

AGENDA

7:30 p.m. Wednesday, March 19, 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 March 5, 2014

P-1 Proclaiming March 2014 as Developmental Disabilities Awareness Month and March 29, 2014 as Developmental Disabilities Awareness Day (Taliaferro) (to be presented)

P-2 Proclamation to Demountable Concepts for 25 Years in Business (Simmons) (previously presented)

P-3 Proclamation to Holiday City @ Monroe on its 25th Anniversary (Simmons) (previously presented)

P-4 Proclamation recognizing Frank J. Servais V on achieving rank of Eagle Scout (Chila) (previously presented)

INTRODUCTION

RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR CALENDAR YEAR 2014 IN ACCORDANCE WITH N.J.S.A. 40A:4-45.14.

Introduction and first reading of this resolution will allow the County to use 3.5% vs. 2.0% in calculating its budget CAP and allow the County to “bank”, or use in future years any amounts not needed in 2014. A public hearing will be scheduled prior to adoption of this resolution on April 16, 2014.

INTRODUCTION

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$15,261,955 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$8,844,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

This is to provide for the first reading of an ordinance to approve the 2014 capital plan and provide for its funding. A public hearing and adoption vote will be scheduled for April 16, 2014.

INTRODUCTION

THE 2014 BUDGET FOR THE COUNTY OF GLOUCESTER.

The purpose of this item is to provide for the introduction of the 2014 County Budget. Copies have been provided to all Freeholders and are also available through the Office of the Clerk of the Board. A public hearing and vote for adoption are scheduled for April 16, 2014.

PUBLIC HEARING AND ADOPTION

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

This ordinance authorizes a county guarantee of GCIA Solid Waste Revenue Bonds (Landfill Project, Series 2014) to be issued to fund expansion of the landfill. The county’s unconditional guarantee is an incentive to prospective bond purchasers that helps lower interest costs on the long-term debt. The Ordinance was introduced and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on January 22, 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 AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, LINDA PEREIRA v. GLOUCESTER COUNTY, C.P. NO. 2008-2097.**

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 \$22,590.00 under Section 20, as per the recommendation of the County's workers' compensation attorney, Prudence Higbee, of Capehart & Scatchard. The matter was discussed in closed session on March 5, 2014. Pursuant to N.J.S.A. 34:15-128.3a the matter is being resolved. Petitioner is represented by Stark and Stark.

A-2 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND CONSENTING TO THE ISSUANCE OF COUNTY GUARANTEED SOLID WASTE REVENUE BONDS OR PROJECT NOTES BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE COSTS OF THE ACQUISITION, DESIGN, CONSTRUCTION AND EQUIPPING OF A NEW SOLID WASTE CELL AT THE GLOUCESTER COUNTY SOLID WASTE COMPLEX; AND MAKING CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH.

This resolution authorizes the County Administrator, Treasurer, and other officers to execute any and all documents associated with the county guarantee of GCIA Solid Waste Revenue Bonds (Landfill Project, Series 2014) to be issued to fund the expansion of the landfill.

A-3 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

In accordance with New Jersey Local Budget Law the temporary budget is limited to 26.25% of the previous year's budget. Since the 2014 County budget is not scheduled to be adopted until April, additional funds are needed in the temporary budget. N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the period between the beginning of the current fiscal year and the date of the adoption of the budget. This resolution will authorize the emergency temporary appropriations as set forth therein.

A-4 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-5 RESOLUTION DETERMINING THE ANNUAL APPROPRIATION FOR THE ESTABLISHMENT AND MAINTENANCE OF THE GLOUCESTER COUNTY LIBRARY FOR THE YEAR 2014.

In accordance with N.J.S.A. 40:33-9, annual appropriations are made for the establishment and maintenance of a Library, with the Board of Chosen Freeholders determining a sufficient sum to be raised; and thereafter, certified by the Board of Chosen Freeholders to the County Board of Taxation. A tax amount is then apportioned and assessed against all the municipalities receiving the benefits, and levied and collected in the manner provided by law for the maintenance of the Library. As per N.J.S.A. 40:33-9, this resolution will set forth the annual appropriation necessary for the maintenance and upkeep of the County Library for the year 2014.

A-6 RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH AUTHENTIC PROMOTIONS.COM FOR THE PURCHASE OF PROMOTIONAL ADVERTISING ITEMS FROM MARCH 25, 2014 TO MARCH 24, 2016.

A contract was awarded to Authentic Promotions.com by resolution adopted March 13, 2013. In accordance with the contract terms the County had the option to extend the contract for one (1) two-year period or two (2) one-year periods. This resolution will authorize a two-year extension of the contract from March 25, 2014 to March 24, 2016 in an amount not to exceed \$35,000.00 per year. The services to be provided shall be on an as-needed basis, therefore no Certificate of Availability is required at this time.

A-7 RESOLUTION RECEIVING AND ACCEPTING THE BYLAWS OF THE GLOUCESTER COUNTY EMERGENCY RESPONSE PREPAREDNESS ADVISORY COUNCIL.

The Freeholders acknowledge receipt and accept the Bylaws for the Gloucester County Emergency Response Preparedness Advisory Council who adopted them on March 6, 2014.

A-8 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MARCH 2014.

The Treasurer of Gloucester County submits the bill list for March for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed March 20, 2014

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

**FREEHOLDER CHILA
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH BUD CONCRETE, INC. IN THE AMOUNT OF \$13,870.20.

The underlying contract was awarded after public bidding by Resolution dated October 2, 2013. Bud Concrete, Inc. was determined to be the lowest responsive and responsible bidder for the project entitled, "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester, Public Works, Highway Project #13-15, for an original contract amount of \$168,000.00. This Resolution will approve *Contract Change Order #01-Increase* in the amount of \$13,870.20 for a total revised contract amount of \$181,870.20 between the County and Bud Concrete, Inc. to fund an additional concrete ramp at the County Building and additional sidewalk at the Veteran's Cemetery.

C-2 RESOLUTION TO CONTRACT CONSTRUCTION MANAGEMENT & INSPECTION SERVICES WITH T & M ASSOCIATES FOR RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD, FROM THORNWOOD DRIVE TO SEWELL STREET, THROUGH THE TOWNSHIP OF ELK AND BOROUGH OF GLASSBORO IN THE AMOUNT OF \$69,888.20.

This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-014-010, with T&M Associates (1256 N. Church Street, Moorestown, NJ 08067-1129) for Construction Management and Inspection Services for the Roadway Improvement Project known as the "Resurfacing and Safety Improvements to Buck Road, CR553 Section 2 from Thornwood Drive to Sewell Street, County Route 628 in the Township of Elk and Borough of Glassboro," Federal Project No. STP-0144(110) Construction, Engineering Project #13-03FA, in the amount of \$69,888.20. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the project on Tuesday, February 4, 2014.

C-3 RESOLUTION TO CONTRACT CONSTRUCTION MANAGEMENT & INSPECTION SERVICES WITH CME ASSOCIATES INC. FOR THE RESURFACING AND SAFETY IMPROVEMENT PROJECT TO HARRISON STREET FROM THE NEW JERSEY TURNPIKE OVERPASS TO STATE HIGHWAY ROUTE 45 IN THE TOWNSHIPS OF MANTUA AND EAST GREENWICH IN THE AMOUNT OF \$49,956.81.

This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-014-009, with CME Associates, Inc. (3141 Bordentown Avenue, Parlin, NJ 08859-1162) for Construction Management and Inspection Services for the Roadway Improvement Project known as the "Resurfacing and Safety Improvements to Harrison Street, aka Mantua Road, CR678 from the New Jersey Turnpike overpass to State Highway Route 45 in the Townships of Mantua and East Greenwich," Federal Project No. STP-0164(102) Construction, Engineering Project #13-02FA, in the amount of \$49,956.81. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the project on Tuesday, February 4, 2014.

C-4 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE INC. FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT MATERIALS (HMA) FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED \$1,000,000.00.

This Resolution authorizes the extension of the contract that was originally entered into on April 4, 2012 with South State Inc. for the supply, delivery and overlay of hot mix asphalt materials (HMA), as per PD-012-005. The contract allowed for one (1) two year or two (2) one year extensions. The County exercised the first option to extend the contract for one year by Resolution on March 13, 2013 extending the contract through April 3, 2014 in an amount not to exceed \$1,000,000.00 for the extension term, and the County Public Works Department has recommended exercising the final one year option to extend the contract through April 3, 2015 in an amount not to exceed \$1,000,000.00 for this term. The Director of Public Works or his designee will direct South State Inc. to deliver and overlay bituminous concrete on roadways that have been identified by Public Works personnel which are in need of maintenance overlay.

C-5 RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE INC. FOR MILLING AND PROFILING SERVICES FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED \$500,000.00.

This Resolution authorizes the extension of the contract that was originally entered into on March 13, 2013 with South State Inc. for milling and profiling of bituminous material and services, as per PD-013-006. The contract allowed for one (1) two year or two (2) one year extensions. The County is exercising this option to extend the contract for one year through March 12, 2015 in an amount not to exceed \$500,000.00 for this term. The Director of Public Works or his designee will direct South State Inc. to furnish milling and profiling services on County roadways in order to prepare roads for maintenance overlay.

C-6 RESOLUTION TERMINATING SPECIFIC COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENTS/EXTENSIONS WITH THE BOROUGH OF WESTVILLE AND PITMAN.

This Resolution terminates agreements/extensions referred to in a prior Resolution which was dated February 5, 2014 as it pertains to two agreements between the County of Gloucester and municipalities using CDBG funding. Specifically, it terminates (1) the agreement with the Borough of Westville originally entered into on February 6, 2013 for the replacement of a traffic signal due to multiple programming and logistical complications of the project; and; (2) the extension for the project with the Borough of Pitman described as flood drainage improvements on 8th and 9th Avenues which was posted in error and not approved or funded.

C-7 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR A FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$124,258.00 FROM MARCH 19, 2014 TO MARCH 18, 2015.

The Department of Public Works, Planning Division's Housing and Community Development Program is requesting the execution of a Municipal Agreement with the Township of Washington for a roadway improvement to Mayfair Avenue from Woodlawn to Laurel Avenue pertinent to an approved Public Facilities Project using Community Development Block Grant Funds from March 19, 2014 to March 18, 2015.

C-8 RESOLUTION AMENDING THE TERM OF THE SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY TO SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014.

This Resolution amends the shared services agreement dated February 5, 2014 and establishes the contract term from September 1, 2013 to August 31, 2014 to maintain conformity with US Department of Housing and Urban Development (HUD) grant term. All other terms of the Shared Services Agreement, including the financial terms, shall remain in full force and effect.

C-9 RESOLUTION AWARDDING A CONTRACT TO THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SUMMER EMPLOYMENT SERVICES FOR "AT RISK" YOUTH FROM APRIL 1, 2014 TO SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$112,367.10.

This Resolution authorizes a contract with the Gloucester County Institute of Technology (GCIT) in an amount not to exceed \$112,367.10 from April 1, 2014 to September 30, 2014, as per RFP #014-012. The County will operate a Summer Youth Program during the 2014 summer months—July 7, 2014 to August 21, 2014. The GCIT will oversee this program. This program is being supported with Workforce Investment Act Youth funding. The Workforce Investment Board and One Stop staff will be involved with oversight of the program. A minimum of 30 youths are expected to participate. The youths will receive a stipend of \$8.25 per hour for 30 hours per week for six (6) weeks. Based on student enrollment and interest, the Youth Summer Program will offer the following work programs.

1. Landscaping Work Program
2. Paint Crew Work Program
3. Culinary Arts Work Program
4. Commercial Building/Maintenance Work Program
5. Staff Mentoring Program

The locations of the work activities include:

1. Gloucester County Education Campus:
 - A. Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080;
 - B. Youth One Stop, College Services Bldg., 6 Barnsboro-Blackwood Road, Sewell, NJ 08080;
 - C. Gloucester County Institute of Technology, 1360 Tanyard Road, Sewell, NJ 08080;
 - D. Bankbridge Regional School, 870 Bankbridge Road, Sewell, NJ 08080;
 - E. Bankbridge Elementary School, 850 Bankbridge Road, Sewell, NJ 08080;
 - F. Bankbridge Development Center, 550 Salina Road, Sewell, NJ 08080.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

E-1 RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES, DIVISION OF SOCIAL SERVICES, AND DIVISION OF DISABILITY SERVICES TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES, OFFICE OF COMMUNITY CHOICE OPTIONS, FOR ADMINISTRATION OF THE AGING AND DISABILITY RESOURCE CONNECTION PROGRAM.

This Resolution authorizes the Gloucester County Division of Senior Services, Division of Social Services, and Division of Disability Services to sign a Memorandum of Understanding (MOU) with the New Jersey Department of Human Services, Division of Aging Services, Office of Community Choice Options. The State requires the MOU as part of the administration of the Aging and Disability Resource Connection (ADRC) program, the purpose of which is to build a better coordinated network of support systems to connect information, assistance and long-term care for the elderly and disabled throughout New Jersey. The Gloucester County Division of Senior Services, Division of Social Services, and Division of Disability Services are partnering agencies participating in the ADRC program.

E-2 RESOLUTION AUTHORIZING THE RENEWAL OF A MEMORANDUM OF UNDERSTANDING WITH NJ TRANSIT TO SERVE AS AN ASSESSMENT AGENCY TO DETERMINE ELIGIBILITY FOR PARATRANSIT SERVICES FOR PEOPLE WITH DISABILITIES.

This Resolution authorizes the renewal of a Memorandum of Understanding (MOU) with NJ Transit. NJ Transit provides ACCESS LINK, which is an Americans with Disabilities Act "paratransit" service providing curb-to-curb transportation for eligible people with disabilities. NJ Transit utilizes local agencies as Assessment Agencies that conduct the assessment interviews and gather all documentation in order for NJ Transit to determine participant eligibility in accordance with federal mandate. The Division of Disability Services has served as an Assessment Agency for a number of years pursuant to MOU's with NJ Transit. The MOU sets forth the respective duties of the parties in the administration of the interview process. NJ Transit reimburses Gloucester County \$50.00 for each completed assessment regardless of participant eligibility. This renewed MOA will be effective for the period October 1, 2013 to October 1, 2016.

E-3 RESOLUTION ACCEPTING DONATION OF TWO CEMETERY PLOTS FROM EGLINGTON CEMETERY CO., CLARKSBORO, NJ.

This Resolution authorizes the County to accept from Eglington Cemetery Co., 320 Kings Highway, Clarksboro, NJ, donation of two cemetery plots located at Eglington Cemetery, for use as the County deems appropriate. The County has a need for the plots in order to comply with its statutory obligation to make appropriate burial arrangements for indigent persons pursuant to N.J.S.A. 40A:9-49.1, and for the County Medical Examiner to comply with its statutory obligation to make appropriate burial arrangements for unidentified or unclaimed bodies pursuant to N.J.S.A. 40A:9-49.

E-4 RESOLUTION AUTHORIZING A CONTRACT AND LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR THE PROVISION OF MAINTENANCE OF PROPRIETARY SOFTWARE FOR THE DIVISION OF SOCIAL SERVICES FOR A TOTAL CONTRACT AMOUNT OF \$53,888.22, FROM APRIL 1, 2014 TO MARCH 31, 2015.

The County has determined that there is a need for the provision of maintenance proprietary software (ABACUS, Fraud Collection Turnkey System (WEB), in the amount of \$36,898.95 and A.O.S.S. Card registration (WEB), in the amount of \$16,989.27) for the Division of Social Services for a total contract amount of \$53,888.22 from April 1, 2014 to March 31, 2015.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF RUSSELL D. LEONE AND APRIL LEONE, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 703, LOT 1, CONSISTING OF APPROXIMATELY 43.3 ACRES, FOR THE AMOUNT OF \$530,425.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan and owned by Russell D. Leone and April Leone, 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 \$12,250.00 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 \$2,493.00 for Curran Realty Advisors and \$3,000.00 for the Hanson Organization. This property is contiguous to more than 500 acres of previously preserved farmland and is in close proximity to more than 1,000 acres of previously preserved farmland and open space.

F-2 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF THE ESTATE OF SHIRLEY HAZELTON, LOCATED IN THE TOWNSHIP OF HARRISON, KNOWN AS BLOCK 33.01, LOT 3, CONSISTING OF APPROXIMATELY 41.026 ACRES, FOR THE AMOUNT OF \$512,825.00.

This resolution authorizes the purchase of the development rights on properties in the Township of Harrison and owned by the Estate of Shirley Hazelton, 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 \$12,500.00 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 \$2,750.00 for T.W. Sheehan Associates and \$3,000.00 for the Hanson Organization. This property is contiguous and/or in close proximity to more than 200 acres of previously preserved farmland and open space.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AWARDDING A SPLIT CONTRACT FOR PROFESSIONAL VETERINARIAN SERVICES WITH DR. ROBERT W. HARRIS OF PITMAN ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$40,000.00, CROSS KEYS ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$30,000.00 AND CLAYTON VETERINARY ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM APRIL 1, 2014 TO MARCH 31, 2015.

This resolution authorizes the execution and award of a split contract for veterinary services for spaying, neutering and other services related to the sterilization of animals including provision of emergency veterinary services during normal business hours with Dr. Robert W. Harris of Pitman Animal Hospital in an amount not to exceed \$40,000.00, Cross Keys Animal Hospital in an amount not to exceed \$30,000.00, and Clayton Veterinary Associates in an amount not to exceed \$30,000.00 annually as per RFP 14-014.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, March 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

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

February 5, 2014

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

Comments: N/A

February 19, 2014

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

Comments: N/A

48233 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)

48234 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)

OPEN

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

Comments: Lee Lucas has questions on C-2, change order on rock salt. Ken DeFay had questions regarding rock salt.

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

48235 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.

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

Comments: N/A

48236 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, MARY DONALDSON v. GLOUCESTER COUNTY, C.P. NO. 2009-31415.

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

Comments: N/A

48237 RESOLUTION AUTHORIZING 2013 APPROPRIATION RESERVE BUDGET TRANSFERS.

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

Comments: N/A

48238 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

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

Comments: N/A

48239 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.

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

Comments: N/A

48240 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.

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

Comments: N/A

48241 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.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
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**

28242 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

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

Comments: N/A

48243 RESOLUTION AUTHORIZING A CHANGE ORDER WITH MID-ATLANTIC SALT, LLC INCREASING THE CONTRACT AMOUNT BY \$200,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
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

48244 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.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

48245 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.

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

Comments: N/A

48246 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.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48247 RESOLUTION AWARDING 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.

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

Comments: N/A

48248 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.

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

Comments: N/A

48249 DEPOSIT RESOLUTION PROVIDING FOR THE TRANSFER OF PHYSICAL CUSTODY, BUT NOT LEGAL CUSTODY, OF CERTAIN PUBLIC RECORDS TO THE GLOUCESTER COUNTY HISTORICAL SOCIETY.

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

Comments: N/A

48250 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.

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

Comments: Ken DeFay, Sewell, concerned about gas situation with the fire truck. Emergency Response Coordinator, Tom Butts, said yes they do run trucks for training. Mr. DeFay also asked about shared services agreement.

CLOSE

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

Comments: N/A

Adjournment 8:12PM

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

Comments: N/A

**RECOGNIZING MARCH, 2014 AS DEVELOPMENTAL DISABILITIES
AWARENESS MONTH AND
MARCH 29, 2014 AS DEVELOPMENTAL DISABILITIES AWARENESS DAY**

WHEREAS, intellectual and developmental disabilities affect more than 200,000 New Jersey children and adults and their families; and

WHEREAS, The Arc works to promote and protect the rights of people with intellectual and developmental disabilities to live, learn, work, and play as valued and contributing members of their communities; and

WHEREAS, The Arc is the largest national organization of and for people with intellectual and developmental disabilities and their families, promoting and protecting their human rights and actively supporting their full inclusion and participation in the community throughout their lifetimes;

WHEREAS, The Arc Gloucester, celebrating 57 years of service, is dedicated to making a difference and improving the quality of life for individuals with intellectual and developmental disabilities and their families in Gloucester County;

WHEREAS, March has been designated National Developmental Disabilities Awareness Month, and March 29, 2014 has been designated as Developmental Disabilities Awareness Day, with over 140,000 members and more than 700 chapters of The Arc, across the nation, undertaking public awareness, educational, fundraising, and service initiatives;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, 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 do hereby proclaim March, 2014 as Developmental Disabilities Awareness Month and March 29, 2014 as Developmental Disabilities Awareness Day.

