

**AGENDA**

7:30 p.m. Wednesday, May 21, 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 May 7, 2014

P-1 Proclamation Proclaiming May 2014 as Older Americans Month (Taliaferro) (previously presented)

P-2 Proclamation proclaiming May 12<sup>th</sup> – 16<sup>th</sup> as National Small Business Week in Gloucester County (Simmons) (to be presented at a later date).

P-3 Proclamations for the Best of Gloucester County winners (Simmons) (to be presented at a later date)

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 OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$4,974,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2014; (ii) \$4,250,000 OF ITS COUNTY COLLEGE BONDS, SERIES 2014; AND (iii) \$4,997,000 OF ITS COUNTY COLLEGE BONDS (BUILDING OUR FUTURE BOND ACT), SERIES 2014; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS**

**A-2 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, CASSELL ELLIS v. GLOUCESTER COUNTY, C.P. NO. 2011-13694 IN THE AMOUNT OF \$26,500.00.**

This matter involves claims made under the New Jersey Workers' Compensation statute, wherein County employee Cassell Ellis (*Petitioner*) alleged work-related injuries. This resolution will authorize settlement in the amount of **\$26,500.00** as per the recommendation of the County's workers' compensation attorney, Prudence Higbee of Capehart & Scatchard. Petitioner alleges injuries which occurred during the course of employment due to an altercation with an inmate. Pursuant to N.J.S.A. 34:15-128.3a the matter is being resolved. The Petitioner is *represented by Herb Stayton, Esquire*.

**A-3 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, KOHL'S DEPARTMENT STORES, INC. V. MANTUA, DOCKET NUMBERS 010151-2012, 001143-2013.**

The Plaintiff, Kohl's Department Stores, Inc., represented by the law firm Garippa Lotz & Giannuario, filed state tax appeals contesting the assessment on the subject property known as Block 61.01, Lot 2.07, and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1. The value is being decreased as follows:

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2012	\$11,675,900	Withdraw
2013	\$11,675,900	\$9,400,000
2014	\$11,675,900	\$9,200,000

**A-4 RESOLUTION AUTHORIZING INSTITUTE OF LITIGATION AGAINST WEST DEPTFORD TOWNSHIP FOR DEFAULTING ON FINANCIAL OBLIGATIONS TO THE COUNTY.**

Pursuant to the terms of the West Deptford Energy Associates Amended and Restated Redevelopment Agreement (Agreement) approved in 2011, West Deptford Township is obligated to pay to the County of Gloucester ten-percent of the Payment in Lieu of Taxes (PILOT) revenue received pursuant to that Agreement. The 2012 and 2013 PILOT payments to the County are delinquent, and the Township has made no 2014 payments to the County. This resolution directs legal counsel to demand compliance with the Agreement, and authorizes any legal action required to collect revenue due to the County.

**A-5 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.****CLICK IT OR TICKET - \$24,000.00**

This grant will provide funding to various municipalities to reimburse officer overtime during click it or ticket details. The object is to reduce the percentage of motorists and their passengers that do not comply with the State's seat belt law.

**CHILD PASSENGER SAFETY SEAT PROGRAM - \$12,000.00**

These funds will be used to supplement the GC Sheriff's Office operating budget to educate parents and caregivers on proper child safety seat installation. Funds are used to purchase car seats and provide salary reimbursement to officers performing safety seat checks and demonstrations.

**PREVENTION SERVICES - \$300,000.00**

The purpose of this program is to provide prevention services to at-risk individuals of Gloucester County. Services will include rental subsidies, utility assistance, emergency food, emergency medical and dental care and emergency crisis counseling directed at stabilizing a client's mental ability. Funding will be used to fund family preservation case management services. Funding for this program has remained constant for the third consecutive year.

**MUNICIPAL ALLIANCE - \$391,915.00**

The purpose of this funding is to continue the services being provided in helping to eliminate the dependency of drugs and alcohol among Gloucester County residents. The short term goal is to work with committees, community agencies and organizations to make available quality preventative educational programs, promote activities and alternatives that will heighten public awareness.

**A-6 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2014.**

The Treasurer of Gloucester County submits the bill lists for April 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 lists. Checks will be mailed May 16, 2014.

**A-7 RESOLUTION REGARDING APPOINTMENTS TO THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT.**

This Resolution authorizes the reappointment of Anthony Wilcox and Marlene McConnell to three year terms from July 1, 2014 to June 30, 2017.

