal custody, of certain historical public records to the Gloucester County Historical Society, to be kept and maintained by the Society; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has considered said recommendation and is of the opinion that such transfer of said public records, reserving to the County of Gloucester the right to recall said public records, would be beneficial to the residents of the County of Gloucester and other persons interested in the history of County of Gloucester; and

WHEREAS, N.J.A.C. 15:3-6.1(d) *Storage of records by public agencies* and N.J.A.C. 15:3-6.3(e)(3) *Designation of records storage facilities*, provides that historically significant public records may be deposited in another institution with the approval of the Division of Archives and Records Management, Department of State; and

WHEREAS, it appears that the Gloucester County Historical Society is able to provide sufficient storage space, environmental controls, and security for the preservation of said public records in its facilities, and is able to permit public access to said records during its regular business hours; and

WHEREAS, the Gloucester County Historical Society has requested physical custody of said public records, and desires to enter into a deposit agreement with the County of Gloucester stating the terms and conditions of the transfer of custody.

NOW THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that the physical custody, but not legal custody of the historical public records listed in Exhibit 1 of the proposed deposit agreement as attached, and/or any future additions or corrections made to this list under the terms of the said deposit agreement, shall be transferred to the Gloucester County Historical Society; and that the said records shall be maintained and made publicly accessible by said institution in its facilities for a period of 3 years; and that the deposit agreement containing the specific terms and conditions of this transfer be executed by authorized officials of both the County of Gloucester and the Gloucester County Historical Society and made part of the official minutes of the governing body of the County of Gloucester.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 5, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

GB

Deposit Agreement
between
County of Gloucester
and
Gloucester County Historical Society

March 5, 2014

DEPOSIT AGREEMENT

Agreement made and entered into this _____ day of _____, 2014 and between the County of Gloucester hereinafter referred to as "Owner", the Gloucester County Historical Society hereinafter called "Depository," and the New Jersey State Archives.

Witnesseth:

Owner has in its possession valuable public records pertaining to the history of the County of Gloucester, which it desires to save for the benefit of future generations. Depository is willing to serve as temporary physical custodian for said public records, hereinafter referred to as the "Records," so that they can be used for historical research purposes. Owner and Depository have declared their intention to execute a Depository Agreement for certain public records. A preliminary list of the Records placed in the temporary physical custody of the Depository, including the names and inclusive dates of the record series, is attached to this agreement as Exhibit 1. The approximate volume of each record series measured in cubic feet, bound volumes, or (if less than 0.25 cubic feet) the number of items, will be added to the list within one year after the date of this agreement. This specific agreement pertains only to the county Records housed at the Depository. New Jersey State Archives, New Jersey's statutory and regulatory authority for the disposition of public records, is a party to, and must approve of such Depository Agreements and receive a copy of any revisions to Exhibit 1.

Section I

In accordance with N.J.A.C. 15:3-6.1(d) **Storage of records by public agencies** and N.J.A.C. 15:3-6.3(e)(3) **Designation of records storage facilities** and subject to the conditions and terms hereinafter set forth, Owner will transfer to the temporary physical custody of Depository the record series listed in Exhibit 1 attached to this agreement. Legal ownership of the Records will remain with Owner. The conditions and terms hereinafter set forth shall apply to all Records transferred to Depository, whether such documents are originals or copies (the originals of which remain in Owner's possession).

Section II

Depository shall accept said Records when presented, store them, and preserve them under the same conditions and precautions accorded to its other valuable manuscripts. Owner shall provide copies of preliminary as well as subsequent listings to Depository's designated official(s) as identified in Section VIII.

Section III

The deposit is for a period of 3 years, at end of which period, either Owner or Depository shall have the privilege upon six (6) months' written notice of discontinuing the deposit arrangement. In this event, all materials shall be returned to Owner at Owner's expense.

Alternatively, at the end of the initial period of deposit, Owner and Depository may renew this agreement for an additional period of 5 years.