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 19th 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

**HONORING
DEMOUNTABLE CONCEPTS, INC.
ON ITS 25TH ANNIVERSARY IN BUSINESS**

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize Demountable Concepts, Inc. on its 25th anniversary in business at a special luncheon hosted at their manufacturing facility in Glassboro, NJ on Thursday, February 27th 2014; and

WHEREAS, Demountable Concepts was incorporated in February 1989 and founded by Rustin Cassway and Frank Fisher who set the goal to become the nation's leading demountable supplier, drawing on vast engineering, project management and manufacturing knowledge to improve delivery operations for companies with one truck through fleets operating with hundreds of vehicles; and

WHEREAS, Demountable Concepts was the Tri - County Economic Development 2007 award recipient for manufacturing, and has expanded its operations over the past 25 years, growing its employee base to 45 and moving to a new 22-acre business park and building a 50,000 square foot manufacturing facility, with 62,000 square foot flex space and a 20,000 square foot office building to rent to outside business and launching new divisions such as DCI Home Works and DCI Fleet Service; and

WHEREAS, Demountable Concepts is a shining example of good business practice and will to succeed. Being in business for 25 years is a significant milestone, therefore we recognize Demountable Concepts and its contribution to the economy of this great County of Gloucester; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, 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 Taliaferro do hereby recognize and congratulate Demountable Concepts, Inc. on its 25th Anniversary in business.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of February, 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 Taliaferro
Freeholder

ATTEST:

Robert M. DiLella, Clerk

**THE 25TH YEAR ANNIVERSARY CELEBRATION
OF
HOLIDAY CITY @ MONROE**

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize Holiday City @ Monroe on its 25th Year Anniversary Celebration at a special dinner being hosted on March 2nd, 2014; and

WHEREAS, Holiday City @ Monroe was incorporated on April 22, 1988 and ninety residents of Holiday City moved into the community in 1989, of which twenty five still remain. They have maintained an exceptional standard of living in a beautiful environment mainly due to the immense pride they hold for their own properties as well their neighbors' properties; and

WHEREAS, Holiday City is a very diverse community in every way and the corporation of the Home Owners Association is run solely by volunteers. As a result, Holiday City has the lowest annual dues assessment in the State of New Jersey. They have a covenant, restrictions and by-laws that were developed by the builder, which the seven member Board of Trustees oversee the enforcement of faithfully; and

WHEREAS, Holiday City boasts a club house, swimming pool, tennis courts and shuffle board court. Its lawns are cut and fertilized and snow is removed regularly through coordinated efforts, leadership and hard work of all of the volunteers who tirelessly give their time and dedication to their community; 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 Taliaferro do hereby recognize and congratulate the Holiday City @ Monroe on its 25th Year Anniversary.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of March, 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 Taliaferro
Freeholder

ATTEST:

Robert M. Dilella, Clerk

In Recognition Of Frank J. Servais V Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Frank J. Servais V on his achievements as a member of the Boy Scouts of America, Troop 4; and

WHEREAS, Frank joined Boy Scouts Troop 4, Logan Township on March 1, 2007, achieving the ranks of Tenderfoot, Second Class, First Class, Star and Life. On December 18, 2013 Frank distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Frank has earned 27 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Junior Assistant Scoutmaster, Chaplain's Aide and Instructor; and

WHEREAS, Frank has performed 40 hours of community service, camped 100 nights, hiked 60 miles and paddled 30 miles with his Troop. Frank's special achievements include Fire'n Chit, Totin Chip and Kayaking BSA; and

WHEREAS, Frank exhibited his commitment to public service by selecting as his Eagle Scout project the Painting of Parking Spaces and the Installation of a Permanent Road Sign at the Logan Township Volunteer Fire Department Station 3 on Beckett Road; 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 **do hereby honor and recognize Frank J. Servais V for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 4.**

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 1st day of March, 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

RESOLUTION TO EXCEED THE COUNTY BUDGET TAX LEVY LIMITS AND TO ESTABLISH A CAP BANK FOR GLOUCESTER COUNTY CALENDAR YEAR 2014 IN ACCORDANCE WITH N.J.S.A. 40A: 4-45.14

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.0% unless authorized by resolution to increase it to 3.5% over the previous year's tax levy, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15b provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual tax levy and the 3.5% percentage rate as an exception to its tax levy in either of the next two succeeding years; and,

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2014 budget by up to 3.5% over the previous year's tax levy, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Board of Chosen Freeholders hereby determines that a 3.5 % increase in the budget for said year, amounting to \$2,746,511.85 in excess of the increase in tax levy otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2014 budget year, the tax levy of the County of Gloucester shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$3,204,263.83, and that the CY 2014 County budget for the County of Gloucester be approved and adopted in accordance with this resolution; and,

BE IT FURTHER RESOLVED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to tax levy in either of the next two succeeding years; and,

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be filed with the Director of the Division of Local Government Services within five (5) days of introduction, said Resolution to be presented to the Gloucester County Board of Chosen Freeholder at the regular meeting to be held on *March 19, 2014*; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after such public hearing and adoption, scheduled for April 16, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

Intro

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$15,261,955 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$8,844,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$15,261,955;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$8,844,000; and
- (c) a down payment in the amount of \$244,000 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of \$8,844,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$244,000, which amount represents the required down payment, together with state and federal grants in the amount of \$6,173,955, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$8,844,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$8,844,000 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$3,000,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to various Gloucester County College Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	\$4,250,000	\$0	\$0	\$4,250,000	20 years
B.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	60,000	3,000	0	57,000	15 years
C.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	100,000	5,000	0	95,000	15 years
D.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	4,411,755	79,000	2,836,755	1,496,000	10 years
E.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,397,200	3,000	2,337,200	57,000	10 years
F.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,000,000	0	1,000,000	0	20 years
G.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	326,000	17,000	0	309,000	5 years
H.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	270,000	14,000	0	256,000	7 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	540,000	27,000	0	513,000	5 years
J.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,907,000	96,000	0	1,811,000	15 years
	TOTAL	\$15,261,955	\$244,000	\$6,173,955	\$8,844,000	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 15.36 years.

Section 9. Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$8,844,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: March 19, 2014

Date of Final Adoption: April 16, 2014



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,500,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

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

WHEREAS, on July 8, 1992, the Authority adopted a resolution entitled, "RESOLUTION AUTHORIZING THE ISSUANCE OF SOLID WASTE REVENUE BONDS (LANDFILL PROJECT) OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY", as amended and supplemented to date (as amended and supplemented, the "General Bond Resolution"), pursuant to which the Authority, among other things, issued three series of its Bonds (as defined in the General Bond Resolution) consisting of: (i) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series A) in the aggregate principal amount of \$26,500,000 ("1992 Series A Bonds"); (ii) Federally Taxable County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series B) in the aggregate principal amount of \$2,665,000 ("1992 Series B Bonds"); and (iii) County Guaranteed Solid Waste Revenue Bonds (Landfill Project, 1992 Refunding Series C) in the aggregate principal amount of \$7,600,000 ("1992 Series C Bonds" and together with the 1992 Series A Bonds and the 1992 Series B Bonds, the "1992 Bonds") to provide for, among other things, the refunding of all of the outstanding 1987 Bonds, 1988 Bonds and 1991 Bonds (each as defined in the General Bond Resolution) issued by the Authority pursuant to the Prior General Bond Resolution (as defined in the General Bond Resolution); and

WHEREAS, subsequent to the issuance of the 1992 Bonds, the Authority has issued multiple series of Additional Bonds (as defined in the General Bond Resolution) to finance, among other things, the expansion of and improvements to the Gloucester County Solid Waste Complex ("Complex"), located in the Township of South Harrison (collectively, the "Prior Bonds"); and

WHEREAS, punctual payment, when due, of the principal of and interest on the Prior Bonds was unconditionally guaranteed by the County pursuant to a guaranty ordinance of the County finally adopted by the Board on April 24, 1985, as amended and supplemented to date in connection with the issuance of each series of the Prior Bonds (as amended and supplemented, the "Original Guaranty Ordinance"); and

WHEREAS, the Authority desires to authorize the issuance of its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2014), in the aggregate principal amount of not-to-exceed \$6,500,000 ("2014 Bonds") pursuant to the General Bond Resolution, as amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, SEPTEMBER 17, 2009 AND FEBRUARY 16, 2012: (I) AUTHORIZING AND APPROVING

THE ISSUANCE OF UP TO \$6,500,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Sixth Supplemental Resolution" and together with the General Bond Resolution, the "Bond Resolution"), to finance the acquisition, design, construction and equipping of new Cell 12 at the Complex to increase the waste disposal capacity of the Complex ("2014 Project"); and

WHEREAS, in order to induce the prospective purchasers of the 2014 Bonds to purchase the 2014 Bonds and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A.* 40:37A-80), to further amend the Original Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2014 Bonds as further described herein (the Original Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

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

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

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2014 Bonds in a total aggregate principal amount not-to-exceed \$6,500,000, which 2014 Bonds are to be issued for the purpose of financing the costs of the 2014 Project as defined and further described in the preambles hereof, such 2014 Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Sixth Supplemental Resolution authorizing the issuance of the 2014 Bonds and consistent with the provisions of the Act. Any Bonds which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented, including by the Sixth Supplemental Resolution authorizing the issuance of the 2014 Bonds, shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the 2014 Bonds referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2014 Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2014 Bonds, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

Section 4. The Freeholder-Director of the County is hereby authorized and directed to execute on each of the 2014 Bonds, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

The payment of the principal of and interest on the within Bond is hereby fully and unconditionally guaranteed by the County of Gloucester, New Jersey ("County"), and the County is unconditionally liable for the payment, when due, if not available from Revenues of The Gloucester County Improvement Authority, of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the County of Gloucester, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Freeholder-Director.

COUNTY OF GLOUCESTER, NEW JERSEY

By: _____
Freeholder-Director".

Section 5. The Freeholder-Director of the Board and County Administrator are each hereby authorized to enter into, execute and deliver in the name of the County and on its behalf, a Guaranty Agreement ("Guaranty Agreement") setting forth such matters with respect to the guaranty authorized by this Guaranty Ordinance as the Freeholder-Director of the Board or County Administrator (after consultation with counsel to the County) deems appropriate, and the Clerk of the Board and Deputy Clerk of the Board are each authorized to attest to the signature of the Freeholder-Director of the Board or County Administrator and to affix the seal of the County to the Guaranty Agreement.

Section 6. It is hereby found, determined and declared by the Board that:

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2014 Bonds outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$6,500,000, shall, after the issuance of such 2014 Bonds, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2014 Bonds entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2014 Bonds until the end of the fiscal year beginning next after the completion of the 2014 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the Authority in such year relative to the 2014 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2014 Bonds issued to finance the costs of the 2014 Project or as otherwise provided by law.

Section 7. The following matters are hereby determined, declared, recited and stated:

(a) The maximum principal amount of 2014 Bonds which are hereby and hereunder guaranteed as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2014 Project to be financed in accordance with the transaction contemplated hereby is, \$6,500,000.

(b) The purposes described in this Guaranty Ordinance are not current expenses of the County and no part of the costs thereof have been or shall be assessed on property specially benefited thereby.

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$6,500,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty

Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2014 Bonds.

Section 8. The County Administrator and/or County Treasurer and any designees thereof (each an "Authorized Officer") are each hereby authorized and directed, to the extent necessary or desirable, to negotiate on behalf of the County with the Executive Director and/or the Acting Executive Director of the Authority and any designees thereof, the amount of all direct and indirect costs of the County arising from or relating to the issuance of this County Guaranty, including but not limited to the County Guaranty fee and counsel fees, to be charged by the County in such aggregate amount as the Authorized Officer deems appropriate.

Section 9. All ordinances, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 10. This Guaranty Ordinance shall take effect at the time and in the manner provided by the Local Bond Law and other applicable law; provided, however, that in no event shall this Guaranty Ordinance become effective until such date as the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs shall render findings in connection with the matters set forth herein, in satisfaction of the provisions of N.J.S.A. 40A:5A-7.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

STATEMENT

Public notice is hereby given that the foregoing Guaranty Ordinance was introduced and passed on first reading at the meeting of the Board of Chosen Freeholders of the County of Gloucester held on *January 22, 2014*. Further notice is given that said Guaranty Ordinance will be considered for final passage and adoption, after a public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the County Administration Building, 2 South Broad Street, Woodbury, New Jersey, on *March 19, 2014* at 7:30 P.M. During the week prior to and up to and including the date of said meeting, copies of said Guaranty Ordinance will be made available at the Office of the Clerk of the Board in the Gloucester County Administration Building for members of the general public who request the same.

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

AI

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF
THE WORKERS' COMPENSATION CLAIM OF PETITIONER,
LINDA PEREIRA v. GLOUCESTER COUNTY, C.P. NO. 2008-2097**

WHEREAS, the Petitioner, *Linda Pereira*, represented by the law firm of Stark & Stark, 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>
Linda Pereira	2008-2097	\$22,590.00 Under Section 20	Restraining

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 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

A2

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND CONSENTING TO THE ISSUANCE OF COUNTY GUARANTEED SOLID WASTE REVENUE BONDS OR PROJECT NOTES BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO FINANCE THE COSTS OF THE ACQUISITION, DESIGN, CONSTRUCTION AND EQUIPPING OF A NEW SOLID WASTE CELL AT THE GLOUCESTER COUNTY SOLID WASTE COMPLEX; AND MAKING CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH

BACKGROUND

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

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (*N.J.S.A. 40:37A-54(a) and (g)*), to issue its bonds for the purpose of financing the cost of the provision within the County of "public facilities" (as defined in the Act), including the acquisition, construction, maintenance and operation of garbage and solid waste disposal systems for the purpose of collecting and disposing of garbage, solid waste or refuse matter, whether owned or operated by the Authority to accomplish such purpose; and

WHEREAS, the Authority owns and operates the Gloucester County Solid Waste Complex ("Complex"), a solid waste landfill located in South Harrison Township in the County; and

WHEREAS, the Authority is now proposing to issue its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2014) in an aggregate principal amount not exceeding \$6,500,000 ("2014 Bonds") pursuant to a bond resolution adopted by the Authority on July 8, 1992, as amended and supplemented to date (as amended and supplemented, the "General Bond Resolution") and as further amended and supplemented by a supplemental bond resolution to be subsequently considered by the Authority ("2014 Supplemental Bond Resolution"; together with the General Bond Resolution, the "Bond Resolution"); and to apply the proceeds of the sale of the 2014 Bonds to: (i) pay the costs of acquisition, design, construction and equipping of a new Cell 12 at the Complex to increase the waste disposal capacity of the Complex; (ii) fund capitalized interest on the 2014 Bonds during the construction period; (iii) fund a deposit to the Bond Reserve Fund established under the Bond Resolution in an amount equal to the Bond Reserve Requirement applicable to the 2014 Bonds, if any; (iv) pay county guaranty costs including the initial county guaranty fee, each as further described in the Bond Resolution; (v) pay certain costs of issuance to be identified more particularly in the 2014 Supplemental Bond Resolution; and (vi) pay the cost of such other items as shall be set forth in the 2014 Supplemental Bond Resolution (collectively, the "2014 Project"); and

WHEREAS, the 2014 Bonds shall be direct and special obligations of the Authority payable solely from Revenues (as defined in the Bond Resolution) and all moneys, securities and funds which are held or set aside pursuant to the terms of the Bond Resolution in any funds established and created under the Bond Resolution; subject only to the rights of the Authority to apply amounts for the payment of Operating Expenses (as defined in the Bond Resolution) of any Project (including, but not limited to, the 2014 Project) and/or the right to use any moneys,

securities or funds which are held under the terms of the Bond Resolution for purposes which are authorized therein; and

WHEREAS, in accordance with Section 37 of the Act, *N.J.S.A. 40:37A-80*, on April 24, 1985, the Board adopted a guaranty ordinance, as amended and supplemented (as amended and supplemented, the "Guaranty Ordinance"), which Guaranty Ordinance unconditionally and irrevocably guaranteed the punctual payment of the principal of and interest on certain of the Authority's bonds or notes issued in, for, or with respect to improvements to the Complex ("County Guaranty"); and

WHEREAS, to induce prospective purchasers of the 2014 Bonds to purchase the same and provide additional security to the owners thereof, the County will, in accordance with Section 37 of the Act, *N.J.S.A. 40:37A-80*, extend the County Guaranty for the punctual payment of the principal of and interest on the 2014 Bonds; and

WHEREAS, the Authority believes that: (i) the undertaking of the 2014 Project is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the County; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the Authority or the County; and

WHEREAS, as required by Section 13 of the Act (*N.J.S.A. 40:37A-56*) the Authority has made a detailed report pertaining to the 2014 Bonds to the Board, which report includes, without limitation, descriptions of the 2014 Project, the Bond Resolution and the 2014 Bonds. If necessary, desirable or convenient as determined by the County and the Authority, the Authority shall provide such other applicable agreements that may include: (i) a Local Finance Board Application; (ii) one or more preliminary official statements "deemed final" within the meaning and for the purposes of Rule 15c2-12 of the Securities and Exchange Commission describing the terms of the 2014 Bonds and the other transactions contemplated hereby; (iii) one or more bond purchase agreements with one or more underwriters selected by the Authority in accordance with its policy for the selection of underwriters for the sale of the 2014 Bonds; and (iv) one or more final Official Statements incorporating the respective terms of the sale or sales of the 2014 Bonds and certain other information into the Preliminary Official Statement (collectively, the "Financing Documents"), at such time as each such Financing Document is finalized; and

WHEREAS, pursuant to the *N.J.S.A. 40:37A-56*, the Authority shall not construct or acquire any public facilities or make any loan, lease or other agreement relating to the use of such public facilities for a term in excess of five (5) years until there has been filed with the Authority a copy of a resolution adopted by the Board describing public facilities to be financed or refinanced with the proceeds of the 2014 Bonds and consenting to the construction or acquisition thereof by the Authority or the making of leases or other agreements in connection therewith; and

WHEREAS, the Authority, after investigation and study, has heretofore made a detailed report to the Board concerning the 2014 Project, the 2014 Bonds, the Bond Resolution and the Financing Documents, and the Board is now desirous of satisfying the requirements of *N.J.S.A. 40:37A-56* by means of the adoption of this Resolution; and

WHEREAS, the County has reviewed the report setting forth the nature of the 2014 Project in sufficient detail to enable it to make the necessary findings which are required by *N.J.S.A. 40:37A-56* with respect to the 2014 Project and with respect to the 2014 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:

Section 1. In accordance with *N.J.S.A. 40:37A-56* and all other applicable law, the Board hereby consents to: (i) the undertaking and implementation of the 2014 Project and the financing thereof by means of the 2014 Bonds, the Bond Resolution, the Financing Documents and any other agreements to which the Authority and the County shall be a party and as may be necessary for the issuance by the Authority of the 2014 Bonds and/or the financing of the 2014 Project, (ii) the execution and delivery by the Authority and the County of any agreements to which the Authority and the County shall be a party and as may be necessary for the issuance by

the Authority of the 2014 Bonds and/or the financing of the 2014 Project, (iii) the adoption by the Authority of the 2014 Supplemental Bond Resolution (provided that the aggregate principal amount of 2014 Bonds authorized and issued thereunder shall not exceed \$6,500,000), and (iv) the issuance, sale and delivery of the 2014 Bonds.

Section 2. The Freeholder Director of the Board of the County, the County Administrator, the Deputy County Administrator, the County Treasurer and any designee thereof (each an "Authorized Officer") are each severally authorized to execute and deliver, in the name of the County and on its behalf, any and all documents necessary to effectuate the purposes of this Resolution and the Clerk of the Board of the County and the Deputy Clerk of the Board of the County are each severally authorized to attest to the signature of the Authorized Officers and to affix the seal of the County thereto.

Section 3. This Resolution shall take effect upon adoption in accordance with law.

Section 4. Pursuant to *N.J.S.A. 40:37A-56*, the Clerk of the Board of the County shall file a certified copy of this Resolution, when adopted, with the Authority.

Adopted: March 19, 2014.

ATTEST:

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

**ROBERT M. DAMMINGER, Director
Board of Chosen Freeholders of the
County of Gloucester, New Jersey**

PROJECT DESCRIPTION AND COST ESTIMATE
with respect to
THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
COUNTY GUARANTEED SOLID WASTE REVENUE BONDS
(LANDFILL PROJECT, SERIES 2014)

INTRODUCTION AND PROJECT DESCRIPTION

The Gloucester County Improvement Authority ("Authority") has been duly created by resolution of the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County") as a public body corporate and politic of the State of New Jersey ("State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:37A-44 et seq.*) ("Act"). The Authority is authorized, pursuant to Section 11 of the Act (*N.J.S.A. 40:37A-54(a) and (g)*), to issue its bonds for the purpose of financing the cost of the provision within the County of "public facilities" (as defined in the Act) for use by the State, the County or any beneficiary county, or any municipality in the County, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes, including the acquisition, construction, maintenance and operation of garbage and solid waste disposal systems for the purpose of collecting and disposing of garbage, solid waste or refuse matter, whether owned or operated by the Authority to accomplish such purpose.

At present, the Gloucester County Solid Waste Complex ("Landfill") has two operational cells receiving solid waste. Cell 11A is nearly at capacity and Cell 11B is fully operational having commenced receipt of solid waste. Pursuant to the County's Solid Waste Management Plan ("Plan"), the Authority plans to construct a new Cell 12 in an effort to proactively address the solid waste disposal needs of the County as Cell 11B approaches its maximum capacity. Cell 12 was permitted as a part of the Landfill's Phase VII Development lateral expansion. It is anticipated that a new Cell 12 will extend the estimated operating life expectancy of the Landfill by approximately 2.3 years based on an estimated annual solid waste flow volume to the Landfill of 560,000 tons. Furthermore, Cell 12 will provide an additional 9.2 acres of landfill capacity for the disposal of an additional approximately 1,326,500 tons of permitted solid waste materials. In furtherance of the Plan, the Authority now desires to finance the costs of acquisition, design, construction and equipping of a new Cell 12 at the Landfill.

On July 8, 1992, the Authority adopted a resolution entitled, "RESOLUTION AUTHORIZING THE ISSUANCE OF SOLID WASTE REVENUE BONDS (LANDFILL PROJECT) OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY", as amended and supplemented to date (as amended and supplemented, the "General Bond Resolution"). On March 20, 2014, the Authority anticipates adopting a supplemental resolution entitled "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, SEPTEMBER 17, 2009 AND FEBRUARY 16, 2012: (I) AUTHORIZING AND APPROVING THE ISSUANCE OF UP TO \$6,500,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2014); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV)

AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR OR ACTING EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("2014 Supplemental Bond Resolution" and together with the General Bond Resolution, the "Bond Resolution") pursuant to which the Authority proposes to issue its County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2014) in an aggregate principal amount not-to-exceed \$6,500,000 ("2014 Bonds"), the proceeds of which will be used to: (i) finance the costs of acquisition, design, construction and equipping of Cell 12 at the Landfill; (ii) pay capitalized interest on the 2014 Bonds for a period of twelve (12) months; (iii) pay County Guaranty Costs including the initial County Guaranty fee (as each term is described in the Bond Resolution); (iv) pay certain costs incidental to the issuance of the 2014 Bonds; and (v) pay the cost of such other items as shall be set forth in the 2014 Supplemental Bond Resolution (collectively, the "2014 Project").

The 2014 Project components identified by T&M and related cost estimates are set forth in the 2014 Project Report, dated March 2014, a copy of which is attached hereto as Exhibit "A". The approximate construction cost for the 2014 Project to be financed with proceeds of the 2014 Bonds is estimated to be \$5,574,000; exclusive of capitalized interest and other issuance costs of the 2014 Bonds.

The 2014 Bonds will be direct and special obligations of the Authority secured on a parity basis with the Authority's outstanding County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2008) and County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2012), issued pursuant to the Bond Resolution and payable solely from Revenues (as defined in the Bond Resolution) and all moneys, securities and funds which are held or set aside pursuant to the terms of the Bond Resolution in any funds established and created under the Bond Resolution; subject only to the rights of the Authority to apply amounts for the payment of Operating Expenses (as defined in the Bond Resolution) of a Project (including, but not limited to the 2014 Project) and/or the right to use any moneys, securities or funds which are held under the terms of the Bond Resolution for purposes which are authorized therein. In addition, the payment of the principal of and interest on the 2014 Bonds, when due, will be unconditionally guaranteed by the County pursuant to the terms of a County guaranty ordinance duly adopted on March 19, 2014 ("County Guaranty") by the Board pursuant to Section 37 of the Act (*N.J.S.A. 40:37A-80*). Pursuant to the County Guaranty, the County is obligated to take all necessary actions to pay, when due, the principal of and interest on the 2014 Bonds, including the levy of unlimited *ad valorem* taxes on all taxable property within the jurisdiction of the County without limitation as to rate or amount.

FINANCING

Acacia Financial Group, Inc. ("Acacia Financial") has prepared a preliminary financial analysis to determine the amount to be borrowed to finance the costs of the 2014 Project. Said analysis is attached hereto as Exhibit "B".

Under current market conditions, the Authority would issue approximately \$6,500,000 aggregate principal amount of 2014 Bonds to fund the costs of the 2014 Project described above. It is currently contemplated that the 2014 Bonds will be amortized in the years 2015 through 2031 and will be structured to produce level annual debt service payments over this period.

It has been concluded by Acacia Financial that the 2014 Bonds should be issued by the Authority in an aggregate principal amount of up to \$6,500,000. The costs of issuance associated with said 2014 Bonds, including County Guaranty costs consisting of the initial County Guaranty fee, and other details thereof is shown in the attached financial analysis.

On January 22, 2014, the Authority submitted an application to the Local Finance Board, in the Division of Local Government Services, New Jersey Department of Community Affairs ("Local Finance Board") in connection with the issuance of the 2014 Bonds, in an aggregate principal amount not-to-exceed \$6,500,000 pursuant to *N.J.S.A. 40A:5A-6*, and the adoption by the County of the County Guaranty pursuant to *N.J.S.A. 40:37A-80*. The Local Finance Board issued positive findings, on March 12, 2014, with respect to the proposed financing and issuance of the County Guaranty.

Exhibit "A"

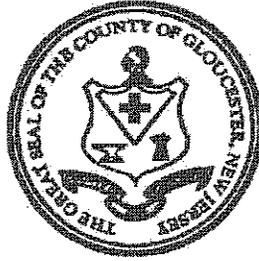
**2014 Project Report Prepared By
T&M Associates, Moorestown, New Jersey**

Cell 12 Project Report

FOR

Gloucester County Solid Waste Complex
Gloucester County, New Jersey
Facility ID #132199

Prepared for:



Gloucester County Improvement Authority
109 Budd Boulevard
Woodbury, New Jersey 08096

Prepared by:

T&M Associates
1256 North Church Street
Moorestown, New Jersey 08057-1129

March 2014

A handwritten signature in black ink, which appears to read "Jeffrey B. Winegar".

Jeffrey B. Winegar
New Jersey Licensed Professional Engineer
Number 33501

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1.0 INTRODUCTION

In anticipation of future landfill needs, the Gloucester County Improvement Authority (GCIA) is in the process of expanding the Gloucester County Solid Waste Complex (GCSWC). T&M Associates (T&M) has prepared the Phase VIII Development Landfill Expansion Permit Application which includes phasing and cost estimates for continuation of the 25.7 acre lateral expansion. Once completed, land area approved for waste disposal would cover 164.2 acres of the 573.5 acre GCSWC facility.

The current project and continuation of the expansion as covered in this report includes:

- design, construction, and construction management (including 3rd Party Quality Assurance) for Cell 12

2.0 CELL 12

Cell 12 was permitted for use under the April 2012 Phase VII Development lateral expansion. Construction documents for Cell 12 are scheduled to be completed in the first quarter of 2014 at a cost of \$190,000. Estimated construction cost for the cell is \$4,940,000 with an additional \$444,000 for construction management services. A detailed construction cost estimate can be found in Appendix I. Although Cell 12, like others, will not be filled to capacity until neighboring cells are filled, the air space generated is approximately 1.33 million cubic yards. The current implementation schedule requires that Cell 12 be available by 2015. Under currently projected utilization, the capacity of Cell 12 will provide 2.36 years of service for the GCSWC.

3.0 SUMMARY

Reliable and environmentally sound solid waste disposal is a continuing need in Gloucester County. The GCIA continues to be proactive in planning for the needs of the County. The successful operation of the GCSWC makes it a reliable facility for future growth and investment. As outlined in the introduction of this report, Cell 12 is a continuation of the overall lateral expansion. Current utilization and procedures in conjunction with the lateral expansion forecast useful life of the GCSWC to the year 2031. Appendix 2 contains the projected schedule for the utilization of the landfill.

Below is a summary of costs for the above mentioned projects.

	<u>Engineering</u>	<u>Capital</u>
Cell 12 Construction Documents	\$190,000	
Cell 12 Construction		\$4,940,000
Cell12 Construction Management		
Quality Control (QC)	\$389,000	
Quality Assurance (QA)	<u>\$55,000</u>	<u> </u>
TOTAL	\$634,000	\$4,940,000
GRAND TOTAL		
(INCLUDING ENGINEERING AND CAPITAL)		\$5,574,000

EXHIBIT A
LATERAL EXPANSION SITE PLAN

APPENDIX I

CELL 12 CONSTRUCTION COST ESTIMATE

Gloucester County Improvement Authority
Phase VII Landfill Development - Gloucester County Solid Waste Complex
Construction Cost Estimate
CELL 12 (9.19 acres)

	Quantity	Units	Unit Cost	Total Cost
Earthwork & Geosynthetics				
Cell Subgrade				
Excavate, Load and Place (700 ft haul)	145,646	C.Y.	\$7.00	\$1,019,522.00
Fine Grading	44,480	S.Y.	\$0.20	\$8,896.00
Sand	29,700	TONS	\$10.00	\$297,000.00
Load & Haul	29,700	C.Y.	\$3.75	\$111,375.00
Spread	29,700	C.Y.	\$2.25	\$66,825.00
80 mil, Smooth HDPE	82,420	S.Y.	\$7.83	\$645,348.60
80 mil, Textured HDPE	6,540	S.Y.	\$7.83	\$51,208.20
GCL	88,960	S.Y.	\$5.85	\$520,416.00
8 oz Geotextile (non-woven)	625	S.Y.	\$3.50	\$2,187.50
Single Geocomposite	82,420	S.Y.	\$5.85	\$482,157.00
Double Geocomposite	6,540	S.Y.	\$6.12	\$40,024.80
			Subtotal A	\$3,244,960.10
Leachate Collection Pipe				
8" HDPE	810	L.F.	\$15.00	\$12,150.00
18" HDPE	60	L.F.	\$70.00	\$4,200.00
24" HDPE	285	L.F.	\$100.00	\$28,500.00
8" HDPE custom elbow	1	EACH	\$200.00	\$200.00
24" HDPE custom elbow	3	EACH	\$1,000.00	\$3,000.00
8" Endcap	1	EACH	\$100.00	\$100.00
24" Endcap	3	EACH	\$400.00	\$1,200.00
Drainage Aggregate	180	C.Y.	\$20.00	\$3,600.00
			Subtotal B	\$52,950.00
Pumphouse				
Leachate Pump Station & Vault	1	EACH	\$100,000.00	\$100,000.00
			Subtotal C	\$100,000.00
Leachate Conveyance				
4"/8" HDPE Containment Pipe	525	L.F.	\$58.00	\$30,450.00
Clean Sands (Pipe Bedding)	105	C.Y.	\$9.00	\$945.00
Stone Bedding	14	C.Y.	\$20.00	\$280.00
			Subtotal D	\$31,675.00
Miscellaneous				
Site Electrical	1	L.S.	\$75,000.00	\$75,000.00
Silt Fence	1,000	L.F.	\$3.50	\$3,500.00
Mobilization and Demobilization	1	L.S.	\$110,000	\$110,000.00
Control Layout	1	L.S.	\$30,000	\$30,000.00
Engineer's Field Office	1	EACH	\$15,000	\$15,000.00
			Subtotal E	\$233,500.00
			SUBTOTAL	\$3,631,690.10
			15 % CONTINGENCY	\$544,753.52
			21% Contractors Overhead & Profit	\$762,654.92
			CELL 12 TOTAL	\$4,939,098.54

**APPENDIX 2
LANDFILL UTILIZATION**

Gloucester County Solid Waste Complex
Historical and Projected Waste Quantities

Year	Other Waste Delivered (tons/yr.)	Ash Delivered (tons/yr.)	Waste Landfilled (tons/yr.)	Waste Landfilled (cu.yd./yr.)	Cover Soil (cu.yd./yr.)	Volume Consumed (cu.yd./yr.)	Cumulative Volume Consumed (cu.yd.)	Volume at Year Start (cu.yd.)	Volume Added (cu.yd.)	Phase Label	Volume at Year End (cu.yd.)
1987	163,320	0	163,320	220,780	86,357	307,137	307,137	0	1,150,000	I	842,863
1988	189,253	0	189,253	249,095	118,729	367,824	674,961	842,863			475,038
1989	202,035	0	202,035	275,676	97,733	373,409	1,048,370	475,039			101,630
1990	53,476	56,079	109,555	128,439	49,065	177,504	1,225,874	101,630	517,921	II	442,047
1991	27,501	62,539	90,040	66,340	46,642	112,982	1,338,856	442,047			329,065
1992	28,369	82,052	90,421	66,239	24,315	90,554	1,429,410	329,065			238,511
1993	22,679	66,469	89,148	51,837	26,836	78,673	1,507,883	238,511	589,380	III	749,418
1994	34,246	74,133	108,379	81,536	32,256	113,792	1,621,675	749,418			635,626
1995	31,592	73,379	104,971	57,347	33,321	90,668	1,712,343	635,626			544,958
1996	31,385	67,965	98,751	90,071	31,021	121,092	1,833,435	544,958			423,866
1997	39,904	71,096	111,000	102,049	43,681	145,730	1,979,165	423,866			278,136
1998	47,533	91,100	138,633	160,777	31,111	191,888	2,171,053	278,136			86,248
1999	436,334	103,420	539,754	539,754	41,517	581,271	2,752,324	86,248	671,480	IV	176,457
2000	612,827	182,695	795,422	795,422	28,375	823,797	3,576,121	176,457	525,000	V	-122,340
2001	149,908	230,275	380,183	380,183	51,555	431,738	4,007,859	-122,340	3,230,024	Vert. Exp.	2,675,946
2002	156,655	200,719	357,374	357,374	79,537	436,911	4,444,770	2,675,946			2,239,035
2003	188,808	314,120	502,928	502,928	70,224	573,152	5,017,922	2,239,035			1,665,883
2004	196,856	374,810	571,666	571,666	77,270	648,436	5,666,358	1,665,883			1,017,447
2005	216,451	265,071	481,532	481,532	63,512	545,044	6,211,402	1,017,447			472,403
2006	294,936	229,992	524,928	524,928	56,563	601,491	6,792,893	472,403	4,052,659	VI	4,640,274
2007	214,081	275,410	489,491	489,491	63,405	552,896	7,345,789	4,640,274			4,087,378
2008	268,770	269,197	537,967	537,967	60,268	598,236	7,944,024	4,087,378			3,489,143
2009	195,408	232,490	427,898	427,898	92,286	520,184	8,464,208	3,489,143			2,968,959
2010	213,348	283,282	496,630	496,630	66,777	563,407	9,027,615	2,968,959			2,405,552
2011	329,536	344,664	674,199	674,199	94,675	768,874	9,796,489	2,405,552			1,636,678
2012	281,511	434,046	715,557	715,557	48,948	764,505	10,560,994	1,636,678			872,173
2013	223,538	171,607	395,145	395,145	44,771	439,916	11,000,910	872,173	6,962,333	VII	7,394,590
2014	300,000	260,000	560,000	560,000	60,312	620,312	11,621,222	7,394,590			6,774,278
2015	300,000	260,000	560,000	560,000	60,312	620,312	12,241,534	6,774,278			6,153,966
2016	300,000	260,000	560,000	560,000	60,312	620,312	12,861,846	6,153,966			5,633,654
2017	300,000	260,000	560,000	560,000	60,312	620,312	13,482,158	5,633,654			4,913,342
2018	300,000	260,000	560,000	560,000	60,312	620,312	14,102,470	4,913,342			4,293,030
2019	300,000	260,000	560,000	560,000	60,312	620,312	14,722,782	4,293,030			3,672,718
2020	300,000	260,000	560,000	560,000	60,312	620,312	15,343,094	3,672,718			3,052,406
2021	300,000	260,000	560,000	560,000	60,312	620,312	15,963,406	3,052,406			2,432,094
2022	300,000	260,000	560,000	560,000	60,312	620,312	16,583,718	2,432,094			1,811,782
2023	300,000	260,000	560,000	560,000	60,312	620,312	17,204,030	1,811,782			1,191,470
2024	300,000	260,000	560,000	560,000	60,312	620,312	17,824,342	1,191,470			571,158
2025	300,000	260,000	560,000	560,000	60,312	620,312	18,444,654	571,158	3,175,964	VIII	3,126,810
2026	300,000	260,000	560,000	560,000	60,312	620,312	19,064,966	3,126,810			2,506,498
2027	300,000	260,000	560,000	560,000	60,312	620,312	19,685,278	2,506,498			1,886,186
2028	300,000	260,000	560,000	560,000	60,312	620,312	20,305,590	1,886,186			1,265,874
2029	300,000	260,000	560,000	560,000	60,312	620,312	20,925,902	1,265,874			645,562
2030	300,000	260,000	560,000	560,000	60,312	620,312	21,546,214	645,562			25,250
2031	300,000	260,000	560,000	560,000	60,312	620,312	22,166,526	25,250			0
Total	10,249,769	9,215,911	19,465,680	19,520,360	2,646,166	22,166,526			20,874,761		

Note: Density of msw and ash assumed at 2,000 lbs/cy for years 2010 to 2030.

Exhibit "B"
2014 Bonds
Financial Analysis

SOURCES AND USES OF FUNDS

Gloucester County Improvement Authority
Solid Waste Revenue Bonds, Series 2014
Level Debt Service Structure, No CAPI
-DRAFT-

Sources:

Bond Proceeds:	
Par Amount	5,570,000.00
Premium	223,883.55
<hr/>	
	5,793,883.55

Uses:

Project Fund Deposits:	
Project Fund	5,630,525.00
Delivery Date Expenses:	
Cost of Issuance	99,500.00
Underwriter's Discount	36,205.00
Credit Enhancement	25,000.00
	<hr/>
	160,705.00
Other Uses of Funds:	
Additional Proceeds	2,653.55
<hr/>	
	5,793,883.55

Note: - PRELIMINARY, SUBJECT TO CHANGE

BOND DEBT SERVICE

Gloucester County Improvement Authority
 Solid Waste Revenue Bonds, Series 2014
 Level Debt Service Structure, No CAPI
 -DRAFT-

Dated Date 04/03/2014
 Delivery Date 04/03/2014

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/31/2014			113,994.17	113,994.17	113,994.17
06/30/2015			115,275.00	115,275.00	
12/31/2015			115,275.00	115,275.00	230,550.00
06/30/2016	260,000	3.000%	115,275.00	375,275.00	
12/31/2016			111,375.00	111,375.00	486,650.00
06/30/2017	270,000	3.000%	111,375.00	381,375.00	
12/31/2017			107,325.00	107,325.00	488,700.00
06/30/2018	275,000	3.000%	107,325.00	382,325.00	
12/31/2018			103,200.00	103,200.00	485,525.00
06/30/2019	285,000	3.000%	103,200.00	388,200.00	
12/31/2019			98,925.00	98,925.00	487,125.00
06/30/2020	295,000	3.000%	98,925.00	393,925.00	
12/31/2020			94,500.00	94,500.00	488,425.00
06/30/2021	305,000	4.000%	94,500.00	399,500.00	
12/31/2021			88,400.00	88,400.00	487,900.00
06/30/2022	315,000	4.000%	88,400.00	403,400.00	
12/31/2022			82,100.00	82,100.00	485,500.00
06/30/2023	330,000	4.000%	82,100.00	412,100.00	
12/31/2023			75,500.00	75,500.00	487,600.00
06/30/2024	345,000	4.000%	75,500.00	420,500.00	
12/31/2024			68,600.00	68,600.00	489,100.00
06/30/2025	360,000	4.000%	68,600.00	428,600.00	
12/31/2025			61,400.00	61,400.00	490,000.00
06/30/2026	370,000	4.000%	61,400.00	431,400.00	
12/31/2026			54,000.00	54,000.00	485,400.00
06/30/2027	390,000	5.000%	54,000.00	444,000.00	
12/31/2027			44,250.00	44,250.00	488,250.00
06/30/2028	410,000	5.000%	44,250.00	454,250.00	
12/31/2028			34,000.00	34,000.00	488,250.00
06/30/2029	430,000	5.000%	34,000.00	464,000.00	
12/31/2029			23,250.00	23,250.00	487,250.00
06/30/2030	455,000	5.000%	23,250.00	478,250.00	
12/31/2030			11,875.00	11,875.00	490,125.00
06/30/2031	475,000	5.000%	11,875.00	486,875.00	
12/31/2031					486,875.00
	5,570,000		2,577,219.17	8,147,219.17	8,147,219.17

Note: - PRELIMINARY, SUBJECT TO CHANGE

BOND PRICING

Gloucester County Improvement Authority
 Solid Waste Revenue Bonds, Series 2014
 Level Debt Service Structure, No CAPI
 -DRAFT-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Premium (-Discount)
Bond Component:							
	04/01/2016	260,000	3.000%	1.350%	103.236		8,413.60
	04/01/2017	270,000	3.000%	1.670%	103.868		10,443.60
	04/01/2018	275,000	3.000%	2.030%	103.703		10,183.25
	04/01/2019	285,000	3.000%	2.460%	102.523		7,190.55
	04/01/2020	295,000	3.000%	2.830%	100.931		2,746.45
	04/01/2021	305,000	4.000%	3.120%	105.491		16,747.55
	04/01/2022	315,000	4.000%	3.350%	104.525		14,253.75
	04/01/2023	330,000	4.000%	3.510%	103.751		12,378.30
	04/01/2024	345,000	4.000%	3.650%	102.908		10,032.60
	04/01/2025	360,000	4.000%	3.790%	101.733 C	3.806%	6,238.80
	04/01/2026	370,000	4.000%	3.940%	100.491 C	3.948%	1,816.70
	04/01/2027	390,000	5.000%	4.080%	107.489 C	4.244%	29,207.10
	04/01/2028	410,000	5.000%	4.190%	106.558 C	4.369%	26,887.80
	04/01/2029	430,000	5.000%	4.290%	105.721 C	4.472%	24,600.30
	04/01/2030	455,000	5.000%	4.380%	104.974 C	4.559%	22,631.70
	04/01/2031	475,000	5.000%	4.470%	104.234 C	4.637%	20,111.50
		5,570,000					223,883.55

Dated Date	04/03/2014	
Delivery Date	04/03/2014	
First Coupon	10/01/2014	
Par Amount	5,570,000.00	
Premium	223,883.55	
Production	5,793,883.55	104.019453%
Underwriter's Discount	-36,205.00	-0.650000%
Purchase Price	5,757,678.55	103.369453%
Accrued Interest		
Net Proceeds	5,757,678.55	

Note: - PRELIMINARY, SUBJECT TO CHANGE

A3

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.A. 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.A. 40A:4-20) including this resolution total \$10,322,441.00.

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.A. 40A:4-20, the following is hereby authorized and approved:

1. An emergency temporary appropriation shall be:

GENERAL ADMINISTRATION

Legal Department – S&W	31,000.00
County Adjuster – S&W	2,000.00

PUBLIC WORKS FUNCTION

Roads & Bridges – S&W	100,000.00
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HEALTH AND HUMAN SERVICES

Division of Social Services – S&W	75,000.00
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UNCLASSIFIED

Prior Year Bills – OE	105,000.00
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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 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A4

**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 \$105,000.00, 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

Corrections – OE \$105,000.00

TRANSFER TO

Police and Fire Retirement System \$105,000.00

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 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AS

**RESOLUTION DETERMINING THE ANNUAL APPROPRIATION
FOR THE ESTABLISHMENT AND MAINTENANCE OF THE
GLOUCESTER COUNTY LIBRARY FOR THE YEAR 2014**

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the 2014 appropriation of the Gloucester County Library shall be Four Million Nine Hundred Thirty Five Thousand Five Hundred Sixty-Eight (\$4,935,568.00) Dollars. The amount to be assessed, levied and collected from the municipalities hereinafter mentioned who received the benefits of the Act of Legislation known as N.J.S.A. 40:3.3-9, to be assessed against all the said municipalities and levied and collected in the manner provided by law for the maintenance and upkeep of a library during the year 2014 shall be Four Million Five Hundred Sixty-Four Thousand Three Hundred Fifty-Five (\$4,564,355.00) Dollars. The County Treasurer's Office and the Board of Taxation is hereby authorized to make needed adjustments to the amount to be levied to reflect any changes in State Aid and other variables such as fund balance transfers, surplus transfers, and any line item transfers.

The following is a schedule of the municipalities herein referred to and receiving the benefits of said Act against which assessment is made and which is to be levied and collected in the manner aforesaid.

- | | |
|-----------------------|----------------------------|
| Borough of Clayton | Township of East Greenwich |
| Township of Elk | Borough of Glassboro |
| Township of Greenwich | Township of Harrison |
| Township of Logan | Township of Mantua |
| Borough of Newfield | Borough of National Park |
| Borough of Swedesboro | Township of South Harrison |
| Township of Woolwich | City of Woodbury Heights |

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALP

RESOLUTION AUTHORIZING AN EXTENSION OF THE CONTRACT WITH AUTHENTIC PROMOTIONS.COM FOR THE PURCHASE OF PROMOTIONAL ADVERTISING ITEMS FROM MARCH 25, 2014 TO MARCH 24, 2016

WHEREAS, the **COUNTY OF GLOUCESTER** (hereinafter the "County") adopted a Resolution on March 13, 2013 to contract with **AUTHENTIC PROMOTIONS.COM**, (the "Vendor") with offices at 6151 Fair Oaks Blvd., Carmichael, CA 95608, for the supply and delivery of advertising items for all using department throughout the County as per **PD-13-005**.

WHEREAS, the contract was executed on March 25, 2013 and provides that the County has the option to extend it for an additional two (2) year period, or two one (1) year periods; and

WHEREAS, the County Purchasing Director has recommended that the County exercise the option to extend the contract for an additional two (2) year period, thereby extending the term of the contract through March 24, 2016; and

WHEREAS, the continuation of this contract beyond December 31, 2014 is conditioned upon approval of the 2015 Gloucester County Budget and thereafter beyond December 31, 2015 upon approval of the 2016 Gloucester County Budget; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby exercise its option to extend the contract term with Authentic Promotions.com for the supply and delivery of advertising items for all using departments for an additional two (2) year period from March 25, 2014 to March 24, 2016 with all other terms and provisions of the original contract continuing in full force and effect for the duration of the extension.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A7

**RESOLUTION RECEIVING AND ACCEPTING THE BYLAWS OF THE
GLOUCESTER COUNTY EMERGENCY RESPONSE PREPAREDNESS ADVISORY
COUNCIL**

WHEREAS, the Gloucester County Board of Chosen Freeholders consider the health and safety of the general public as well as county and local first responders a critical responsibility of government and that the County Office of Emergency Management is uniquely structured to manage a The Gloucester County Hazardous Material Response Team (Hazmat Team) trained and equipped to protect life, property and the environment in this County when called upon; and

WHEREAS, acknowledging that the County continues to appeal to the job-creating manufacturing industry, and also considering the chemicals, compounds and industrial products manufactured elsewhere which travel through the County by truck and rail underscores the need for an elite Hazmat Team; and

WHEREAS, the Final Report of the Gloucester County Hazmat Inquiry Board recommended that the organizational structure of the Hazmat Team be reviewed in order to better integrate participating agencies and strengthen administrative oversight of the Team. To that end The Gloucester County Emergency Response Preparedness Advisory Council was established and it is necessary and appropriate for that Council to establish Bylaws for governance and operating procedures; and

WHEREAS, the Council adopted its bylaws on March 6, 2014 and submitted a specimen to the Board of Chosen Freeholders for its review and acknowledgment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Emergency Response Preparedness Advisory Council will provide input and support concerning the operation of the County Hazmat Team and that the attached Bylaws of the Council are hereby received and acknowledged.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 19, 2014, in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**GLOUCESTER COUNTY EMERGENCY RESPONSE PREPAREDNESS
ADVISORY COUNCIL
BYLAWS**

ARTICLE I NAME

The name of this group shall be the Gloucester County Emergency Response Preparedness Advisory Council hereinafter referred to as the Council.