Section IV

Owner reserves the right at any time during the term of this deposit, to recall any or all of its records, if needed (a) for use in the business of Owner, or (b) for litigation in which Owner is engaged or preparing to engage, or (c) to enable Owner to comply with a state or federal law, regulation, or court order. In such cases, Depository shall comply with such recall requests no later than two (2) working days after receipt of such notice. Records may be recalled from Depository only by Owner's authorized official, as named in Section VIII. The Depository shall prepare the Records requested by Owner for shipment in suitable containers and send them to any location designated by Owner. Any expenses incurred by Depository in fulfilling this provision shall be reimbursed by Owner. If necessary and if required by Depository, Owner will advance the funds required to transport the Records.

Section V

Owner reserves the right for its authorized official, as named in Section VIII, to inspect the Records during regular business hours without advance notice to Depository in order to determine if proper care is being taken.

Section VI

Acknowledging that the purpose of this agreement is to facilitate use of the Records for historical research purposes, Owner and Depository agree that Records will be made accessible to Owner's officials and employees, and to the general public for examination, use, and reproduction (at the expense of the person or agency requesting such reproduction) during Depository's normal business hours, in accordance with the New Jersey Right to Know Law and the Open Public Records Act (N.J.S.A. 47:1A-1 et seq.).

Section VII

The Records will be sorted and preserved by Depository without charge to Owner. However, ultimate retention and preservation of the Records remains, under statute, the legal responsibility of the Owner. The Depository acknowledges that the Records are public documents under statute, which cannot be destroyed, deaccessioned, transferred to another repository, or otherwise disposed of without express written permission of the Owner and New Jersey State Archives.

Section VIII

All notices to Owner shall be addressed to:

Robert M. Damming, Freeholder Director
County of Gloucester

2 South Broad Street, Woodbury, NJ 08096

or to such other person as Owner shall from time to time designate.

All notices to Depository shall be addressed to:

Barbara L. Turner, President
Gloucester County Historical Society
17 Hunter Street, Woodbury, NJ 08096

or to such other person as Depository shall from time to time designate.

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section IX

If Depository shall default in the due observance or performance of any covenant, agreement or obligation of Depository contained in this agreement, Owner may, if it so elects, terminate this agreement by giving written notice to that effect to Depository and in such event the records will be returned to Owner within thirty (30) days after the date of delivery of such notice to Depository.

Section X

If Depository, at any time during the term of this agreement, finds that it is unable to observe or perform the covenants, agreements, or obligations herein contained, then it shall, upon six (6) months' written notice, return the records to Owner.

ATTEST:

COUNTY OF GLOUCESTER

Robert N. DiLella, Clerk

Robert M. Damminger, Director

ATTEST:

**GLOUCESTER COUNTY
HISTORICAL SOCIETY**

Barbara L. Turner, President

Approved:

Bureau Chief, NJSA, or designated representative

Date

Exhibit 1

Records Transferred by Owner to Depository

The attached sheets constitute a preliminary list of all Records placed on deposit by Owner at Depository in accordance with the terms of the agreement to which this exhibit is attached.

This exhibit shall be revised and updated under the signature of the Owner's authorized official whenever items are added to or removed from the deposit. A copy of any revision to this Exhibit shall be filed with the Director, New Jersey State Archives, 225 West State Street, P.O. Box 307, Trenton, NJ 08625-0307.