ARTICLE II PURPOSE

Confirming its commitment to a positive relationship between County emergency response providers, municipal first responders and general public, the Freeholders formally established this Council by Resolution on December 27, 2013.

ARTICLE III OBJECTIVES

The objectives of the Council are:

- Facilitate effective communication between the Freeholders, the OEM, and the first responder community.
- Advise the Freeholders regarding Hazmat planning, training, and response capabilities.

Carrying out the function of a hazardous material team effectively depends planning, training, preparedness, and substantive, routine communication and cooperation between the leadership and rank and file of the team as well as fellow first responders and the community at large.

ARTICLE IV MEMBERSHIP

1. **Appointment.** Council members are appointed by the Freeholders using the parameters established in the creating Resolution dated December 27, 2013 and restated above.

2. **Term of Membership.** Members of the Council shall serve for one year and shall be appointed annually at the Freeholders' reorganization meeting.

3. **Ex officio Members.** The Freeholder Liaison to the County Department of Emergency Response shall be an ex officio member of the Council. The Liaison or his/her designee is a participant in all regular

Council meetings.

4. **Attendance.** All members are expected to be diligent in attending scheduled meetings. Any member who fails to attend three consecutive regular meetings without an adequate reason for such absences shall be removed from the Council.

5. **Resignation.** A member may resign at any time by giving written notice to the Freeholder Director or the Chair of the Council.

6. **Declaration of Vacancy.** A simple majority of the members present at any duly called meeting of the Council at which a quorum is present may recommend to the Chair that a vacancy be declared for a member for cause. Cause may include a member's failure to attend sufficient meetings or to properly discharge his or her responsibilities as a member of the Council. Vacancies created by such termination will be filled by the Freeholders at the request of the Chair.

7. **Conflict of Interest.** Should any member of the Council be financially or otherwise closely associated with any issue that comes before the Council, said member shall disqualify himself or herself from consideration of the issue but may nevertheless speak as a member of the public concerning the issue during the course of the matter, and his or her comments shall be considered by the CAB in the same manner as all other comments by members of the public.

8. **Privileges and Limitations of Membership.** The Council is an advisory group, and it has no power to establish policy nor does it have any role in the Gloucester County Hazmat Team's operations. Members serve on the Council voluntarily and are not considered Gloucester County employees nor are they entitled to benefits associated with employment by the County. Council members shall be bound by a requirement for confidentiality as a condition of appointment.

ARTICLE V OFFICERS

The officers of the Council shall include a Chair and a Vice Chair. The Chair and Vice Chair are appointed as such by the Freeholders. In the event of the resignation or removal of the Chair the Vice Chair will become the Chair, and a new Vice Chair will be appointed from the remaining members by the Freeholder Liaison.

ARTICLE VI DUTIES OF OFFICERS

1. **Duties of the Chair.** The Chair shall:

- Call and preside at meetings and ensure that meetings are in compliance with all rules governing the Council.
- Appoint committees as needed for specific projects, programs, events, activities, or as otherwise necessary to fulfill the Council's mission as stated in Article II and to carry out its objectives.
- Serve as an ex officio member of all committees.
- Be the spokesperson of the Council or designate someone to do so on issues that have been addressed by the Council.
- Coordinate the agenda, work with any Council member requesting that an item be placed on the agenda, and sign any documents regarding Council business.
- All requests for information and/documents from any County office shall be made in writing by the Chair.

2. Duties of the Vice Chair. The Vice Chair shall:

- Perform the duties of the Chair in the absence of the Chair.
- Act as an advisor to the Chair and perform such functions as are assigned by the Council.
- Fill any vacancy occurring in the office of Chair for the remainder of the term.

ARTICLE VII MEMBERSHIP RESPONSIBILITIES, PRIVILEGES, AND LIMITATIONS

1. The Council meets and confers with the Freeholder Liaison, County Administrator or their designee(s) concerning Hazmat Team needs, opportunities, and concerns, as well as the concerns of fellow first responders.
2. The Council participates in discussions, special projects, programs, events, activities, or acts as otherwise necessary to fulfill the Council's mission as set forth in Article II.
3. The Council is not empowered to establish policy or investigate charges or operational matters of the Hazmat Team, but is encouraged to submit recommendations to the Freeholder Liaison, Administrator, and OEM Director regarding policy, procedures, or safety issues as it deems necessary.

ARTICLE VIII COMMITTEES

The Council may create ad hoc committees as needed to carry out specific assignments or otherwise to accomplish the Council's mission and objectives. The chair of each such committee shall be a member of the Council.

ARTICLE IX QUORUM AND VOTING

1. **Quorum.** To conduct the regular business of the Council a simple majority of the current membership shall constitute a quorum.

2. **Actions.** All actions by the Council are preferred to be decided by consensus. If necessary, actions may be put before the members in the form of a motion, duly seconded and voted upon by at least a quorum of the members.

3. **Voting.** Voting is by voice or by show of hands at the discretion of the Chair. Votes may only be taken at a properly announced meeting at which a quorum is present. Unless otherwise provided in this document, the passage of any item shall require a simple majority vote of those in attendance. Each member present, including officers, shall be entitled to one vote. Voting by absentee ballot, proxy, facsimile transmission, or e-mail shall not be permitted.

ARTICLE X REGULAR MEETINGS

Meetings with the Freeholder Liaison will be scheduled quarterly. These meetings will be coordinated by his/her office. Notification of this regular quarterly meeting shall be provided to all members no less than seven days prior to said meeting. An agenda will be prepared for each meeting by the Chair. Any Council member may suggest that an item be placed on the agenda; however, the majority of the quorum present or the Chair will decide on agenda items. If the Chair and Vice Chair are both absent at any meeting of the Council, the Council will elect a Chair *pro tempore* to serve for that meeting.

ARTICLE XI SPECIAL MEETINGS

Special meetings for any purpose may be called by the Chair or the Vice Chair or by a majority of the Council members. Notification of all special meetings shall be posted no less than five days prior to said meetings. Special meetings shall be conducted in the same manner as the regular meeting but shall be limited to the conduct of business specifically set forth in the notice.

ADOPTED: _____ 2014

A8

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MARCH 2014**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending March 14, 2014; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending March 14, 2014.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending March 14, 2014, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending March 14, 2014, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

4

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH BUD CONCRETE, INC. IN THE AMOUNT OF \$13,870.20

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the County's roadway improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Public Works, Highway Project #13-15 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by Resolution on October 2, 2013 to Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, NJ 08080 in the amount of \$168,000.00; and

WHEREAS, the County Engineer has recommended *Change Order #01-Increase*, which will increase the amount of the Contract with Bud by \$13,870.20, resulting in a new total contract amount of \$181,870.20; and

WHEREAS, the said change order is necessitated by revision in quantities for an additional concrete ramp at the County Building and additional sidewalk quantities at the Veteran's Cemetery; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for *Change Order #01-Increase* with Bud in the amount of \$13,870.20, pursuant to C.A.F. #14-01738, which amount shall be charged against budget line item C-04-03-011-310-11203.

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

1. The hereinabove referenced *Change Order #01-Increase* to increase the County's Contract with Bud for the Project in the amount of \$13,870.20, resulting in a new total adjusted contract amount of \$181,870.20, is approved; and
2. The Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized 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 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

CHANGE ORDER NUMBER 1 INCREASE

PROJECT	13-15 Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrades
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Bud Concrete, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
SUPPLEMENTALS				
8S	Installation of ramp at County Building	1	\$3,000.00	\$3,000.00
				Total Supplemental
				\$3,000.00
EXTRAS				
6	Concrete Sidewalk, 4" Thick	178.2	\$61.00	\$10,870.20
				Total Extras
				\$10,870.20

Amount of Original Contract	\$168,000.00	Supplemental	\$3,000.00
Amount of Original Contract + Change Order No. 1	\$181,870.20	Extra	\$10,870.20
		Reduction	\$0.00
		Total Change	\$13,870.20

% Change in Contract 8.2561% Increase

Vincent M. Voltaggio 3-4-14
 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

Robert M. Damminger Date
 Freeholder Director

Maggie Wagner 3-4-14
 (Contractor) Date

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM #1 INCREASE**

- 1. Name & Address of Vendor: Bud Concrete Inc.
133 Sewell Road, Sewell NJ 08080
- 2. Description of Project or Contract: Miscellaneous Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County
- 3. Date of Original Contract: 10/2/2013
- 4. P.O. Number: 13-08186
- 5. Amount of Original Contract: ✓ \$168,000.00
- 6. Amount of Previously Authorized Change Orders \$0.00
- 7. Amount of this Change Order No. 1 ✓ \$13,870.20
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) ✓ \$181,870.20
- 9. Need or Purpose of this Change Order: Additional concrete ramp at County Building and additional sidewalk quantities at Veteran's Cemetery.

This change order requested by *[Signature]* on 3-4-14
(Department Head) (Date)

Accepted by *[Signature]* on 3-4-14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

To All Vendors:

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

C1

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

Certificate of Availability of Funds

TREASURER'S NO. 14-01738 DATE February 28, 2014

C-04-03-011-310-11203 (\$13,870.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

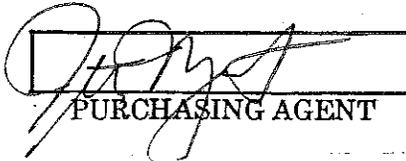
AMOUNT OF CERTIFICATION (\$13,870.00) COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Contract Change Order #01-Increase for additional concrete ramp at County Building and additional sidewalk quantities at Veteran's Cemetery, for the Engineering Project, "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Public Works, Highway Project #13-15 (Original Contract Passed by Resolution: October 2, 2013)

VENDOR: Bud Concrete, Inc.

ADDRESS: 133 Sewell Road
Sewell, NJ 08080


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

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-6-14

Meeting Date: March 19, 2014

C2

RESOLUTION TO CONTRACT CONSTRUCTION MANAGEMENT & INSPECTION SERVICES WITH T & M ASSOCIATES FOR RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD, FROM THORNWOOD DRIVE TO SEWELL STREET, THROUGH THE TOWNSHIP OF ELK AND BOROUGH OF GLASSBORO IN THE AMOUNT OF \$69,888.20

WHEREAS, the County of Gloucester (hereinafter the "County") has need for Construction Management and Inspection Services for an upcoming road project; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as the "Resurfacing and Safety Improvements to Buck Road, CR553 Section 2 from Thornwood Drive to Sewell Street, County Route 628 in the Township of Elk and Borough of Glassboro," Federal Project No. STP-0144(110) Construction, Engineering Project #13-03FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-014-010, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that T & M Associates (hereinafter "T & M"), with an office address of 1256 N. Church Street, Moorestown, NJ 08067-1129, made the most advantageous proposal to provide said services to the County for a total contract amount of \$69,888.20; and

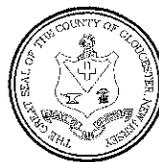
WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$69,888.20, pursuant to C.A.F. #14-01973, which amount shall be charged against budget line item C-04-13-012-165-12228.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with T & M for Construction Management and Inspection Services for the Project, as set forth in RFP-014-010, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of SIXTY-NINE THOUSAND EIGHT HUNDRED EIGHTY-EIGHT DOLLARS AND TWENTY CENTS (\$69,888.20), per the prices submitted in T & M's proposal dated February 4, 2014, and contingent upon approval by the New Jersey Department of Transportation; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

CA

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
T & M ASSOCIATES**

THIS CONTRACT is made effective this 19th day of **March 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **T & M Associates**, with offices at 1256 N. Church Street, Moorestown, NJ 08067-1129, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for Professional Engineering Services in the nature of Construction Management and Inspection Services required for the County's construction of the road improvement project known as "Resurfacing and Safety Improvements to Buck Road, CR553 Section 2 from Thornwood Drive to Sewell Street, County Route 628 in the Township of Elk and Borough of Glassboro," Federal Project No. STP-0144(110) Construction, Engineering Project #13-03FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-014-010 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

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

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed **\$69,888.20** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated February 4, 2014 (hereinafter the "Proposal").

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 014-010 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 49 CFR 18.36 (i)(1) to (13); including:

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. Compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that

specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to non-binding mediation.

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

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

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

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

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the

phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this 19th 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

T & M ASSOCIATES

By: _____

(Please Print Name)

ca

1256 North Church Street, Moorestown, NJ 08057
(856) 722.6700 * fax (856) 722.0175 * www.tandmassociates.com



TMOH-14038

February 4, 2014

Mr. Pete Mercanti, Director
Purchasing Department
County of Gloucester
One North Broad Street
Woodbury, NJ 08096

SUBJECT TECHNICAL PROPOSAL

**Construction Management & Inspection Services
For Resurfacing and Safety Improvements to Buck Road, CR553 Section 2
from Thornwood Drive to Sewell Street, County Route 628
in the Township of Elk and Borough of Glassboro
RFP #14-010**

Dear Mr. Mercanti:

T&M Associates (T&M) is pleased to respond to your Request for Proposal for the subject project. We have included one (1) original and five (5) signed copies of our technical proposal along with an original and five (5) copies of our fee proposal, packaged separately.

T&M has sufficient staff and is interested, available and qualified to provide the construction engineering and inspection services required by Gloucester County.

We have reviewed the scope of work as outlined in the Request for Proposal and believe that we can meet and exceed the County's expectations in providing the required construction management and inspection services.

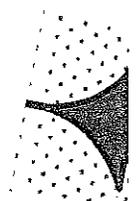
We are experienced and trained in verifying that constructed handicap ramps and sidewalks is in compliance with current ADA and NJDOT standards. Our team is equipped with smart levels and has received training to assure adherence with current standards. We understand the importance of this issue and the potential financial impacts with noncompliance.

We have assembled an experience team that has worked with Gloucester County as well as other New Jersey Counties. In addition our proposed team has worked together on many projects and is ready to be assigned to this project.

We thank you for the opportunity to submit our proposal and look forward to working with Gloucester County on this construction project. Please do not hesitate to contact either of us if you have any questions. We can be reached in our Moorestown office at 856-722-6700.

Very truly yours,
T&M Associates

Edwin J. Steck, P.E.
Senior Vice-President



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SOLID WASTE • TRANSPORTATION • WATER & WASTEWATER

Regional Offices in NEW JERSEY, PENNSYLVANIA and OHIO

1256 North Church Street, Moorestown, NJ 08057
(856) 722.6700 * fax (856) 722.0175 * www.tandmassociates.com



TMOH-14038

February 4, 2014

Mr. Pete Mercanti, Director
Purchasing Department
County of Gloucester
One North Broad Street
Woodbury, NJ 08096

SUBJECT: FEE PROPOSAL
Construction Management & Inspection Services
for Resurfacing and Safety Improvements to Buck Road, CR553 Section 2
from Thornwood Drive to Sewell Street, County Route 628
in the Township of Elk and Borough of Glassboro
RFP #14-010

Dear Mr. Mercanti:

In response to your request for proposal, T&M Associates (T&M) is pleased to submit one (1) original and five (5) signed copies of our cost proposal for the subject project.

T&M has outlined our fee for the services proposed in our Technical Scope of Work for the fee of **\$69,888.20**. A task by task breakdown of this fee, including hourly rates and manhours, follows.

If you have any questions or require any clarification regarding our fee structure, please do not hesitate to call me at 856-722-6700.

Very truly yours,

T&M ASSOCIATES

A handwritten signature in black ink, appearing to read 'Edwin J. Steck', written over a white background.

Edwin J. Steck, P.E.
Senior Vice-President

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FeePROPOSAL



CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
 Construction Management & Inspection Services for Resurfacing and Safety Improvements to Buck Road, CR 553, Section 2 from Thornwood drive to Sewell Street, County Route 628, in the Township of Elk and Borough of Glassboro, Gloucester County, NJ

T&M LABOR

	Principal	Project Manager	Resident Representative	T&M Direct Labor
TASK 1 - PRE-CONSTRUCTION MEETING				
Subtotal Hours	2	8	8	18
Subtotal Cost	\$120.00	\$468.56	\$276.64	\$865.20
TASK 2 - SUBMITTALS REVIEW				
Subtotal Hours	0	40	0	40
Subtotal Cost	\$0.00	\$2,342.80	\$0.00	\$2,342.80
TASK 3 - PAYMENT APPLICATIONS				
Subtotal Hours		9	0	9
Subtotal Cost	\$0.00	\$527.13	\$0.00	\$527.13
TASK 4 - CONSTRUCTION OBSERVATIONS & COORDINATION OF UTILITIES RELOCATIONS				
Subtotal Hours		120	340	460
Subtotal Cost	\$0.00	\$7,028.40	\$11,757.20	\$18,785.60
TASK 5 - REVIEW CHANGE ORDERS & CLAIMS				
Subtotal Hours		20		20
Subtotal Cost	\$0.00	\$1,171.40	\$0.00	\$1,171.40
TASK 6 - AS-BUILT, RECORD DRAWINGS				
Subtotal Hours	0	3	3	6
Subtotal Cost	\$0.00	\$175.71	\$103.74	\$279.45
TASK 7 - CLOSE_OUT				
Subtotal Hours	2	20		22
Subtotal Cost	\$120.00	\$1,171.40	\$0.00	\$1,291.40
	TOTAL MAN HOURS	220	351	575
	DIRECT LABOR RATES	\$58.57	\$34.58	
	TOTAL LABOR COST	\$12,885.40	\$12,137.58	\$25,262.98

TOTAL DIRECT LABOR	\$25,262.98
GENERAL ADMIN OVERHEAD 150%	\$37,894.47
SUBTOTAL	\$63,157.45
Fixed Fee 10%	\$6,315.75
SUBCONTRACTORS	\$0.00
NON-HOURLY COSTS	\$415.00
GRAND TOTAL	\$69,888.20



2014 Schedule of Hourly Billing Rates

Billing Titles	Billing Rate/Hour
Jr. Technical Staff Administrative Support Staff	\$75.00
Field Staff Professional Entry Level	\$89.00
Technical Staff Jr. Professional Staff	\$127.00
Professional Staff Senior Technical and Field Staff	\$137.00
Senior Professional Staff Supervising Technical Staff	\$147.00
Supervising Professional Staff	\$160.00
Principal Division Manager Corporate Manager	\$167.00
Survey	
Survey Crew 1 Party Chief Senior Party Chief w/Robotic Equip.	\$147.00
Survey Crew 2 Party Chief or Senior Party Chief with 1 Survey Technician	\$189.00
Survey Crew 3 Party Chief or Senior Party Chief with 2 Survey Technicians	\$224.00
	Billing Basis: Fixed Rate for Each Billing Title

Title-M-2014

T&M occasionally uses part-time and temporary staff to meet peak workload demands and these staff will be billed in accordance with the rate schedule above.

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-14-010 Engineering Design Services Buck Road Sect. II- T&M

<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. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> T&M has provided qualified personnel that have performed extremely well on other similar County Federal Projects. Mr. Steck, Mr. Calderon are both PEs and have very good knowledge of County & Federal Procedures. Mr. Faustino is a Nicet III and also has very good working knowledge of County and Federal Procedures.</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">29</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> T&M has performed very well on many similar Federal Projects for the County. They have experience with the requirements set by Federal Agencies for these projects as well as knowledge of County Procedures. T&M have worked well to ensure that proper construction procedures are followed on these projects. Two good examples are Winslow Road Bridge and Woodbury Glassboro Road Resurfacing.</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">29</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>35</u> points. T&M has provided a very good RFP that is easy to follow. They have a good understanding of the scope of work and provided a plan for performing the work required to meet the Federal Standards for this project. Mr. Calderon and Mr. Faustino both have excellent knowledge of federal process as well as County procedures. T&M has provided a good listing of tasks that are required and how each will be completed.</p>	<p style="text-align: center;">34</p>
	<p style="text-align: center;">97</p>

C2

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

Certificate of Availability of Funds

TREASURER'S NO. 14-01973 DATE March 06, 2013
C-04-13-012-165-12228 (\$69,888.20)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$69,888.20) COUNTY COUNSEL Emmett E. Primas
Matthew P. Lyons, Esq.

DESCRIPTION: Professional Services Contract for Construction Management & Inspection Services per RFP-014-0009 for the project "Construction Management & Inspection Services for Resurfacing and Safety Improvements to Buck Road, CR553 Section 2 from Thornwood Drive to Sewell Street, County Route 628 in the Township of Elk and Borough of Glassboro," Federal Project No. STP-0144(110) Construction, Engineering Project #13-03FA

VENDOR: T & M Associates

ADDRESS: 1256 N. Church Street
Moorestown, NJ 08067-1129

Vincent M. Voltaggio 3-7-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-11-14

Meeting Date: March 19, 2014

RESOLUTION TO CONTRACT CONSTRUCTION MANAGEMENT & INSPECTION SERVICES WITH CME ASSOCIATES INC. FOR THE RESURFACING AND SAFETY IMPROVEMENT PROJECT TO HARRISON STREET FROM THE NEW JERSEY TURNPIKE OVERPASS TO STATE HIGHWAY ROUTE 45 IN THE TOWNSHIPS OF MANTUA AND EAST GREENWICH IN THE AMOUNT OF \$49,956.81

WHEREAS, the County of Gloucester (hereinafter the "County") has need for Construction Management and Inspection Services for a specific road project; and

WHEREAS, this need for such professional services is relative to the County's road improvement project known as the "Resurfacing and Safety Improvements to Harrison Street, aka Mantua Road, CR678 from the New Jersey Turnpike overpass to State Highway Route 45 in the Townships of Mantua and East Greenwich," Federal Project No. STP-0164(102) Construction, Engineering Project #13-02FA (hereinafter the "Project"); and

WHEREAS, the County requested proposals for such professional services, via RFP-014-009, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

WHEREAS, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that CME Associates, Inc. (hereinafter "CME"), with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, made the most advantageous proposal to provide said services to the County for a total contract amount of \$49,956.81; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$49,956.81, pursuant to C.A.F. #14-01972, which amount shall be charged against budget line item C-04-13-012-165-12233.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest a contract with CME for Construction Management and Inspection Services for the Project, as set forth in RFP-014-009, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of FORTY-NINE THOUSAND NINE HUNDRED FIFTY-SIX DOLLARS AND EIGHTY-ONE CENTS (\$49,956.81), per the prices submitted in CME's proposal dated February 4, 2014, and contingent upon approval by the New Jersey Department of Transportation; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CME ASSOCIATES INC.**

THIS CONTRACT is made effective this 19th day of **March 2014**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **CME Associates Inc.**, with offices at, with an office address of 3141 Bordentown Avenue, Parlin, NJ 08859-1162, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for Professional Engineering Services in the nature of Construction Management and Inspection Services required for the County's construction of the road improvement project known as "Resurfacing and Safety Improvements to Harrison Street, aka Mantua Road, CR678 from the New Jersey Turnpike overpass to State Highway Route 45 in the Townships of Mantua and East Greenwich," Federal Project No. STP-0164(102) Construction, Engineering Project #13-02FA (hereinafter the "Project"); and

WHEREAS, the County issued RFP-014-009 for the said construction management and inspection services, to which the Contractor responded; and

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

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

TERMS OF AGREEMENT

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

2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed **\$49,956.81** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated February 4, 2014 (hereinafter the "Proposal").

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

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

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason

of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the County's RFP 014-009 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 49 CFR 18.36 (i)(1) to (13); including:

1. Specifically reserving the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. Termination of this contract for cause or convenience including the manner by which it will be effected and the basis for settlement.
3. Compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).
4. Compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR 3).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR 5).
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR 5).
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books,

documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three (3) years after final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. Act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

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

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

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

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

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

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

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

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

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

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County.

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

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

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

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

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

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

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

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

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

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

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

Either party to this Contract may demand that a dispute concerning whether a party has

failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

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

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

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

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

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1)

a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

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

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

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

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

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

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

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

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

Rules of Court of the State of New Jersey.

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

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

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

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

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

THIS CONTRACT is effective as of this **19th** 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

CME ASSOCIATES INC.

By: _____

(Please Print Name)

C3

JOHN H. ALLGAIER, 1983-01
DAVID J. SAMUEL, P.E., P.P.
JOHN J. STEFANI, P.E., L.S., P.P.
JAY B. CORNELL, P.E., P.P.
MICHAEL J. McCLELLAND, P.E., P.P.
GREGORY R. VALES, P.E., P.P.



TIMOTHY W. GILLEN, P.E., P.P.
BRUCE M. KOCH, P.E., P.P.
LOUIS J. PLOSKONKA, P.E.
TREVOR J. TAYLOR, P.E., P.P.
BEHRAM TURAN, P.E., LSRP

Date Due: February 4, 2014

County of Gloucester
Purchasing Department
Two South Broad Street
Woodbury, NJ 08096

Attn: Mr. Pete Mercanti, Director

Re: **RFP #14-009**
Technical Proposal for Construction Management & Inspection
Services for Resurfacing and Safety Improvements to Harrison Street, aka
Mantua Road, CR 678 from the New Jersey Turnpike Overpass to
State Highway Route 45 in the Townships of Mantua and East Greenwich

Dear Mr. Mercanti:

In response to your Request for Proposals, we are pleased to submit the enclosed Technical Proposal and separate Cost Proposal for Construction Management and Inspection Services for Resurfacing and Safety Improvements to Harrison Street, aka Mantua Road, CR 678 from the New Jersey Turnpike Overpass to State Highway Route 45 in the Townships of Mantua and East Greenwich.

We thank you for your consideration of CME Associates for this important and challenging project. We feel that our firm and staff possess the resources, experience and expertise necessary to successfully provide the services required for this project, and are confident that your review of our Technical Proposal will demonstrate this. We have successfully completed hundreds of projects similar to those described in this Request for Proposal.

CME Associates takes great pride in its commitment to personal service and its ability to successfully address its clients' needs. We possess a high degree of familiarity with the construction aspects of this type of project, and feel confident in our firm's ability to administer the construction in a thorough and complete manner. We have completed many similar projects over the past 31 years and bring that experience and our commitment to every project we perform. Our experience includes the successful completion of federally funded projects for Gloucester County and we are fully familiar with the requirements of Federal funding and the procedures of the County. We are currently providing construction phase services for the federally funded Egg Harbor Road Phase 1 project for the County.

An experienced team is critical to the success of any project. Our proposed team has significant experience with the construction inspection of similar projects, and your review of the resumes included will demonstrate that the CME Project Team is highly qualified and well

CONSULTING AND MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE • PARLIN, NEW JERSEY 08859-1162 • (732) 727-8000





Mr. Peter Mercanti, Director
County of Gloucester
RFP# 14-009
Date Due: February 4, 2014
Page 2

experienced. We have successfully completed the Construction Inspection Services for several Gloucester County projects.

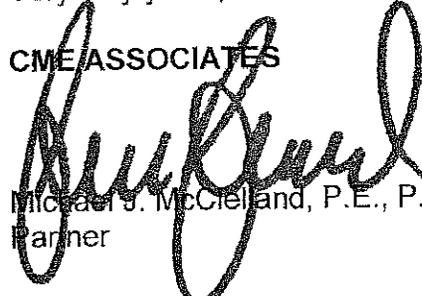
In accordance with the Request for Proposals (RFP), we have enclosed one (1) original and five (5) copies of this Technical Proposal, including our proposed scope of work, resumes of the Project Team, necessary administrative information, supplemental information about CME Associates, and the required Proposal Checklist, and one (1) original and five (5) copies of our separate Cost Proposal.

We look forward to your review of our Technical and Cost Proposals and are ready to make a verbal presentation to the County when requested.

Thank you again for your consideration of our services, and should you have any questions concerning same, please do not hesitate to contact us for further review or clarification.

Very truly yours,

CME ASSOCIATES


Michael J. McClelland, P.E., P.P., C.M.E.
Partner

MJM/jmn



Gloucester County RFP 14-009
 Resurfacing and Safety Improvements to Harrison Street, aka Mantua Road, CR 678 from the
 NJ Turnpike Overpass to State Highway Route 45
 Townships of Mantua and East Greenwich



Cost Proposal for Construction Phase Services
CME Associates

TASK	DESCRIPTION	Partner	Project Manager	Professional Engineer	Project Engineer	Design Engineer	Field Inspector	Clerical	Subtotal
1	PRE-CONSTRUCTION	1	4	11	2	4	6	2	30
2	CONSTRUCTION PHASE	1	26	122	12	18	176	4	359
3	PROJECT CLOSEOUT	1	13	72	14	12	16	2	130
TOTAL HOURS		3	43	205	28	34	198	8	519
	DIRECT SALARY RATE* (2014)	\$ 75	\$ 80.50	\$ 40.83	\$ 31.75	\$ 26.00	\$ 33.50	\$ 24.50	\$ 20,658.65
	SUBTOTAL DIRECT LABOR	\$ 225	\$ 3,461.50	\$ 8,370.15	\$ 889.00	\$ 884.00	\$ 6,633.00	\$ 196.00	

NJDOT APPROVED OVERHEAD RATE 176.40%

OVERHEAD \$ 23,840.08
 LABOR SUBTOTAL \$ 44,498.73

FIXED FEE FACTOR (OF DL) 0.24
 FIXED FEE \$ 4,958.08
 ESTIMATED EXPENSES \$ 500.00

TOTAL ESTIMATED FEE \$ 49,956.81

ESTIMATED REIMBURSABLE EXPENSES	AMOUNT
FIELD SUPPLIES	\$ 100.00
PRINTING COSTS	\$ 200.00
SPECIAL DELIVERY COSTS	\$ 200.00
SUBTOTAL EXPENSES	\$ 500.00

*Direct Salary Rate shown is an estimated average annual salary rate of the employees proposed to be assigned to this project. Billing will be on an hourly basis of the actual salary rate of the employees assigned to this project.

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-14-009 Engineering Design Services Harrison Street CR 678- CME

<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. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> CME has provided a personnel that have performed extremely well on other similar County Federal Projects. Mr. Coates, Mr. Benatti are both PEs and have very good knowledge of County & Federal Procedures</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">29</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> CME has performed well on many similar Federal Projects for the County. They have experience with the requirements set by Federal Agencies for these projects and have worked well to enforce the proper inspection on these projects. Two good examples are Buck Road Phase one and Egg Harbor Road Phase I</p> <p style="text-align: center;"><u>30</u> points.</p>	<p style="text-align: center;">30</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>35</u> points. CME has provided a very good plan for performing the work required to meet the Federal Standards for this project. Mr. Benatti and Mr. Coates both have excellent experience with the federal process. CME has demonstrated a very good project understanding for this project, and has provided a good listing of tasks that are required and how they will be completed.</p>	<p style="text-align: center;">34</p>
	<p style="text-align: center;">98</p>

C3

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

Certificate of Availability of Funds

TREASURER'S NO. 14-01972 DATE March 06, 2013
C-04-13-012-165-12233 (\$49,956.81)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$49,956.81) COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION:

Professional Services Contract for Construction Management & Inspection Services per RFP-014-0009 for the project "Resurfacing and Safety Improvements to Harrison Street, aka Mantua Road, CR678 from the New Jersey Turnpike overpass to State Highway Route 45 in the Townships of Mantua and East Greenwich," Federal Project No. STP-0164(102) Construction, Engineering Project #13-02FA
--

VENDOR: CME Associates Inc.

ADDRESS: 3141 Bordentown Avenue
Parlin, NJ 08859-1162

V. M. Voltaggio 3-7-14
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED

<u>[Signature]</u>

PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-11-14

Meeting Date: March 19, 2014

**RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE INC.
FOR THE SUPPLY, DELIVERY AND OVERLAY OF HOT MIX ASPHALT
MATERIALS (HMA) FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED
\$1,000,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract on April 4, 2012 with South State Inc., for the supply, delivery and overlay of hot mix asphalt materials (HMA), as per Line Item #1 at \$60.70; Line Item #2 at \$61.70 and Line Item #3 at \$60.00, as per Bid PD#012-005. The contract provided the County with the option to extend for a two year term or for two (2) one year terms; and

WHEREAS, the County exercised the first option to extend the contract for one year by Resolution dated March 13, 2013 extending the contract through April 3, 2014 in an amount not to exceed \$1,000,000.00; and

WHEREAS, the County Public Works Department has recommended exercising the final one year option to extend for the said contract through April 3, 2015 in an amount not to exceed \$1,000,000.00 for this extension term; and

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

WHEREAS, this contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2014 is conditioned upon the approval of the 2015 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its final option to extend its aforesaid contract with South State Inc., for the supply, delivery and overlay of hot mix asphalt materials (HMA) in accordance with Bid PD#012-005 for an additional one year period through April 3, 2015 in an amount not to exceed \$1,000,000.00 for the extended term and that the County's Purchasing Agent is hereby directed to inform South State Inc. of the extension; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which 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 Wednesday, March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

65

RESOLUTION EXTENDING THE CONTRACT WITH SOUTH STATE INC. FOR MILLING AND PROFILING SERVICES FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED \$500,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract on March 13, 2013 with South State Inc., for milling and profiling services, as per Bid PD#013-006. The contract provided the County with the option to extend for one (1) two year period or two (2) one year periods; and

WHEREAS, the County's Public Works Department has recommended exercising the option to extend the contract for one year through March 12, 2015 in an amount not to exceed \$500,000.00 for the extension term; and

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

WHEREAS, the contract is open ended, which does not obligate the County to make any purchase, therefore no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2014 is conditioned upon the approval of the 2015 County Budget.

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 its aforesaid contract with South State Inc., for the furnishing of milling and profiling services in accordance with Bid PD#013-006 for an additional one (1) year period from March 13, 2014 to March 12, 2015 in an amount not to exceed \$500,000.00 for the extended term and that the County's Purchasing Agent is hereby directed to inform South State Inc. of the extension; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which 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 Wednesday, March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CL

RESOLUTION TERMINATING SPECIFIC COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENTS/EXTENSIONS WITH THE BOROUGHS OF WESTVILLE AND PITMAN

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 5, 2014, granting one year extensions to Community Development Block Grant Agreements between the County of Gloucester and various municipalities, including the Borough of Westville (hereinafter "Westville") for replacement of a traffic signal to current DOT and County specifications, and the Borough of Pitman (hereinafter "Pitman") for flood/storm drainage improvements to 8th and 9th Avenues; and

WHEREAS, the agreements and/or extensions need to be terminated with:

- (1) Westville due to multiple programming and logistical complications with the project; and
- (2) Pitman where the project was erroneously described as flood drainage improvements on 8th and 9th Avenues.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the agreements/extensions with the Boroughs of Westville and Pitman for the projects set forth in the February 5, 2014 Resolution are terminated. This shall not impact other extensions authorized by that Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR A FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$124,258.00 FROM MARCH 19, 2014 TO MARCH 18, 2015

WHEREAS, the County is entitled to Community Development Block Grant Entitlement Funds (CDBG) to be used in conjunction with a Community Development Program as specifically set forth in a Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, the County, as applicant, has primary responsibility for administering the Program and in conjunction with its Application, has provided certain assurances and certifications to HUD as required by the Act and by HUD; and

WHEREAS, the County, pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development Activities pursuant to the application to the municipalities located within the County; and

WHEREAS, Washington Township has proposed that roadway improvements along Mayfair Avenue from Woodlawn Avenue to Laurel Avenue be carried out pursuant to an approved public facilities project with the use of CDBG funds, in the amount of \$124,258.00 pursuant to CAF#14-02136, which amount shall be charged against line item T-03-08-813-170-21218; and

WHEREAS, the term of this Agreement is from March 19, 2014 to March 18, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and hereby is authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Agreement with Washington Township to administer CDBG funds for roadway improvements along Mayfair Avenue from Woodlawn Avenue to Laurel Avenue for a contract amount of \$124,258.00 from March 19, 2014 to March 18, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on March 19, 2014 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

HUD GRANT NO: B-13-UC-34-0109
AMOUNT: **\$124,258.00**
GC AGREEMENT NO: CD-13-PF#7

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
Township of Washington**

THIS AGREEMENT, made and entered into on the **19th** day of **March, 2014** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County", and the Township of Washington, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2013** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2013/2014** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Township of Washington** for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than March 18, 2015.

Subrecipient shall be paid in accordance with this Agreement 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 Subrecipient 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 Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the "Common Rule" provisions for governmental entities (24 CFR Part 85) or with the "Common Rule" provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. "Force Account" Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
6. Record Keeping/Reporting
 - A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the "Common Rule" provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

- B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Services" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **March 18, 2015**.

20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Township of Washington

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **Robert M. Damming**, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA**, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Township of Washington
 523 Egg Harbor Road
 Turnersville, NJ 08012

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph 0

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Township of Washington**

Activity Name: **Street Reconstruction of Mayfair Avenue from Woodlawn to Laurel Avenues**

Activity Number: **CD-13-PF#7**

ACTIVITY DESCRIPTION

- The total **PY 2013/2014 CDBG** budget for this activity shall not exceed: **\$124,258.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **March 18, 2015**. The Agreement is for reconstruction of Mayfair Avenue from Woodlawn Avenue to Mount Laurel Avenue and miscellaneous ADA Improvements in the Mayfair area.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

07

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

Certificate of Availability of Funds

TREASURER'S NO. 14-02136

DATE 3/11/14

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Planning
T-03-08-813-170-21218

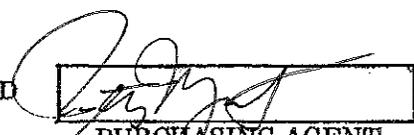
AMOUNT OF CERTIFICATION \$124,258.00 COUNTY COUNSEL Emmett Primas

DESCRIPTION: Agreement with the Township of Washington For a Roadway Improvement to Mayfair Ave from Woodlawn to Laurel Ave pertinent to an approved Public Facilities project. Term 3/19/2014 - 3/18/2015. Amount \$124,258.00

VENDOR: Township of Washington

ADDRESS: PO Box 1106
Turnersville, NJ 08012

Richard Watergard
DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-13-14

CS

**RESOLUTION AMENDING THE TERM OF THE SHARED SERVICES
AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY
TO SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on February 5, 2014 authorizing the execution of Shared Services Agreement with the Housing Authority of Gloucester County for the management of its TBRA Program commencing February 5, 2014 to February 4, 2015; and

WHEREAS, the term needs to be amended to September 1, 2013 through August 31, 2014 to reflect conformity with the grant terms of the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, all terms and provisions of the previously executed Shared Services Agreement, with the exception 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 Freeholder Director be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Amendment to the Shared Services Agreement between the County of Gloucester and the Housing Authority of Gloucester County for the management and/or administration of the TBRA Program to September 1, 2013 through August 31, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CF

**AMENDMENT TO THE SHARED SERVICES AGREEMENT
WITH
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

THIS IS AN AMENDMENT to a contract originally entered into on the 5th day of February, 2014, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as **"County"** and the **Housing Authority of Gloucester County**, with offices at 100 Pop Moylan Boulevard, Deptford, New Jersey, hereinafter referred to as **"Local Unit"**.

In further consideration of the mutual promises made by and between the Local Unit and County in the above-described contract, the Parties hereby agree to amend the contract as follows:

The Shared Services Agreement term is being amended from February 5, 2014 through February 4, 2015 to September 1, 2013 through August 31, 2014 to maintain conformity with US Department of Housing and Urban Development (HUD) grant term.

All other terms and provisions of the Shared Services Agreement shall remain in full force and effect.

THIS AMENDMENT is effective as of the 1st day of September, 2013.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**HOUSING AUTHORITY OF
GLOUCESTER COUNTY**

By:
Title:

RESOLUTION AWARDING A CONTRACT TO THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SUMMER EMPLOYMENT SERVICES FOR "AT RISK" YOUTH FROM APRIL 1, 2014 TO SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$112,367.10

WHEREAS, the County of Gloucester County ("County"), a designated workforce area, pursuant to the Workforce Investment Act of 1998, has the need to create employment activities for "at risk youth" during the summer of 2014; and

WHEREAS, the County requested proposals, via RFP #014-012 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Gloucester County Institute of Technology ("GCIT"), 1360 Tanyard Road, Sewell, New Jersey, 08080 made the most advantageous proposal; and

WHEREAS, the GCIT shall be responsible for providing a summer work program and activities for "at risk youth"; and

WHEREAS, compensation for the aforesaid services shall be in an amount not to exceed \$112,367.10 from April 1, 2014 to September 30, 2014; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

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 a contract with the Gloucester County Institute of Technology for the provision of summer youth employment activities from April 1, 2014 to September 30, 2014 in an amount not to exceed \$112,367.10; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of April, 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 the **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, located at 1360 Tanyard Road, Sewell, NJ, 08080, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of services for “at risk” youth within the County of Gloucester, as more particularly set forth in **RFP-014-012**; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County’s fair and open competitive contracting as per State Statute 40A:11-4.1; and

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

WHEREAS, 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 April 1, 2014 and concluding September 30, 2014.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of Zero and a maximum contract amount of **\$112,367.10**, pursuant to the proposal submitted by the Contractor dated February 24 2014. Therefore this contract is open ended, which does not obligate the County of Gloucester to make any purchase. Services will be billed at the rate cited in the proposal.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by 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 in the County's **RFP-014-012**, Attachment A, Attachment B and Vendor's responsive proposal dated February 24, 2014, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and **RFP-014-012**, this contract shall prevail.

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

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

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

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

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

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

5. **LICENSING 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 Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, 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. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

Sec. 306- Clean Air Act (42 USC 1857(h))
Sec. 508- Clean Water Act (33 USC 1368)
Environmental Protection Regs. 40CFR Part 15
Energy Policy and Conservation Act 89 Stat.891

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 authorized County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS**. This Contract consists of this Contract document, Attachment A, Attachment B and RFP-014-012 issued by the County of Gloucester and Vendor's responsive proposal dated February 24, 2014. Should there occur a conflict between this form of contract and RFP-014-012, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-014-012, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 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:

GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY

MICHAEL DICKEN, SUPERINTENDANT

**2014 Summer Youth Program
High School Seniors Ages 17-21
(April 1, 2014 through September 30, 2014)**

The Gloucester County Institute of Technology will provide soft skills and workplace experiences for its 2014 Youth Summer Program. The program serves youth participants ages 17-21 by providing opportunities to receive coaching and mentoring, gain career exposure and develop employability skills through training coupled with real world work experience during the six to seven weeks of the summer.

The goals of the Summer Youth Employment Program are to:

- 1) Provide career-oriented summer employment placements for youth ages 17-21
- 2) Help young people develop transferable skills to increase employability through job readiness training.
- 3) Provide youth with professional guidance, training, and supervision.
- 4) Provide youth with the opportunity to attend educational workshops, participate in health and fitness activities and other life enriching experiences.

I. The training site locations will include the following:

Gloucester County Education Campus

1. Gloucester County College, 1400 Tanyard Road, Sewell, NJ 08080;
2. Youth One Stop, College Services Building, 6 Barnsboro-Blackwood Road, Sewell, NJ 08080;
3. Gloucester County Institute of Technology, 1360 Tanyard Road, Sewell, NJ 08080;
4. Bankbridge Regional School, 870 Bankbridge Road, Sewell, NJ 08080;
5. Bankbridge Elementary School, 850 Bankbridge Road, Sewell, NJ 08080;
6. Bankbridge Development Center, 550 Salina Road, Sewell, NJ 08080.

II. Recruitment:

The administration and staff will present to the guidance directors, counselors, child study team directors, and principals throughout the county, with distinct attention to the “pockets of poverty” districts, by networking with Gloucester County High Schools until the student roster is complete.

We will distribute information flyers within the county via Gloucester County High Schools. Additionally, we will submit information to the Gloucester County Times for their “Community” posting.

III. Selection and Assessment: (Application and Intake Process)

The program will be targeting seniors that will graduate high school in June, 2014 that meet all the WIA eligibility requirements. Every student who wishes to enroll in the One-Stop Summer Youth Program would be required to fill out an application. Applications will be located in the Youth One Stop Building and the Guidance and Child Study team offices at GCIT for pick up by the public. Applications may also be mailed and emailed upon request. Once the completed application is received back, the application will be reviewed to certify if the person meets all the WIA eligibility requirements. Original copies of all student paperwork will be kept in the student's permanent file under lock and key in the GED Facilitator's Office.

IV. Educational Services:

All students will participate in a pre-vocational class where they will receive instruction designed to prepare the student for transition to adult life. Student's interest and career aptitude will determine each student's focus on post-secondary education, vocational training, or employment opportunities. Educational seminars for students might include the following topics:

Resume Writing Seminar –Create a basic resume, update a current resume and learn basic strategies in resume writing.

Dress for Success Seminar –Students will learn the “do’s” and “don’ts” of how to dress for an interview. Learn the importance of making a good first impression. Tips on appropriate workplace attire.

Employment Search Seminar –Learn how to find the best online employment sites. How to find job openings at specific locations, how to apply online or in person. Tips on filling out applications. Students will be transported to the Youth One Stop building at 6 Barnsboro-Blackwood Road in Sewell to take advantage of the computer/internet services.