Robert M. Damminger, Freeholder Director

Date

Approximately 100,000 county documents including but not limited to:

All handwritten Deed Books 1784 – 1878
Ancient Deeds 1884
Mortgage Books A-Z 1755 – 1855
290 Justice of the Peace Books
Roads Commissioners' Reports 1819 – 1913*
Road Petitions 1814 – 1902
Roads Records 1852 – 1900*
Roads Surveys 1801 – 1832, 1833 – 1920
Sale Order 1921 – 1923
Search - Property 1861, 1875, 1878
Statements 1838 – 1923
Special Bail 1804, 1809, 1815, 1869, 1875
Subpoenas 1805 – 1829, 1836 – 1905*
Transcripts 1821 – 1914*
Writs of Inquiry 1801 – 1883
Township Records 1829 – 1851
Supreme Court Records 1805 – 1899
Surveyors Appointments & Records 1897 – 98
Motor Vehicles 1916 – 1920
Narratives 1801 – 1881*
Railroads 1832 – 1912
Receipts 1804
Physicians Records 1830 – 1905
Pleas 1801 – 1904
Promissory Notes 1 1820 – 1916
Summons 1829 – 1916
Judgments on Bonds 1801 – 1877
Land Committee Reports 1801 – 1912*
Petitions 1812 – 1923*
Orders of Publication 1864, 1867
Pardons 1888, 1903
Oaths of Affirmation 1834 – 1899*
Pension Records 1895
Power of Attorney 1880 – 90, 1907
Domestic Relations 1944 – 1947
Cancellation of Mortgage Indexes 1908 – 1956
Oaths of Office 1908
Judgment Docket Supreme Court Book A circa 1848
Judgments Docketed A Pleas circa 1849
Canvasser Election Reports 1924 – 1992
Docket Book Volume 275 1897 – 1899
Minute Books of Common Pleas Number 16 1820 – 1821
Minute Books of Common Pleas Number 19 1825 – 1827
Minute Books of Common Pleas Number 20 1827 – 1828

Minute Books of Common Pleas Number 21 1829 – 1930
Minute Books of Common Pleas Number 22 1831 – 1832
Minute Books of Common Pleas Number 23 1833 – 1834
Minute Books of Common Pleas Number 24 1834 – 1836
Minute Books of Common Pleas Number 25 1836 – 1838
Minute Books of Common Pleas Number 26 1838 – 1841
Minute Books of Common Pleas Number 27 1841 – 1846
Minute Books of Common Pleas Number 28 1846 – 1857
Minute Books of Common Pleas Number 29 1857 – 1872
Minute Books of Common Pleas Number 31 1891 – 1903
Bonds – Warrants 1801 – 1899
Affidavits 1803 – 1927
Agreements 1802 – 1921
Appeals 1809 – 1889
Claims 1824 –
Collectors Reports 1880 –
Appointments – Officers 1904 – 1916
Assessments of damages circuit crt. 1854 – 1873
Assignments of Trust (Misc Book) 1845 – 1925
Convictions 1866 – 1924
Tax Receipts 1868 – 1927
Tavern Licenses 1874 – 1919
Tax Records 1979 – 1916
Miscellaneous Records 1826 – 1889
Power Attorney 1817
Naturalization Index 1926 – May 22, 1958
3 – Minute Books – Circuit Court 1798 – 1857
2 – Minute Books – Oyer and Terminer
3 – Minute Books – Quarter Sessions 1821 – 1875
9 – Minute Books – Quarter Sessions – Common Pleas – 1793 – 1825
Receipts 1854 – 1928
Releases 1870 – 1905
Resolutions 1880
Tax Receipts 1917 – 1927
Taxes 1879 – 1916
Tavern Licenses 1917 – 1919
Tax Receipts 1864 – 1904
Tax Receipts 1905 – 1916
Land Confirmations 1873 – 1899
Liens & Leases
Misc. 1810 – 1920
Master Reports 1850
Mortgages 1882 – 1927
Tavern Licenses 1865 – 1916
Tax Receipts 1868 – 1904
Executions Books H, K, F, G, J, D 1790 – 1875