V. Soft Skills to be provided:

Students will be provided with various skills that might include: effective communication skills, demonstrating positive attitudes/behaviors, how to be a team player, and problem solving. An educational seminar will be included for students to learn the importance of two way communication as it pertains to the workplace in participating in fun group activities. Learn how to read non-verbal cues from others. Team building and problem solving techniques will also be discussed.

VI. Life Skills to be provided:

Activities will emphasize the following: ability to make career decisions, the use of labor market information, preparing a resume, filling out applications, interviewing skills, importance of punctuality and regular attendance, presenting appropriate appearance, and completing tasks effectively.

VII. Recreational Activities to be provided:

Students will participate in the recreational facilities of GCIT such as the gymnasium and fitness center are also available to students to increase their mental and physical well-being. Students will also participate in two incentive based trips such as Camden River Sharks and/or Funplex.

VIII. Work Activities:

Based on student enrollment and interest, the Youth Summer Program will offer the following work programs and locations:

1. Landscaping Work Program

Students will learn basic skills needed for the installation and care of landscaping/hardscaping materials. Topics will include: hardscaping layout, tool usage and safety.

2. **Paint Crew Work Program**
Students will learn the basic skills needed in the painting industry. Topics will include: safety, painting tools, and techniques.
3. **Culinary Arts Work Program**
Students will learn the basic skills used in the field of culinary. Topics will include: food safety, equipment usage, and lunch production.
4. **Commercial Building/Maintenance Work Program**
Students will learn the basic skills used in building maintenance including: tool usage, general building repair and maintenance.
5. **Staff Mentoring Program**
Students will learn clerical skill development which will include: filing non confidential data, telephone skills, file preparation, mailings and other various secretarial procedures.

IX. Support Services:

Support services will be provided to students from start to finish. While enrolled in the Youth One Stop Summer Program, students not only receive soft skills and workplace experiences; they have the opportunity to receive therapeutic counseling, and guidance from an experienced counselor. Students will also work with an employment specialist. School-Based Youth Services counselors are also available to provide counseling under certain circumstances. Teachers will use a daily point sheet to rate students on their soft skills, cooperation, timeliness, work skills, time on task, effort, etc. which will be used for assessment of the student's educational needs.

Supportive services such as interview clothing and public transportation vouchers are also available as needed. Students will be permitted to utilize the retail store on a regular basis throughout the week. Lunches will be provided daily to all attending students. Finally, our Transition Services provides an Employment Specialist for all students to identify and secure appropriate employment opportunities. The Employment Specialist will meet with students during the summer program and will also provide follow up services afterwards in order to continue to support students who are searching for employment and preparing for college or other post-secondary educational opportunities.

X. Time Frame/Exit Plan:

The program will run from **Monday, July 7, 2014, to Thursday, August 21, 2014**. It will operate four (4) days a week, Monday thru Thursday from 7:30 am to 3:30 pm with students working 7.5 hours a day (plus ½ hour for lunch) for a total of seven (7) weeks. During and upon completion of the Youth Summer Program, all students will meet with an Employment Specialist to review career/education goals and objectives. They will also meet with the Coordinator/Counselor to review their daily point sheets. The exit plan includes, at minimum, career/education advancement goals, life goals (college or vocational training or independent housing arrangements) along with an explanation and/or strategy on how these goals will be obtained.

XI. Ration of Teach to Student:

There will be One (1) teacher/staff member to each 10 students.

XII. End of Year Recognition Ceremony for Participating Youth:

An end of year/program barbeque will take place during the last week of the program. Students will be given certificates of their participation at this time.

XIII. Exit Plan:

Upon completion of credentials it is necessary that an exit plan be outlined for the youth. The exit plan must include goals and objectives. The exit plan should be part of the follow-up activities.

XIV. Follow-up Activities:

Students who complete the Youth Summer Program will receive periodic mailings, Facebook messages, texts, and phone calls from the Youth One Stop Employment Specialist for a period of 12 months after completion of the program. Enrolled students are also invited to all career and post-secondary education trips/information sessions.

ADDITIONAL EXPECTATIONS

1. All personnel who serve youth *MUST* have a background check.
2. All personnel must be “youth friendly” by reacting to youth in a positive manner.
3. Eligible high school youth will be recruited from the 17 school districts within Gloucester County, keeping in mind the districts with “pockets of poverty”.
4. Grade level and numerical level will be needed on all eligible participants.
5. Math and reading levels will be needed on all eligible participants.
6. All youth must receive their **HIGH SCHOOL DIPLOMA/GED and either OBTAIN EMPLOYMENT, ENTER THE MILITARY OR ENROLL IN ADDITIONAL EDUCATION/TRAINING** in order to be considered successful. Listed outcomes must be documented (diploma, paystubs, grades from education/training institution)
7. Youth must be followed for one year after end of summer program. During follow-up period staff should be working with student to obtain one of the elements listed in #6. Once the student is in one of the listed activities in #6, the youth must continue to be followed until end of original follow up year.

ARTICLE I – DEFINITIONS

- 1.1 **The Act/WIA:** The Workforce Investment Act, Public Law 105-220: 20 USC 9276(c) et seq., inclusive of all rules and regulations issued pursuant to the Act.
- 1.2 **Grantor/Department:** The County of Gloucester is authorized to act on behalf of the Workforce Area (WA) for activities under the Act.
- 1.3 **Workforce Investment Board (WIB):** As required under WIA and the Governor’s Executive Order No. 36, local partnerships of private and public sector participants that will provide coordination of planning, policy guidelines and oversight for all workforce readiness programs in a designated area.
- 1.4 **Allowable Youth Activities:** The range of services that may be offered and provided to eligible participants as set forth in section 129 of the Act, or in accordance with State guidelines.

- 1.5 **Basic Skills Deficient:** With respect to an individual, means that the individual has English reading, writing or computing skills at or below the 8th grade level on a generally accepted standardized test, or a comparable score on a criterion-referenced test.
- 1.6 **Certification:** The process involved in determining the eligibility of youth for enrollment into program activities.
- 1.7 **Contract:** This written legal document between the County of Gloucester and the approved Contractor of WIA funds.
- 1.8 **Costs:** The financial measure of resources consumed in accomplishing stated objective, such as the provision of training. To be allowable, a cost must be necessary and reasonable for proper and efficient administration of a program, and except as noted in this Contract, costs may not be a general expense required to carry out the overall responsibilities of the Contractor.
- 1.9 **Disallowed Charges:** Disallowed charges are those charges to this Contract, which the County of Gloucester or its representatives determine to be unallowable in accordance with the conditions contained in the Contract.
- 1.10 **Enrollment:** Authorization by the Gloucester County Division of Workforce Development allowing an individual youth to commence activities in a WIA funded program. Such authorization is extended in writing after the County has determined that the youth is certified and eligible to receive said services. Enrollment shall be deemed to commence on the first day following determination of eligibility, on which the individual began receiving approved services.
- 1.11 **Grantor:** Refers to the County of Gloucester, as administrator, authorized to grant funds under the WIA.
- 1.12 **Local Education Agency:** An agency as defined in Section 195(10) of the Vocational Education Act of 1963.
- 1.13 **Offender:** A juvenile who is or has been subject to any stage of the criminal justice process, for whom services under WIA may be beneficial; or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
- 1.14 **Out-of-School Youth:** An eligible youth who is a school drop out; or has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
- 1.15 **Participant:** An individual who has been certified as eligible for participation in employment or training related activities. A participant must have authorization from the Gloucester County Division of Workforce Development prior to his or her actual commencement in any activity. (See "Enrollment").
- 1.16 **Placement:** Defined as after receiving WIA services, a participant is placed into full or part-time unsubsidized employment at not less than the minimum wage.

- 1.17 **Program Income:** Income received by the Contractor directly generated by any activity supported in this Contract, including fees for services performed or conferences, income from the sale of commodities or items fabricated under this Contract, income from the use of rental or real estate or personal property acquired with Contract funds.
- 1.18 **Program exit:** The point in time wherein a participant does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services. Once this occurs, the participant has exited WIA for the purpose of performance measurements.
- 1.19 **Contractor:** The entity that receives and is responsible under the terms and conditions of this Contract, for all activities pertaining to those funds.
- 1.20 **Suspension:** The suspension of a contact is an action by the County of Gloucester, which temporarily suspends WIA assistance under the Contract.
- 1.21 **Termination:** The termination of a contract means the cancellation of WIA assistance, in whole or in part, under a Contract at any time prior to the date of completion.
- 1.22 **Training:** A planned, systematic sequence of instruction or other learning experience undertaken by an individual or group under competent supervision, which is designed to impart skills, knowledge, or abilities to prepare individuals for suitable employment.
- 1.23 **Training Allowance:** Remuneration made to participants for participation in approved classroom training activities.
- 1.24 **Unsubsidized Employment:** Full or part time employment not financed from funds provided under the Act, or other government based and funded projects.
- 1.25 **WA:** Workforce Area as required under the provision of the Act and approved by the Governor. The County of Gloucester is a designated WA and is the Grant Recipient and Administrator of WIA funds.
- 1.26 **Youth:** An individual that is not less than age 14 and not more than age 21; is a low income individual and meets one of the following criteria:
- Deficient in basic literacy skills
 - A school drop out
 - Homeless, a runaway or a foster child
 - An offender
 - An individual who required additional assistance to complete an educational program, or to secure and hold employment.

ARTICLE 2 – SCOPE OF WORK

- 2.1 **GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**, hereinafter referred to as the Contractor, shall be responsible for the establishment of a Youth Summer Program for High

School Seniors Ages 17-21 at the Gloucester County Institute of Technology to serve "at risk" youth (a minimum of 30) in Gloucester County.

- 2.2 The duration of this agreement is from **April 1, 2014 through September 30, 2014**.
- 2.3 The Contractor shall assist in the recruitment and selection of Participants for this program. The County shall be responsible for certifying Participants under this agreement, unless otherwise agreed upon, and refer those Participants to the Contractor in accordance with all-applicable Federal, State and local laws.
- 2.4 No youth may commence any program activity without the express written consent of the County.
- 2.5 Youth applicants not meeting the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs that are made available in the local area, including referral for additional services available through the One-Stop System.
- 2.6 The Contractor shall be responsible in hiring "youth oriented" staff. Staff should include Math, Science, English, Computer teachers, and at least a part-time life-skills instructor.

ARTICLE 3 – CONSIDERATION OF PAYMENT

- 3.1 Any cost reimbursement provided under this Contract is contingent upon the County receiving its total WIA allocation, which is authorized by the State of New Jersey. Funding appropriated herein does not reflect possible reductions and or rescissions that may be enacted into law.
- 3.2 This is a cost reimbursement contract for direct training and employment-related services, the total amount not to exceed **\$112,367.10** detailed in Attachment B, Approved Budget. The County will reimburse the Contractor for salaries and FICA of counselors, participants and others approved, training allowances for classroom training, transportation, supplies and/or any other expenditures approved on the detailed budget and affixed hereto as Attachment B.
- 3.3 Payment shall be made through use of a voucher system.
- 3.4.1 The Contractor shall submit a voucher to the county no later than the fifteenth (15th) business day of each month following the month in which costs have been incurred. All vouchers must be accompanied by supporting documentation to substantiate the reimbursement request, including the total number of youth enrolled, the total number of hours each youth actually worked and/or participated in classroom training activities utilizing time sheets or other documentation as supplied by the County, and time and attendance records to verify the total number of hours each teacher or counselor worked for the reporting period.
Additional documentation shall include:
 1. Proper backup documentation to verify purchases (equipment, furniture)
 - a. Indicate what the purchase is, where it is being used and by whom
 - b. Indicate reason for the purchase
 - c. Indicate if purchase is new or a replacement item
 2. Proper backup documentation to verify support services (clothes, food, leisure activities, achievement awards, and incentives).

- a. Indicate which individuals were recipients of these supportive services.
- b. Indicate where activities occurred and who participated.

- 3.5 The Contractor will assure that there is no pre-signing of any time sheets or any attendance records including those records maintained at approved work-sites.
- 3.6 Payment shall be made by the County the month following presentation and approval of voucher prepared by the Contractor, which shall reflect and certify the appropriate data identified in Article 3.3.
- 3.7 The Contractor recognizes that the County shall not be liable for any payment, which exceeds the amount, authorized for each category or item listed. The County will not be responsible for any payment, which violates the agreement restrictions.
- 3.8 All correct final requests for payments must be received by the County no later than thirty (30) calendar days after the conclusion of youth participation in program activities, or at program exit.

ARTICLE 4 – PERFORMANCE CRITERIA AND REPORTS

- 4.1 The Contractor will be bound to a Performance Accountability System which will include the core indicators for participants as stated below. These standards are set by NJLWD and are for the upcoming program year (7/1/13 thru 6/30/14).
 - I. **Youth Placement:**
76% - Placement and retention in post-secondary education or advanced training, or placement and retention in military service, employment, or qualified apprenticeships.
 - II. **Youth Attainment of Degree**
65.6% - Attainment of secondary school diplomas and their recognized equivalents.
- 4.2 The levels of performance will be adjusted based on State and WIB identified indicators, which will be expressed in an objective, quantifiable and measurable form pursuant to Section 136 of the Act.
- 4.3 Additional performance indicators will consist of customer satisfaction of employers and participants with services received from the activities authorized for Literacy Services. Customer satisfaction may be measure by the WIB through surveys conducted after the conclusion of participation of youth in the approved activity (ies).
- 4.4 The State of New Jersey may impose additional performance indicators and the levels of performance as appropriate to those indicators. Such additional performance criteria will become a part of the local area requirements, subsequent to the execution of this agreement.
- 4.5 The Contractor shall provide any and all reports required of it under the Workforce Investment Act and accompanying regulations, the Department of Labor, the Governor of the State of New Jersey or her designees, the County of Gloucester or the Gloucester County Workforce Investment Board, provided that reports requested by the County or Workforce Investment Board shall be required only as reasonably necessary to carry out their responsibilities under the Act, regulations and government directive there under.

- 4.6 The Contractor shall be responsible for the submission of performance reports relative to youth participation. A form will be provided by the County for the purpose of the Contractor's submission of all reports, which will include data compiled as required under this Article.
- 4.7 The Contractor shall, at the onset of the program provide evaluation of the Participants math and reading skill levels, unless other arrangements have been made with the County for participant testing and assessments.

ARTICLE 5 – RECORDS

- 5.1 **Retention of records** – All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.
- 5.2 The aforementioned records will be retained beyond the three-year period if any litigation, audit, or claim has not been finally resolved. The Contractor agrees to insure that Sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the county and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.
- 5.3 Records shall be kept safe from fire, theft, and water damage and shall be identified.
- 5.4 All individuals, employees, and participants paid with funds under this contract must have inclusive time and attendance records for each hour or day of work or training. The Contractor must allocate time among the salaried categories in accordance with actual work time spent in a specific activity. These records must be maintained as required in Sections 5.1, 5.2, and 5.3 above.
- 5.5 Records shall be made available to the public upon request except in cases wherein the records would constitute a clearly unwarranted invasion of personal privacy, or trade secrets or commercial or financial information that is obtained from a person and privileged or confidential. The Contractor may charge fees sufficient to recover costs applicable to the processing of requests for records under this paragraph.

ARTICLE 6 – AUDIT RIGHTS CLAUSE

- 6.1 **Audits and Inspections** – At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, or Auditor General of the State of New Jersey may deem necessary, the Contractor shall make available to the County or its agents for examination, all of its records with respect to all matters covered by this Agreement. The Auditor General of the State of New Jersey, Grantor, and U.S. Comptroller General shall have the authority to audit, examine and make excerpts of transcripts from records or personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

- 6.2 The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If the County of Gloucester makes any site visit on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 6.3 The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents. The Contractor also agrees to insure that their Sub-recipients, including work-site, fully cooperate with the agencies performing site inspections in accordance with Article 6.
- 6.4 The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs, which are found by audit to be disallowed costs or recover costs, which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.
- 6.5 The Contractor agrees to have an audit conducted, which meets the requirements of Federal OMB Circular A-133, "Uniform Administrative Requirements for Grants, and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations." and NJ Circular 04-04-OMB. All such audits will be performed on an organization-wide basis. A copy of the Contractor's most recent audit must be submitted to the Gloucester County Division of Workforce Development prior to the commencement of program activities and a copy of the audit after the grant funds have been expended must be submitted. Failure to adhere to this submission may result in nonpayment of funds as designated in this contract.

ARTICLE 7 – BONDING AND INSURANCE

- 7.1 The Contractor will ensure that it complies with applicable State statutes and WIA regulations regarding Motor Vehicle Insurance.
- 7.2 The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIA regulations.
- 7.3 The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.
- 7.4 The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract drive or are driven.

**ARTICLE 8 – CLAUSE AFFECTING, MODIFICATIONS,
AGREEMENTS OR CHANGES**

- 8.1 This agreement constitutes the entire contract between the parties hereto. No representation, modification, or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties.
- 8.2 Notwithstanding Article 8.1, the County may unilaterally modify this agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable, federal, state, or local laws, regulations, rules or policies.

**ARTICLE 9 – NON-DISCRIMINATION, EQUAL OPPORTUNITY &
AFFIRMATIVE ACTION**

- 9.1 The Contractor shall ensure against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under Section 504 of the Rehabilitation Act, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964.
- 9.2 The Contractor agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contract or subcontract on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.
- 9.3 With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.
- 9.4 WIA further required that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Contractor General to work in the United States.

ARTICLE 10 – GRIEVANCE AND HEARING PROCEDURES

- 10.1 Each contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.
- 10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIA program participants.

NON-DISCRIMINATION ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipients operation of the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- 10.3 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CRF Part 37, may file a written complaint with the local EO Officer.
- 10.4 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

ARTICLE 11 – POLITICAL/SECTARIAN ACTIVITIES

- 11.1 No activities under this agreement may involve political activity.
- 11.2 Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to the participant.

ARTICLE 12 – CONFLICT OF INTEREST CLAUSE

- 12.1 **Standard of Conduct** – The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.
- 12.2 **General Assurance** – Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 12.3 **Conducting Business Involving Relatives** – No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.
- 12.4 **Conduct Business Involving Close Personal Friends and Associates** – Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- 12.5 **Avoidance of Conflict of Economic Interest** – An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the contract.

ARTICLE 13 – ACCOUNTING SYSTEM

- 13.1 The Contractor will maintain all accounting systems and internal controls necessary to meet applicable standards established by the American Institute of Certified Public Accountants and which will allow for the preparation of all required Fiscal Reports.
- 13.2 The Contractor will maintain records that adequately identify the source and application of funds for activities supported by this agreement.
- 13.3 The Contractor will maintain an effective control over accountability for funds, property, and other assets under this agreement and will adequately safeguard such assets and ensure that they are used solely for authorized purposes.
- 13.4 The Contractor, in administering programs under the contract, agrees to maintain a financial management/accounting system which, at a minimum, provides for the following:
- 13.4.1 The control of cash and other resources that the obligation and expenditure of funds and use of property are in conformance with the requirements of the Act and Federal regulations, State regulations, the Wagner-Peyser Act and accompanying regulations and with State requirements and policies.
- 13.4.2 Maintenance of accurate, current and complete financial information to meet the prescribed requirements for financial reporting.

13.4.3 Maintaining accounting records and documentation to support and identify the expenditure of program funds and insure that such funds can be traced to a level of expenditure adequate to demonstrate that funds have been spent lawfully. All disbursements are to be supported by evidence and approval of goods and services purchased.

13.4.4 To provide adequate safeguards for cash and other assets.

13.4.5 Maintain controls and procedures to ensure that the opportunity for unauthorized, fraudulent or otherwise irregular acts are minimized.

13.4.6 Have an adequate system of authorization, record keeping, and transaction coding procedures for all expenditures.

13.4.7 Have a financial system to provide reliable data for decision making and performance assessment.

13.4.8 Procedures and accounts to identify receipt and expenditure of program funds separately for each grant received by the Grant Recipient.

13.4.9 Accurate procedures, records, and documentation to support payroll and fringe benefit charges, and all other purchases including acceptable documentation of hours worked for staff dividing their time among WIA activities and non-WIA activities.

13.4.10 Controls to prevent the expenditure of funds in excess of approved, budgeted amounts and procedures to halt any such excess or impending excess.

ARTICLE 14 – COUNTY RESPONSIBILITIES

- 14.1 The County will furnish reproducible masters of all standard forms required by the County.
- 14.2 The County will manage all WIA agreements and modifications with the State of New Jersey. Such management will include developing plans, participating in Department of Labor or State assessments and audits, negotiating questioned costs, interpreting rules, regulations and policy, requesting technical assistance, and providing access to training opportunities.
- 14.3 The County will assure that the Contractor has access to staff to answer questions, and/or for assistance in resolving problems in policy formulation or interpretation.
- 14.4 The County will provide technical assistance to the Contractor through the staff of the WIA.

ARTICLE 15 – HOLD HARMLESS

- 15.1 It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.
- 15.2 The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.
- 15.3 In the event that a grievance, lawsuit, or other claim filed against the Contractor by a participant, sub-recipient, or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor

agrees to indemnify, defend, and hold the County harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including Contractor's fees.

ARTICLE 16 – SUSPENSION & TERMINATION

- 16.1 When a Contractor has failed to comply with the terms, conditions or standards of the contract the County of Gloucester may, on reasonable notice to the Contractor, suspend the contract, and withhold any further payments, or prohibit the Contractor from incurring additional obligations of WIA funds, pending corrective action by the Contractor or a decision to terminate in accordance with paragraph 16.2.1, 16.2.2, below. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with the provisions of this agreement.

Such provisions for termination or suspension will include the inability of the Contractor to fulfill contract compliance due to foreclosure, bankruptcy, relocation, school closure regardless of cause, or any act by the Contractor that prohibits WIA participants to continue the course of study as determined under this agreement.

- 16.2 This contract grant may be terminated for cause or convenience.

16.2.1 **Termination for cause** – The County of Gloucester may terminate this contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the conditions of the contract. The County of Gloucester shall promptly notify the Contractor in writing of the determination and the reasons for the termination, together with the effective date and the appeal process. Payments made to the Contractor or recoveries by the County of Gloucester under contract terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

16.2.2 **Termination for convenience** – The County of Gloucester or Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The County of Gloucester shall pay for completed units of performance up to date of termination or suspension in accordance with provisions of this agreement and the County and the Contractor shall enter into negotiations for payment to cover the cost of phasing out the program in an orderly fashion as possible.

ARTICLE 17-RIGHT IN DATA AND INTELLECTUAL PROPERTY

- 17.1.4 "Limited rights data," as used in this Article, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modification thereof.

- 17.1.5 "Restricted computer software," as used in this Article, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or

privileged; or is published copyrighted computer software; including minor modifications of such computer software.

17.1.6 "Restricted rights," as used in this Article, means the rights of the Contracting Agency in restricted computer software, as may be provided in a collateral agreement incorporated in and made part of this contract including minor modifications of such computer software.

17.1.7 "Technical data," as used in this Article, means that data, (other than computer software) which are of a scientific or technical nature.