Executions in Debt Books B, C, D, E 1821 – 1881
Special Executions in Debt Book A 1849 – 1875
Execution in Debt Books 1, 2, 3 1876 – 1957
Executions on Docketed Judgments Books 1 – 7 1884 –
Special Executions Book 1 1876 – 1921
Execution Docket of Appeals Book 1 1825 – 1866
Minutes Supreme Court Book 1 1873 – 1918
Minutes Supreme Court Book 3
Municipal Officers Bonds Book 1
Special Executions Book 2
Executions in Case Book 2
Executions in Case Book C
Mortgage Judgments
Superior Court Central Equity Matrimonial Vol. 1 – 9
Superior Court Chancery Division Central Equity Vol. 5 – 7
Sealing Docket 15 Books 1746 – 1858
Sealing Docket Circuit Court 1838 – 1852
Judgments on Bonds Circuit Court Common Pleas Book 10 – 1884
Judgments Attachments Replevin on Appeal Book 3 1846 – 1938
Accusations of Larceny
Alms House Records
Assessments
Auditors Reports
Bail Bonds
Civil War Records
Court Costs
Coroners Reports
Court Transcripts
Revolutionary War Records
Jury Lists
Marriage Reports 1783 – 1880
Survey Records
Naturalization Proceedings 1808
Election Records & Returns 1888 – 1924
Canvasser Election Reports 1924 - 1992
Peddlers Licenses
Mothers Pensions
Petitions, Common Pleas Court 1933-1941
Petitions, Juvenile 1938
Firemen's Association Ledger/Minute Books 1914-1993
General Index of Deeds, Books 1 and 2
1885 Time Capsule Artifacts:
The Temperance Gazette –newspaper
The Constitution, vol. L11 no. 18 – newspaper
The Times – newspaper
Weekly Item – newspaper

The Constitution, vol. L1 no.52 – newspaper
Public Ledger – newspaper
Supplement – newspaper
The Williamstown News – newspaper
The Constitution, vol. 6 no. 12
“...Enterprise” – newspaper
The Constitution, vol. L1 no. 8- newspaper
“...Democrat” – newspaper
“The Swede...” – newspaper
Loose papers
Document with coin
“First National Bank of Woodbury” letterhead
“...Your Weekly Witness”- newspaper
The Pioneer – newspaper
The Jersey Knight – newspaper
Green’s Diary Almanac -1, Pamphlet
Green’s Diary Almanac -2, Pamphlet
The Industries of New Jersey, Part 2 – pamphlet
Title unknown, pamphlet
Unknown book
“The Pioneer Prohibition Fund (A)” – page
“Temperance (B)” – newspaper
Loose Papers
“Journal of the Proceedings of Legislative Council of NJ” –pamphlet
“Improved Order of Red Men” document with tomahawk
Business Cards – written and printed

* Record series may be incomplete and/or inclusive dates may include gaps.

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RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO WILLIAM R. CAREY & CO., INC. FOR INDIVIDUAL AND AGGREGATE EXCESS LOSS MEDICAL COVERAGE FOR THE GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONAL SERVICES IN THE AMOUNT OF \$179,000.00 FROM MARCH 1, 2014 TO FEBRUARY 28, 2015

WHEREAS, the award of a contract by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for individual and aggregate excess loss medical coverage for the Gloucester County Department of Correctional Services was made by the County on March 1, 2014 to William R. Carey & Co., Inc. (hereinafter "Carey"); and

WHEREAS, the said contract was exempt from public bidding, as it was required for excess loss medical coverage, as set forth in N.J.S.A. 40A:11-6, as certified by Eugene J. Caldwell, III, Warden; and

WHEREAS, the Warden, Eugene J. Caldwell, III, notified Peter Mercanti, the County Purchasing Agent, of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the emergency provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to secure necessary individual and aggregate excess loss medical insurance coverage for the Gloucester County Department of Correctional Services, and contracted with William R. Carey & Co., Inc. with an office address of 45 Whitney Road, Suite B15, Mahwah, NJ 07430, for the provision of said services for a total contract amount of \$179,000.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$179,000.00, pursuant to C.A.F. #14-01554, which amount shall be charged against budget line item 4-01-23-210-001-20299.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to William R. Carey & Co., Inc. for the Project, pursuant to and in accordance with the Emergency Provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of, the Contract attached hereto between the County and William R. Carey & Co., Inc. for the provision of individual and aggregate excess loss medical coverage for the Gloucester County Department of Correctional Services in the amount of \$179,000.00 as per prices submitted in vendor's quote, and subject to all conditions and requirements of RFP #14-011 for the Project issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 5, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
WILLIAM R. CAREY, CO., INC.