17.2 Allocations of Rights:

17.2.1 Except as provided in 18.3 of this Article regarding copyright, the County shall have the unlimited right in:

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph 18.5 of this Article.

17.2.2 The Contractor shall have the right to:

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract unless provided otherwise in paragraph 18.4 of this article;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph 18.5 of this Article;
- (iii) Substantiate use of, add, or correct limited right, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs 18.5 and 18.6 of this Article; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph 18.3.1 of this Article.

17.3 Copyright:

17.3.1 Data first produced in the performance of this contract. Except as otherwise specifically provided in this contract, the Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C 401 or 4102 and acknowledgment of the County sponsorship (including contract number) to the data when such data are delivered to the County, as well as then the data are published or deposited for registration as a published work in the U.S. Copyright office. For data other than computer software, the Contractor grants to the County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license for all such data to reproduce, prepare

derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County. For computer software, the Contractor grants to the County and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the County.

17.3.2 Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the County, or acquires on its behalf, a license of the same scope as set forth in paragraph 18.3.1 of this Article; PROVIDED, however, that if such data are computer software the County shall acquire a copyright license as may be provided in a collateral agreement incorporated in or made part of this contract.

17.3.3 Removal of copyright notices. The County agrees not to remove any copyright notices placed on data pursuant to this Article, and to include such notices on all reproductions of the data.

17.4 Release, Publication, and Use of Data:

17.4.2 The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this Article or expressly set forth in this contract.

17.4.3 The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract, which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the County.

17.5 Protection of Limited Rights Data and Restricted Computer Software

17.5.1 When data other than that listed in paragraph 18.2 of this Article above is specified to be delivered under this contract and qualify as either limited rights data or restricted computer software if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish it to the County under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that re formatted as a computer database for delivery to the County are to be treated as limited rights data and not restricted computer software.

17.6 Subcontracting: The Contractor has the responsibility to obtain from its Contractors all data and rights therein necessary to fulfill the Subcontract's obligations to the County under this contract. If a Contractor refused to accept terms affording the County such rights, the Contractor shall

promptly bring such refusal to the attention of the County and not proceed with subcontract award without further authorization.

17.7 Patent Indemnity:

17.7.1 The Contractor shall indemnify the County and its officers, agents, and employees against liability, including costs, for infringement of any United State patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy order under 35 U.S.C 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the County of such supplies or construction work.

17.7.2 This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the County of the suit or action alleging such infringement and shall have be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the County directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contact not normally used by the Contractor, (2) and infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a clamed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

17.8 Patent Rights:

17.8.1 **Allocation of principal rights:** The Contractor may retain the entire right, title, and interest throughout the world to each subject invention to the provisions of this Article and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the County shall have a nonexclusive nontransferable, irrevocable, paid-up license to practice to have practiced the subject invention through the world.

17.8.2 **Conditions when the County may obtain title:** The Contractor will convey to the County, upon written request, title to any subject invention (1) If the Contractor fails to disclose to the County or elect title to the subject invention within two months of disclosing it in writing to Contractor personnel responsible for patent matters, or elects not to retain title; provided, that the County may only request title within 60 days after learning of the failure to the Contractor to disclose or elect within the specified times.

17.8.3 **Minimum rights to Contractor and protection of the Contractor right to file:** (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the County obtains title, except if the Contractor fails to disclose the invention within the times specified in this Article. The license is transferable only with the approval of the County, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

17.9 Notice and Assistance Regarding Patent and Copyright Infringement:

17.9.1 The Contractor shall report to the County, promptly and in reasonable written detail, each notice or claim or copyright infringement based on the performance of this contract which the Contractor has knowledge.

17.9.2 In the event of any claim or suit the County on account of any alleged patent or copyright infringement arising out the performance of this contact or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the County, when requested by the County, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the County where the Contractor has agreed to indemnify the County.

17.9.3 The Contractor agrees to include, and require inclusion of, this Article in all subcontracts at any tier for supplies or services expected to exceed \$25,000.00.

ARTICLE 18 – CLOSEOUT PROCEDURES

18.1 Contract shall be closed out in accordance with the following procedures:

18.1.1 Upon request, the County of Gloucester shall make prompt payments to a Contractor for allowable charges under the contract being closed.

18.1.2 The Contractor shall immediately refund to the County of Gloucester any balance of unobligated (unencumbered) cash advanced to the Contractor that is not authorized to be retained by the Contractor for use on other contracts.

18.1.3 Within 45 days after completion of the contract, the Contractor shall submit all financial, performance and other reports required by the County of Gloucester to close out the contract. The County of Gloucester may approve extensions when requested in writing by the Contractor.

18.1.4 The Contractor shall account for any property acquired with contract funds, or received from the County of Gloucester in accordance with the provisions of Section 193 of the Act.

**ARTICLE 19 – ASSURANCES, CERTIFICATIONS &
GENERAL PROVISIONS**

19.1 The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the inclusive period of **April 1, 2014 through September 30, 2014**:

19.1.1 The Workforce Investment Act inclusive of all Federal regulations pursuant to the Act, the Wagner-Peyser Act, and State regulations.

19.1.2 The Work First New Jersey program (WFNJ) and all State and Federal regulations for programs and services paid with funds provided by WFNJ.

- 19.1.3 State of New Jersey, Department of Labor instructions, directives, and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992.
- 19.1.4 This contract or approved modification.
- 19.1.5 The Contractor agrees that the WIA, the Wagner-Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.
- 19.1.6 The Contractor, in operating programs under the WIA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations, and State instructions issued pursuant to the WIA. Consistent with the **provisions of 20 CFR 627 (amended)**, all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and Secretary Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.
- 19.1.7 The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

ARTICLE 20 – APPLICABILITY OF LEGAL REQUIREMENTS

20.1 The requirements, which apply to the Workforce Area Grant Recipient and Agent as set forth in the Act, Federal Regulations and Departmental Instructions apply to all Contractors, which receive funds under this contract.

ARTICLE 21 – SANCTIONS

21.1 The State of New Jersey and/or the County of Gloucester may impose sanctions and corrective actions for violations of the Act, Federal Regulations, State and local law or grant terms and conditions.

ARTICLE 22 – COMPLIANCE WITH STATE LAWS

22.1 The Contractor assures that they will fully comply with all State laws regarding child labor, wages, workplace standards and classroom safety and health, and all other applicable State laws.

ARTICLE 23 - COMPLIANCE WITH FEDERAL LAWS

Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

- 23.1 Sec. 306- Clean Air Act (42 USC 1857(h))
- 23.2 Sec. 508- Clean Water Act (33 USC 1368)
- 23.3 Environmental Protection Regs. 40CFR Part 15
- 23.4 Energy Policy and Conservation Act 89 Stat.

ARTICLE 24 – PROGRAM INCOME

24.1 A Contractor may retain any program income earned through services rendered under this contract only if such income is added to the funds committed to the contract for youth services under WIA. Such income may only be used for WIA purposes and under the terms and conditions applicable to the use of contract funds. If the Contractor cannot use such income for WIA purposes, the Contractor shall return the program income not used to the County. The amount of program income earned by the Contractor must be reported to the County, whether retained or not.

GENERAL & ADMINISTRATIVE REGULATORY PROVISIONS

- Workforce Investment Act of 1998 (WIA and/or Act)
- Interim Final WIA Regulations, 20 CFR Part 664, published at 64 Fed. Reg. 18662, 18713 (April 15, 1999) and any amendments thereof
- Fair Labor Standards Act of 1938 (29 U.S.C. 203(m), as amended by the Minimum Wage Increase Act of 1996
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- United States Department of Labor (NJDOL) rules, regulations and directives, on WIA
- Work Opportunity Tax Credit Program
- Conscientious Employee Protection Act, N.J.S.A. 34:19 – 1, et seq.
- Social Security Act (47 U.S.C. 301), et seq.
- WIA Non Discrimination Section 188 and Regulations at 29 CFR Part 37
- Migrant and Season al Farm Workers, 20 CFR 653
- New Jersey Health and Safety Standards
- Wagner Peyser Act, Chapter 41 of Title 38
- Architectural Barrier Act of 1968
- Section 503 and 504 of the Rehabilitation Act of 1973, as amended
- Allowable Costs Provision under the WIA, 20 CFR Part 652, et seq.
- New Jersey Worker Compensation Act
- American with Disabilities Act of 1990
- Uniform Administrative Requirements for State and Local Governments (as amended by the Act) 29 CFR Part 97
- New Jersey Treasury Circular 98-07
- Single Audit Act, 29 VFR Part 96 (as amended by OMB Circular A-133)
- OMB Circular A-87 Cost Principles (as amended by the Act)
- Local Public Contract Law, NJSA 40A:11-1 et seq.
- Local Government Ethics, NJSA 40A:9-22.1
- Federal/New Jersey Conflict of Interest (and directives)

ASSURANCES AND CERTIFICATIONS

- SF 424B – Assurances for Non-construction Programs
- 29 CFW Part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulations) Certification Regarding Lobbying (and regulations) CFR Part 98
- Drug Free Workplace and Debarment and Suspensions (and regulations) 29 CFR Part 98
- Prohibition on Nepotism, WIA interim regulation sec. 667.200 (g)

GRIEVANCE & DISCRIMINATION COMPLAINT PROCEDURES
FOR WIA PARTICIPANTS
Equal Opportunity is the Law

DISCRIMINATION COMPLAINT PROCEDURE

The Gloucester County Division of Workforce Development is prohibited from discriminating on the grounds of race, color religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under the Workforce Investment Act (WIA), in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity. If you think that you have been subjected to discrimination under a WIA-funded activity, you may file a complaint within 180 days from the date of the alleged violation with the recipient's Equal Opportunity Officer (or the person designated for this purpose), or you may file a complaint directly with the Director, Directorate of Civil Rights (DCR), U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-4123, Washington, DC 20210. If you elect to file your complaint with the recipient, you must wait until the recipient issues a decision or until 60 days have passed, whichever is sooner, before filing with DCR (see address above). If the recipient has not provided you with a written decision within 60 days of the filing of the complaint, you need not wait for a decision to be issued, but may file a complaint with DCR within 30 days of the expiration of the 60-day period. If you are dissatisfied with the recipient's resolution of your complaint, you may file a complaint with DCR. Such complaint must be filed within 30 days of the date you received notice of the recipient's proposed resolution.

.....

GRIEVANCE COMPLAINT PROCEDURE

I. PHILOSOPHY

A prompt and objective review of participant dissatisfactions and an attempt to resolve them in an equitable manner are essential to productive and mutually beneficial relationships. Participants must have the opportunity to express their dissatisfaction and to have their views relating to training promptly and fully considered.

Within thirty (30) days of filing the grievance, a hearing will be held. The hearing procedure will include:

1. Written notice of the date, time and place of the hearing, the manner in which it will be conducted, and the issues to be decided.
2. The opportunity for both parties to be represented by an Contractor or other representative;
3. The opportunity to bring witnesses and documentary evidence. The educational institution shall cooperate in making available any persons under their control or employ, to testify, if such persons are requested to testify by the complainant, and to release requested documents, unless privacy laws or other laws intervene to take precedence. It shall also include:
 - a) The opportunity to question any witnesses or parties.

- b) The right to an impartial hearing officer.
- c) A verbatim or tape recording of the proceeding.
- d) A written notice that the complainant is entitled to a hearing within 30 days of filing the grievance.

A final decision on the complaint shall be provided in writing to the complainant directly by the hearing officer within sixty (60) days of the filing of the complaint.

APPEAL PROCESS

A complainant has a right to an Administrative Review by the Commissioner of Labor if the decision is adverse or is not made within 60 days of the filing of the complaint.

A complainant must file the request for an Administrative Review with the Director of Employment and Training, Workforce New Jersey – Careers within 10 days of receiving the adverse decision or within 15 days of the date the decision should have been made by the Local Area (LA).

A complainant has the right to request a review by the Commissioner of Labor and by the Secretary of State if the State does not render a decision within sixty (60) days of the filing of the complaint/grievance. A federal review is confined to allegations of violation of law under the WIA.

Each request should be submitted to:

New Jersey Department of Labor and Workforce Development
Deputy Assistant Director, Division of One Stop Programs and Services
P.O. Box 055
Trenton, New Jersey 08625-0055

I have read and acknowledge receipt of a copy of the above procedures.

Applicant's Signature

Date

Financial Line Item Budget Summary

Budget Item	Other	Training	Training Related	Total
Personnel Cost				
Salaries & Wages				\$38,799.50
Fringe Benefits				\$6,944.25
Stipends for Participants (at \$8.25/hour)				\$51,975.00
Non-Personnel Costs				
General Cost Transportation Cost				\$120.00
Equipment--Supplies				\$10,835.00 includes instructional supplies for student lunches
Safety Equipment for Participants				\$30.00
Snacks/Lunch				\$135.00
Bus passes				\$2,275.00
Other-field trips & Program Ceremony				\$1,253.35
Total Budget				\$112,367.10 (Rounded \$112,367)
In Kind Services				
Room Utilization, Furniture, Heat Light and Power, Custodian/Maintenance, Technology and Technical Support, Media Center, Other Administration Support Services, On-Campus Wellness Facility (fitness center), etc.				

Breakdown of personnel is attached (PDF)

C9



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY
FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: March 7, 2014
CC: RFP Committee Members
Re: Request for Proposals, Competitive Contracting 014-012 for Youth Development System for Younger Youth/Older Youth



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.853.8504

purchasing@co.gloucester.nj.us
www.co.gloucester.nj.us

The potential contract for the above mentioned service for the Gloucester County Department of Economic Development, Workforce Investment Board was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*. The Gloucester County Freeholder Board issued a resolution authorizing the use of competitive contracting in this instance. This process has been administered jointly by County Counsel and the County Purchasing Director, pursuant to N.J.S.A. 40A:11-4.3(b).

A county review committee was appointed, consisting of Peter Mercanti, Purchasing Director, Tom Bianco, Director, Workforce Investment Board, Daniel Angelucci, Supervising Employment Specialist, Division of Employment & Training and Karen Dickel, Program Analyst. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

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

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the vendors knew they would be judged. These included technical criteria, management criteria, and cost criteria, with sub-categories in each. The methodology included a point computation and was established so as to not unfairly or illegally discriminate against or exclude otherwise capable vendors.

On January 21, 2014 the specifications were advertised and on February 26, 2014 the request for proposals were opened. The County received one (1) proposal.

After the review, committee members scored the vendors, as based upon the specifications. These scores were then tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to **Gloucester County Institute of Technology** for this service.

SERVICE:

1. Gloucester County Institute of Technology: The consensus of the committee was that Gloucester County Institute of Technology had demonstrated relevant experience, understands the service needed, has the capacity to accomplish the program and has documented reliability. The consensus was that the vendor had a good track record.

Score: 21 points

COORDINATION:

2. Gloucester County Institute of Technology: Consensus of the committee was that Gloucester County Institute of Technology has a working relationship with other county partners. They are award of services provided throughout the community and are able to connect customers to appropriate services.

Score: 18 points

CURRENT CLIENTS' SATISFACTION:

3. Gloucester County Institute of Technology: County personnel involved with this provider in past projects indicated that the majority of customers were satisfied with services received. Negative feedback was minimal however taken seriously and addressed and corrected.

Score: 13 points

GOALS, OBJECTIVES & METHODS:

4. Gloucester County Institute of Technology: The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The vendor understood the services needed to accomplish the overall goals and expected required outcomes. The vendor demonstrated the activities to be delivered to the participants in order to achieve appropriate results.

Score: 20 points

BUDGET:

5. Gloucester County Institute of Technology: The proposal's planned program activities indicated that the vendor understood the services being requested by the RFP. The detailed budget appeared to delineate the proper allotment of funds in order to satisfy the requirements.

Score: 20 points

TOTAL: 93 points

E1

RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES, DIVISION OF SOCIAL SERVICES, AND DIVISION OF DISABILITY SERVICES TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES, OFFICE OF COMMUNITY CHOICE OPTIONS FOR ADMINISTRATION OF THE AGING AND DISABILITY RESOURCE CONNECTION PROGRAM

WHEREAS, the Aging and Disability Resource Connection (ADRC) is a program under the supervision of the New Jersey Department of Human Services, Division of Aging Services, Office of Community Choice Options (the Department), the purpose of which is to build a better coordinated network of support systems to connect information, assistance and long-term care for the elderly and disabled throughout New Jersey; and

WHEREAS, the Gloucester County Division of Senior Services, Division of Social Services, and Division of Disability Services are partnering agencies participating in the ADRC program; and

WHEREAS, as part of the administration of the ADRC program, the Department requires a Memorandum of Understanding (MOU) between the State Office and the partnering agencies in order to formalize the relationships and protocols among the agencies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Gloucester County Division of Senior Services, Division of Social Services, and Division of Disability Services are hereby authorized to sign a Memorandum of Understanding with the New Jersey Department of Human Services, Division of Aging Services, Office of Community Choice Options for the administration of the Aging and Disability Resource Connection Program.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

21

MEMORANDUM OF UNDERSTANDING - ADRC

New Jersey Department of Human Services Division of Aging Services, Office of Community Choice Options; Gloucester County Division of Senior Services/Aging and Disability Resource Connection (ADRC), Gloucester County Division of Social Services; Gloucester County Division of Disability Services

SIGNATORIES

This Memorandum of Understanding is made by and between the New Jersey Department of Human Services Division of Aging Services, Office of Community Choice Options Gloucester County Division of Senior Services/Aging and Disability Resource Connection (ADRC); Gloucester County Division of Social Services; and Gloucester County Division of Disability Services

Purpose of ADRC

The ADRC is a visible trusted place, a collaborative effort among the various partners where people can access information on a full range of long-term support and services and foster informed decision-making about those options. ADRC and its partners offer streamline access to public funded long term supports and services. The ADRC initiative supports the State's "no wrong door" concept at the community level.

Scope of Agreement

The ADRC is not intended to replace any role or responsibility of its partnering agencies, but to build a better coordinated network of support systems.

The parties agree to the following:

- To promote a "no wrong door" seamless system that will include clinical and financial eligibility, counseling, referrals and help with financial eligibility and information regarding the benefits offered by different programs.
- To collaborate and develop consistent, consumer friendly information on long term care services and supports.
- To integrate both public and private resources (including private pay) when relevant to the needs and concerns of the consumer
- Each partner will assist an individual or family member, when necessary, to collect, gather information and documents for program applications.

- Each partner will apply and utilize its specific areas of knowledge and expertise in order to achieve the goals of the ADRC.
- Each partner will develop protocols to quickly and efficiently establish eligibility.
- Each partner will assign a point of contact for purposes of understanding and implementing ongoing policies and procedures agreed upon.
- The partners will attend ADRC partners meetings which will convene at least quarterly to discuss issues related to eligibility, enrollment, staff changes, coordination, communication and operations.
- Each partner agrees to abide by the Health Insurance Privacy Portability and Accountability Act (HIPPA) and any other applicable Federal and State confidential or privacy laws.

This Memorandum of Understanding shall become effective upon signing and will continue unless otherwise changed in writing and agreed upon by all parties.

New Jersey Department of Human Services, Division of Aging Services, Office of Community Choice Options:

Signature

Date

Gloucester County Division of Senior Services:

Signature

Date

Gloucester County Division of Social Services:

Signature

Date

Gloucester County Division of Disability Services:

Signature

Date

E2

RESOLUTION AUTHORIZING THE RENEWAL OF A MEMORANDUM OF UNDERSTANDING WITH NJ TRANSIT TO SERVE AS AN ASSESSMENT AGENCY TO DETERMINE ELIGIBILITY FOR PARATRANSIT SERVICES FOR PEOPLE WITH DISABILITIES

WHEREAS, NJ Transit provides a service referred to as Access Link, which is an Americans with Disabilities Act "paratransit" service providing curb-to-curb transportation for eligible people with disabilities; and

WHEREAS, NJ Transit utilizes local agencies as Assessment Agencies that conduct the assessment interviews and gather all documentation in order for NJ Transit to determine participant eligibility in accordance with federal mandate; and

WHEREAS, the Division of Disability Services has served as an Assessment Agency for a number of years pursuant to Memorandum of Understandings with NJ Transit; and

WHEREAS, the Memorandum of Understanding to be approved sets forth the respective duties of the parties in the administration of the interview process; and

WHEREAS, under the Memorandum of Understanding, NJ Transit reimburses Gloucester County \$50.00 for each completed assessment regardless of participant eligibility; and

WHEREAS, the Memorandum of Understanding will be effective from October 1, 2013 to October 1, 2016.

NOW, THEREFORE BE IT 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 a renewal of a Memorandum of Understanding with NJ Transit for the Gloucester County Division of Disability Services to serve as an assessment agency to determine eligibility for paratransit services for people with disabilities.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

ED

MEMORANDUM OF UNDERSTANDING ASSESSMENT AGENCY TERMS AND CONDITIONS

This Memorandum of Understanding (MOU) is entered between NJ TRANSIT (NJT) and **GLOUCESTER COUNTY OFFICE OF DISABILITY SERVICES**. It is understood that this MOU is in effect from October 1, 2013 and ending on October 1, 2016.

The purpose of this MOU is to establish the agreement between our agencies to provide people with disabilities consistent opportunities to participate in the federally mandated certification process developed to determine paratransit eligibility in the state of New Jersey.

GLOUCESTER COUNTY OFFICE OF DISABILITY SERVICES is responsible to do the following:

1. Designate two (2) individuals, preferably agency employees, to be interviewers and provide NJT with the resumes of the selected interviewers.
2. Designate a minimum of two (2) specific days and times per month, to conduct Transportation Assessment interviews.
3. Provide an accessible office location where the assessment interview will be conducted. The office must have a clear unobstructed path of travel for the customer.
4. When applicable, provide a separate confidential setting for customers to be introduced to Travel Instruction by NJ TIP Staff. Travel Instruction is a voluntary program designed to offer customers opportunities to develop independent travel skills.
5. Provide NJT, with this signed MOU and yearly updates (for the duration of the MOU), about all planned (*holiday, pre-holiday, vacation, special events*) agency closings.
6. Provide NJT with advance notice about all agency early dismissals and/or delayed openings that would impact our pre-arranged interview schedule.
7. Provide advance notice of all agency related activities (i.e. construction, remodeling, elevator outages etc.) that could have an impact on a customer's ability to safely access your interview location.