THIS CONTRACT is made effective the **1st** day of **March, 2014**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **WILLIAM R. CAREY CO., INC.** of 45 Whitney Road, Suite B15, Mahwah, NJ 07430, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for emergency services as defined in the Local Public Contracts Law in N.J.S.A. 40A:11-6, with regard to emergency provision of individual and aggregate excess loss medical coverage for the Gloucester County Department of Correctional Services; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period from March 1, 2014 to February 28, 2015.
2. **COMPENSATION.** Contractor shall be paid a total contract amount of \$179,000.00.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Contractor's proposal submitted in accordance with **RFP #014-011** which shall be incorporated and made part of this contract, together with any other specifications issued by the County in connection with this contract.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposal, 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, 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. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

9. **INDEMNIFICATION.** The Contractor 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 Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

12. **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.

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

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this

Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

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

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

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

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

23. **CONTRACT PARTS.** Attached hereto and incorporated herein may be various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the date and year herein above written.

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

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

WILLIAM R. CAREY, CO., INC.

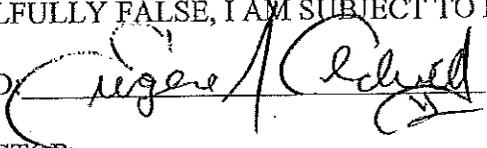
**By: MICHAEL J. CAREY
Title: President**

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COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: Department of Correctional Services
2. THIS EMERGENCY OCCURRED ON: March 1, 2014
3. THE NATURE OF THE EMERGENCY IS: **Potential lapse in individual and aggregate excess loss medical insurance coverage for the Department.**
4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE. **The County must maintain medical insurance coverage on behalf of the Department of Correctional Services. In order to avoid lapse in coverage, the County must enter into a contract by March 1, 2014 in order to be bound with effective coverage for individual and aggregate excess loss medical insurance.**
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION #. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS: \$179,000.00
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD:  Date: 02-28-14

PURCHASING DIRECTOR: _____ Date: _____

APPROVED BY COUNTY ADMINISTRATOR: _____

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-014-011 - Excess Loss Coverage for Inmates – William R. Carey & Co

<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 documentation 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> Small firm with only four (4) employees. Firm has Twenty-eight (28) years experience in the field. <u>25</u> points</p>	<p style="text-align: center;">22</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Presently our current provider for these services. Vendor has listed other similar experience, with Four (4) Counties in New Jersey. <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> Plan is realistic and covers all aspects of the RFP <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal Cost submitted is (\$179,000.00) for the year which equates to 1.25 per inmate. The deductible was raised from 110,000 to 150,000. <u>20</u> points</p>	<p style="text-align: center;">15</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">88</p>

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

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Certificate of Availability of Funds

TREASURER'S NO. 14-01554

DATE 2/25/14

BUDGET NUMBER - CURRENT YR 4-01-23-210-001-20299 B _____ DEPARTMENT Corrections

AMOUNT OF CERTIFICATION \$179,000.00 COUNTY COUNSEL Matt Lyons

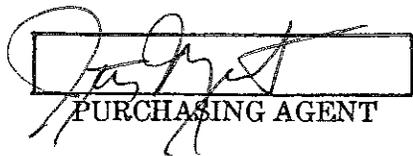
DESCRIPTION: Individual and aggregate excess loss
Medical Coverage for the Gloucester County
Department of Corrections

VENDOR: William R. Caney + Co., Inc.

ADDRESS: 45 Whitney Rd., Suite B15
Manwah, NJ 07430


DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 2-25-14

3/5/14
Freeholder
Meeting