8. Contact the Certification Administrator at 201.341.9496, 973.491.7653 or KTUCKER@NJTRANSIT.com in the event of an emergency closing, delayed opening, early departure or any other occurrences that would interfere with your ability to conduct scheduled interviews. You may also contact the Certification Unit at 973.491.4275.
9. Provide NJT with at least 48 hours notice of "non-emergency" issues that will result in cancellations of assessment interview(s) or changes to the previously agreed upon appointment schedule.
10. Provide alternative interview dates when pre-scheduled dates have to be cancelled.
11. Complete and submit accurate invoices for payment on a monthly basis, following the NJT prescribed invoice process and on NJT's invoice form.
12. Have at least one (1) agency representative attend all Assessment Agency meetings held by NJT.
13. Have as many interviewers as possible attend all scheduled ADA Lecture series presentations.
14. Display NJT's Accessible Services materials, brochures and schedules.
15. Notify NJT, if an Assessment Interviewer will be assisting an employee or consumer of your agency with any part of the certification process. This notification must be emailed to the Certification Administrator at KTUCKER@NJTRANSIT.com.
16. Immediately notify NJT if a Transportation Assessment Interviewer leaves. NJT will allow Assessment Agencies thirty (30) days to identify and present the new interviewers for training.
17. Communicate, immediately, with NJT's Certification Unit about accidents or incidents involving customers attending Transportation Assessment interviews at your location.
18. When available, enable the interviewer to complete each interview via computer using the electronic format of the Transportation Assessment.

The trained Transportation Assessment Interviewer is required to do the following:

19. Conduct the in-person Transportation Assessment interview in a confidential setting.
20. Assist the customer with providing appropriate information and relevant answers to questions asked in the assessment document with ample detail to assist NJT in their decision making process.
21. Discuss the types of accessible services that are available on NJT's bus, rail and light rail systems.
22. *When appropriate*, make referrals to products and services offered by your agency.
23. Inform customers that your agency is partnering with NJT to collect information and that NJT is

- responsible to make all eligibility decisions about the paratransit service Access Link. *It is imperative that the customer understand that neither the interviewer nor the agency where the interview is being held has any decision making power regarding eligibility determinations for Access Link.*
24. Make and provide NJT with a copy of documents used to verify the identity of the customer, parent and/or guardian.
 25. Make and provide NJT with a copy of relevant documents (i.e. Psychological Reports, Individual Habilitation Plans, Individual Education Plans, etc.) that are less than twelve (12) months old.
 26. Except where electronic assessments are being done, mail the original Transportation Assessment and the copies of the documents described above to NJT within one (1) business day after the interview.
 27. Immediately notify NJT if a customer attending a Transportation Assessment interview is employed, receives services or is in any way affiliated with your agency.
 28. Provide NJT with confirmation that the medical verification form has been faxed to the customer's doctor by enclosing a fax report.
 29. Keep a copy (*hard or digital*) of the Transportation Assessment and all related documents for a period of not less than six (6) months in a securely locked cabinet.
 30. Maintain communication with NJT about day of service issues including customers who are more than 10 minutes late for their assessment interview by calling 973.491.4275.
 31. Provide follow-up in the event additional information is needed and as requested by NJT to make an eligibility determination.

NJ TRANSIT is responsible to:

32. Train selected agency staff on how to effectively assist customers with completing Transportation Assessments.
33. Monitor and provide performance feed-back for Transportation Assessment Interviewers through the Quality Circle initiatives and re-train when appropriate.
34. Maintain communication regarding all new and revised policies and procedures relevant to the Transportation Assessment interview process.
35. Invite agency staff to the ADA Lecture Series. The lecture series is facilitated by guest speakers representing a multitude of professions within the community of organizations created to work with

people who have disabilities.

36. Process invoices within a timely manner and honor the reimbursement fee of \$50.00 for each properly completed Transportation Assessment. This rate is designed to cover all expenses (except travel as detailed below) including postal, copying, faxing, and administrative costs.
37. Reimburse the agency for staff travel only to and from pre-arranged Assessment Agency meetings and trainings at the current rate established by the Internal Revenue Service.
38. Make all determinations about a customer's eligibility for the Access Link paratransit service.
39. Schedule customers to attend the Assessment interviews and communicate schedule changes in a timely manner.
40. Provide notification of all Access Link service disruptions or cancellations. Agency staff will be notified of service disruptions or cancellations via phone or email. Agency staff can also call 800.955.2321 and take option # 1 to listen our customer alert messages.

NJT reserves the right to approve all personnel, require the retraining, suspension, or removal of said personnel from the Transportation Assessment Interviewer roster if the personnel's performance, in NJT's opinion, is detracting from the quality or efficiency of the service.

The terms of this Memoranda of Understanding have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Memoranda of Understanding set forth in the proceeding pages. NJT reserves the right to terminate participation without prior notice.

By: _____
(signature)

Name: Robert M. Damming

Title: Freeholder Director

Agency: GLoucester County Office of
Disability Services

Date: _____

By: _____
(signature)

Ronnie Siriani

General Manager, Access Link

NJ TRANSIT

Date _____

EB

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

WHEREAS, Eglinton Cemetery Co., with offices at 320 Kings Hwy., Clarksboro, New Jersey, has offered to donate to the County two cemetery plots, located at Clarksboro, New Jersey, Gloucester County, for use by the County as it deems appropriate; and

WHEREAS, the County has a need for the plots in order to comply with its statutory obligation to make appropriate burial arrangements for indigent persons pursuant to N.J.S.A. 40A:9-49.1, and for the County Medical Examiner to make appropriate burial arrangements for unidentified or unclaimed bodies pursuant to N.J.S.A. 40A:9-49; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes counties to accept gifts.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that Gloucester County hereby gratefully accepts donation of the two cemetery plots located at Eglinton Cemetery Co., Clarksboro, New Jersey.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, March 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E4

RESOLUTION AUTHORIZING A CONTRACT AND LICENSE MAINTENANCE AGREEMENT WITH UNITRONIX DATA SYSTEMS, INC., FOR THE PROVISION OF MAINTENANCE OF PROPRIETARY SOFTWARE (ABACUS, AND AOSS CARD REGISTRATION) FOR THE DIVISION OF SOCIAL SERVICES FOR A TOTAL CONTRACT AMOUNT OF \$53,888.22 FROM APRIL 1, 2014 TO MARCH 31, 2015

WHEREAS, the County of Gloucester has determined that there is a need for the provision of maintenance of proprietary software (ABACUS, Fraud Collection Turnkey System (web), in the amount of \$36,898.95 and A.O.S.S. Card Registration (Web), in the amount of \$16,989.27, for the Division of Social Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by Unitronix Data Systems, Inc., with offices at 1124 Route 202, Raritan, New Jersey 08869, for a total contract amount of \$53,888.22 from April 1, 2014 to March 31, 2015; and

WHEREAS, the service related to this contract is for the support and maintenance of proprietary computer software, and is an exception to the Local Public Contracts law, as described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the Purchasing Agent has certified the availability of funds in the amount of \$53,888.22 pursuant to CAF #14-01921, which amount shall be charged against budget line item 4-01-27-345-002-64105.

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 and Maintenance Agreement between the County of Gloucester and Unitronix Data Systems, Inc., for the maintenance of propriety software (ABACUS, and AOSS Card Registration) for a total contract amount of \$53,888.22 from April 1, 2014 to March 31, 2015 in accordance with the terms of the Contract and License Agreement (Schedule A) attached hereto.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, March 19, 2014 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E4

**CONTRACT BETWEEN THE
COUNTY OF GLOUCESTER
AND
UNITRONIX DATA SYSTEMS, INC.**

THIS CONTRACT is made effective the **1st day of April, 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 **UNITRONIX DATA SYSTEMS, INC.**, with offices at 1124 Route 202, Raritan, New Jersey 08869 hereinafter referred to as "**Vendor**" and will hereby supplement the Maintenance Agreement submitted by Unitronix Data Systems, Inc.

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for a maintenance agreement of the Gloucester County Division of Social Services's installed ABACUS, Fraud Collection Turnkey System and A.O.S.S. Card Registration application; and

WHEREAS, Unitronix Data Systems, Inc., has submitted a License Maintenance Agreement and said Agreement shall be attached hereto as Schedule A and incorporated as part of this contract; and

WHEREAS, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County, and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

TERMS OF AGREEMENT

1. **TERM.** The contract shall be for the period of one year from April 1, 2014 through March 31, 2015.
2. **COMPENSATION.** Contract shall be for the total contract amount of \$53,888.22, in accordance with Vendor's License Maintenance Agreement and the descriptions and pricing set forth therein. Said License Maintenance Agreement attached hereto as Schedule A.

Vendor shall be paid in accordance with this Contract document within 30 days upon date 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.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in the Vendor's License Maintenance Agreement.

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 vendor's proposal.

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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

7. **INSURANCE.** At all times during the term of this Attachment/Contract, the Vendor shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

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

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

10. **NOTICES.** Notices required by this Attachment/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.

11. **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.

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

13. **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. The County agrees not to divulge or release any proprietary information or licensing information pertaining to Unitronix Data Systems, Inc.

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

THIS CONTRACT is effective as of the **1st** day of **April, 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 Vendor 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:

UNITRONIX DATA SYSTEMS, INC.

By:
Title:

E4

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

Certificate of Availability of Funds

TREASURER'S NO. 14-01921

DATE 3-5-14

BUDGET NUMBER - CURRENT YR _____ B _____
4-01-27-345-002-04105

DEPARTMENT Social Services

AMOUNT OF CERTIFICATION 53,888.22 COUNTY COUNSEL _____

DESCRIPTION: The execution of a license maintenance agreement w/Unitronix for the provision of maintenance of proprietary software (ABAeus, and A055 Card Registration) for the Div of Soc Svc for the above amount.

VENDOR: Unitronix Data Systems Inc

ADDRESS: 1184 Route 202
Raritan NJ 08869

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-5-14

3/19/14
Freeholder
Meeting

F1

**RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM
PROPERTY OF RUSSELL D. LEONE AND APRIL LEONE, LOCATED IN THE
TOWNSHIP OF LOGAN, KNOWN AS BLOCK 703, LOT 1, CONSISTING OF
APPROXIMATELY 43.3 ACRES, FOR THE AMOUNT OF \$530,425.00**

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, **Russell D. Leone and April Leone**, having presented themselves as the owners of the land and premises located in the **Township Logan (hereinafter "Township")**, and known as **Block 703, Lot 1, on the Official Tax Map of the Township (hereinafter collectively the "Property")**, which consists of approximately 43.3 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Russell D. Leone and April Leone**, 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 **\$530,425.00**, 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 **\$530,425.00**, pursuant to CAF# 14-01998, 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 **Russell D. Leone and April Leone**, known as **Block 703, Lot 1**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$530,425.00**;
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Russell D. Leone and April Leone**, in regard to the County's purchase of development easements in the farm premises known as **Block 703, Lot 1**, in the Township of Logan, 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 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F1

CONTRACT TO SELL DEVELOPMENT EASEMENT

RUSSELL D. LEONE and APRIL LEONE, 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: _____
RUSSELL D. LEONE

Social Security Number

BY: _____
APRIL LEONE

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: _____
RUSSELL D. LEONE

Date

BY: _____
APRIL LEONE

Date

A

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

Certificate of Availability of Funds

TREASURER'S NO. 14-01998

DATE March 5, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$530,425.00 COUNTY COUNSEL Emmett Primas, Esq.

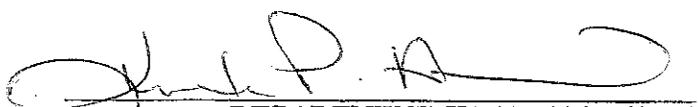
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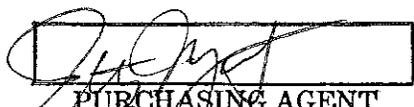
Resolution to acquire a development easement on the farm property of Russell D. Leone and April Leone located in the Township of Logan, known as Block 703, Lot 1 consisting of Approximately 43.3 acres at \$12,250.0 per acre for a total amount of \$530,425.00 for Farmland Preservation program.

VENDOR: Title America Agency Corp.

ADDRESS: 185 West White Horse Pike

Berlin, NJ 08009


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 3-7-14

*March 19, 2014
(Freeholder Meeting)*

F2

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF THE ESTATE OF SHIRLEY HAZELTON, LOCATED IN THE TOWNSHIP OF HARRISON, KNOWN AS BLOCK 33.01, LOT 3, CONSISTING OF APPROXIMATELY 41.026 ACRES, FOR THE AMOUNT OF \$512,825.00

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, the Estate of Shirley Hazelton, having presented themselves as the owners of the land and premises located in the Township of Harrison (hereinafter "Township"), and known as Block 33.01, Lot 3, on the Official Tax Map of the Township (hereinafter collectively the "Property"), which consists of approximately 41.026 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, the Estate of Shirley Hazelton, 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 \$512,825.00, 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 \$512,825.00, pursuant to CAF# 14-01974, 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 the Estate of Shirley Hazelton, known as Block 33.01, Lot 3, in the Township of Harrison, County of Gloucester, State of New Jersey for the amount of \$512,825.00;
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and the Estate of Shirley Hazelton, in regard to the County's purchase of development easements in the farm premises known as Block 33.01, Lot 3, in the Township of Harrison, 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 19, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F2

CONTRACT TO SELL DEVELOPMENT EASEMENT

THE ESTATE OF SHIRLEY HAZELTON,
CHARLES R. ERHARDT, JR., EXECUTOR

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: The Estate of Shirley Hazelton, Charles R. Erhardt, Jr., Executor, having an address of 9 Lakeside Lane, Carney's Point, NJ, 08069
(hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: Lot 3, Block 33.01, in the Township of Harrison, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 12,500.00 **ASSUMED ACREAGE:** Approximately 41.026 acres

ESTIMATED GROSS SALES PRICE: \$512,825.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

OF EXCEPTION AREAS: NONE

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

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 advisers -- 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:
THE ESTATE OF SHIRLEY HAZELTON

BUYER:
COUNTY OF GLOUCESTER

BY: _____
CHARLES R. ERHARDT, JR., EXECUTOR

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

**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:

THE ESTATE OF SHIRLEY HAZELTON

BY: _____
CHARLES R. ERHARDT, JR., EXECUTOR

_____ Date

F2

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

Certificate of Availability of Funds

TREASURER'S NO. 14-01974

DATE March 5, 2014

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$512,825.00 COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION:

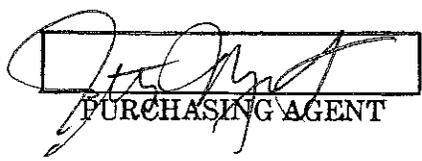
Resolution to acquire a development easement on the farm property of the Estate of Shirley Hazelton, located in the Township of Harrison known as Block 33.01, Lot 3 Consisting of approximately 41.026 acres valued at \$12,500.00 per acre for a total amount of \$512,825.00. for Farmland Preservation program.

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 3-7-14

*March 19, 2014
Freeholder
Meeting*

GI

RESOLUTION AWARDING A SPLIT CONTRACT FOR PROFESSIONAL VETERINARIAN SERVICES WITH DR. ROBERT W. HARRIS OF PITMAN ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$40,000.00, CROSS KEYS ANIMAL HOSPITAL IN AN AMOUNT NOT TO EXCEED \$30,000.00 AND CLAYTON VETERINARY ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM APRIL 1, 2014 TO MARCH 31, 2015

WHEREAS, the Gloucester County Board of Chosen Freeholders and the Gloucester County Animal Shelter seeks to reduce the amount of unwanted pets and the number of animals that must be euthanized each year within the County of Gloucester; and

WHEREAS, through its Spay/Neuter Program, prior to being released to a new owner, the Animal Shelter will continue to have the pet spayed or neutered at its own expense, and at the time of adoption, the new family will reimburse the County for all fees incurred; and

WHEREAS, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and, for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program; and

WHEREAS, the County of Gloucester further seeks to employ a veterinarian to provide professional veterinary consulting services, training of personnel, and for the provision of a valid NJ State veterinary license for the purposes of obtaining prescription drugs and supplies as outlined with **RFP 14-014**; and

WHEREAS, the County requested proposals as to the aforementioned services via **RFP 14-014** from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the evaluation, based on the established criteria, concluded that **Dr. Robert W. Harris of Pitman Animal Hospital**, located at 654 N. Delsea Drive, Pitman, NJ 08071, is awarded a contract in an amount not to exceed \$40,000.00, for spaying and neutering services, emergency veterinary services during normal business hours and Consulting Services from April 1, 2014 to March 31, 2015; and

WHEREAS, in addition, **Cross Keys Animal Hospital** located at 2071 Black Horse Pike, Williamstown, NJ 08094 is awarded a contract in an amount not to exceed \$30,000.00 for spaying and neutering services and emergency veterinary services during normal business hours, from April 1, 2014 to March 31, 2015; and

WHEREAS, in addition, **Clayton Veterinary Associates** located at 820 N. Delsea Drive, Clayton, NJ 08312 is awarded a contract in an amount not to exceed \$30,000.00 for spaying and neutering services and emergency veterinary services during normal business hours from April 1, 2014 to March 31, 2015; and

WHEREAS, the contracts shall be for estimated units of service, therefore, these contracts are open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County Budget; and

WHEREAS, this contract may be awarded pursuant to the provisions of the Local Public contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorized to execute the contract with Dr. Robert W. Harris of Pitman Animal Hospital in an amount not to exceed \$40,000.00, Cross Keys Animal Hospital in an amount not to exceed \$30,000.00 and Clayton Veterinary Associates in an amount not to exceed \$30,000.00 for services as set forth in **RFP 14-014**, including sterilization and related services for professional consultation services, and for emergency veterinary services from April 1, 2014 to March 31, 2015; and

BE IT FURTHER RESOLVED that prior to any services being provided, pursuant to the within agreement a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, identifying the line item from the County budget out of which said funds shall be paid; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, March 19, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

GI

**CONTRACT BETWEEN
PITMAN ANIMAL HOSPITAL
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of **April, 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 **DR. ROBERT W. HARRIS OF PITMAN ANIMAL HOSPITAL**, with offices located at 654 N. Delsea Drive, Pitman, NJ 08071, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and

WHEREAS, there exists a need for the County of Gloucester to contract for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program as set forth in **RFP 14-014**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2014 and concluding March 31, 2015.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$40,000.00, as per Vendor's response to RFP 14-014 submitted by Vendor dated February 20th and 21st 2014.

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

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

Each invoice shall contain an itemized, detailed description of all 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 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 County's RFP 14-014, and Vendor's responsive proposal dated February 20th and 21st 2014, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP 14-014.

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 Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP 14-014, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. COMPLIANCE WITH APPLICABLE LAW. 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 CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 14-014 issued by the County of Gloucester and Vendor's responsive proposal dated February 20th and 21st 2014. Should there occur a conflict between this form of contract and the County's RFP 14-014, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP 14-014 issued by the County of Gloucester and the Vendor's responsive proposal dated February 20th and 21st 2014, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PITMAN ANIMAL HOSPITAL

DR. ROBERT W. HARRIS, OWNER

**CONTRACT BETWEEN
CROSSKEYS ANIMAL HOSPITAL
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of **April, 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 **CROSSKEYS ANIMAL HOSPITAL**, with offices located at 2071 N. Black Horse Pike, Williamstown, NJ 08094, hereinafter referred to as "**VENDOR**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and

WHEREAS, there exists a need for the County of Gloucester to contract for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program as set forth in **RFP 14-014**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing April 1, 2014 and concluding March 31, 2015.
2. **COMPENSATION.** Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$30,000.00, as per the RFP submitted by Vendor dated February 11, 2014.

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

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

Each invoice shall contain an itemized, detailed description of all 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 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 County's RFP 14-014, and Vendor's responsive proposal dated February 11, 2014, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP 14-014.

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 Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP 14-014, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall

provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** 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 CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 14-014 issued by the County of Gloucester and Vendor's responsive proposal dated February 11, 2014. Should there occur a conflict between this form of contract and the County's RFP 14-014, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP 14-014 issued by the County of Gloucester and the Vendor's responsive proposal dated February 11, 2014, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CROSSKEYS ANIMAL HOSPITAL

(Please Print Name)

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**CONTRACT BETWEEN
CLAYTON VETERINARY ASSOCIATES
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of **April, 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 **CLAYTON VETERINARY ASSOCIATES**, with offices located at 820 N. Delsea Drive, Clayton, NJ 08312, hereinafter referred to as "**VENDOR**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for spaying and neutering services and other services related to the sterilization of the animals in compliance with the Gloucester County Animal Shelter's Spay/Neuter Program; and

WHEREAS, there exists a need for the County of Gloucester to contract for emergency veterinary services during normal business hours in compliance with the County's Animal Control Program as set forth in **RFP 14-014**; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing April 1, 2014 and concluding March 31, 2015.
2. **COMPENSATION**. Contract shall be for estimated units of service, with the minimum contract amount of zero and a maximum contract amount of \$30,000.00, as per Vendor's response to RFP 14-014 dated March 3, 2014.

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

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

Each invoice shall contain an itemized, detailed description of all 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 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 County's RFP 14-014, and Vendor's responsive proposal dated March 3, 2014, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP 14-014.

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 Contractor or its agents.

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

A. Pursuant to the termination provisions set forth in the RFP 14-014, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period

of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

17. COMPLIANCE WITH APPLICABLE LAW. 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 CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 14-014 issued by the County of Gloucester and Vendor's responsive proposal dated March 3, 2014. Should there occur a conflict between this form of contract and the County's RFP 14-014, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP 14-014 issued by the County of Gloucester and the Vendor's responsive proposal dated March 3, 2014, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of April, 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 Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CLAYTON VETERINARY ASSOCIATES

(Please Print Name)

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 -014-014 Veterinary Services- Pitman Animal Hospital

<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> All services including Emergency work, Consulting and Spay Neuter Services to be performed with very experienced staff. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Performs all duties as requested by Shelter Director. Vendor is currently performing all functions listed with experienced staff to perform duties listed in the RFP. <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> Vendor will perform all duties listed and is our current vendor for this Service. Very knowledgeable to perform all duties requested as well as providing a license for kennel operations.. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>E. Reasonableness of Cost Proposal Pricing is the industry standard for services indicated in the RFP. <u>20</u> points</p>	<p style="text-align: center;">15</p>
<p>TOTALS</p>	<p style="text-align: center;">91</p>

BASIS OF AWARD

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

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

RFP -014-014 Veterinary Services- Cross Keys Animal Hospital

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
<p>A. Proposal contains all required checklist information <u>5</u> points All required paperwork submitted.</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Bid on daytime emergencies. Currently performs this function for the County. <u>25</u> points</p>	20
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Currently performs emergency work as directed by Shelter Director. <u>25</u> points</p>	23
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Qualified to perform emergency duties as required. <u>25</u> points</p>	23
<p>E. Reasonableness of Cost Proposal Pricing is the lowest submitted for the services listed. <u>20</u> points</p>	18
<p>TOTALS</p>	89

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 -014-014- Veterinary Services- Clayton Animal Hospital

<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> Bid on daytime emergencies and Spay neuter. <u>25</u> points</p>	<p style="text-align: center;">24</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Currently performs emergency work as directed by Shelter Director. <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> Qualified to perform emergency duties as required. <u>25</u> points</p>	<p style="text-align: center;">23</p>
<p>E. Reasonableness of Cost Proposal Pricing is the highest submitted. <u>20</u> points</p>	<p style="text-align: center;">13</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">88</p>