**A-8 RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE LICENSING AND SUBSCRIPTION RENEWAL OF GEOGRAPHIC INFORMATION SYSTEMS MAPPING SOFTWARE IN AN AMOUNT NOT TO EXCEED \$20,000.00 FROM MAY 2, 2014 TO MAY 1, 2015.**

This Resolution authorizes an agreement with Environmental Systems Research Institute, Inc. (ESRI), 380 New York Street, Redlands, California 92373. They are the provider of all GIS Software including ArcMap, ArcInfo, ArcIms (which runs GCMAPS), etc. which are used by County Departments of Emergency Response, Health, Planning, Taxation, Information Technology, as well as the Board of Elections and County Prosecutor. Their software and licensing are used exclusively by the State of New Jersey, most counties in New Jersey and many municipalities. There is no substitute software and ESRI is the sole producer of Arc Software. ESRI also provides training services relating to their products and provides technical support through licensing. This Contract is from May 2, 2014 to May 1, 2015 in an amount not to exceed \$20,000.00 and is awarded pursuant to N.J.S.A. 40A:11-5(dd).

**A-9 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE COMMVAULT SOFTWARE PREMIER SUPPORT COVERAGE AND REMOTE OPERATIONS MANAGEMENT SERVICE FOR THE TOTAL CONTRACT AMOUNT OF \$17,694.60 FROM JULY 16, 2014 TO JULY 15, 2015**

This Resolution authorizes a contract with Comm Solutions, 140 Quaker Lane, Malvern, PA 19355, to provide operational support for our CommVault Software. The CommVault product allows us to store off line information for future retrieval. The primary use for this system is storing the information necessary to comply with our OPRA requests, which constitute the majority of our off line storage activity. This Contract is for a total amount of \$17,694.60 from July 16, 2014 to July 15, 2015 and is awarded pursuant to N.J.S.A. 40A:11-5(dd).

**A-10 RESOLUTION ADOPTING A PROTOTYPICAL DEFERRED COMPENSATION PLAN PURSUANT TO SECTION 457 OF THE FEDERAL INTERNAL REVENUE CODE AND AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH MASS MUTUAL FINANCIAL GROUP AND THE VARIABLE ANNUITY LIFE INSURANCE COMPANY ("VALIC").**

Implementation of a Deferred Compensation Plan will serve the interests of the County by enabling it to provide enhanced retirement security to its eligible employees and/or provide employees with further options. This resolution will adopt a prototypical Deferred Compensation Plan to benefit County employees as established pursuant to Section 457 of the Federal Internal Revenue Code, and authorize a service agreement with Mass Mutual Financial Group and VALIC as qualified plan administrators

**A-11 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF SALEM FOR HOUSING GLOUCESTER COUNTY ADULT MALE AND FEMALE INMATES FROM JUNE 1, 2014 TO MAY 31, 2024.**

This Resolution authorizes the execution of a Shared Services Agreement between Gloucester County and Salem County wherein Salem County houses Gloucester County's adult male and female detainees. This Resolution authorizes the Agreement from June 1, 2014 to May 31, 2024 at the rate of \$83.00 per day per inmate.

**A-12 RESOLUTION REQUIRING ALL COUNTY EMPLOYEES TO BE COMPENSATED BY DIRECT DEPOSIT ONLY COMMENCING JULY 1, 2014 IN ACCORDANCE WITH P.L. 2013, C.28.**

On March 12, 2013, Governor Chris Christie, approved P.L. 2013, c.28., which requires direct deposit for all State employee compensation on and after July 1, 2014; and which further allows, County, County College, Municipal and local school districts to opt for mandatory direct deposit for all employee compensation on or after July 1, 2014. P.L. 2013, c.28 provides that in order for a County to utilize this policy, a resolution must be approved by the local governing body and the adoption of this policy will provide a significant cost savings to the County.

**A-13 RESOLUTION AUTHORIZING PAYMENT TO THE CAMDEN COUNTY HEALTH SERVICES AND/OR OTHER APPROPRIATE HOSPITALS FOR COURT-ORDERED INPATIENT MEDICAL TREATMENT FOR GLOUCESTER COUNTY RESIDENTS PURSUANT TO N.J.S. 30:4-60 IN AN AMOUNT NOT TO EXCEED \$425,000.00 FOR THE YEAR 2014.**

In instances where the court has determined an individual has a need for treatment, it may direct the admission or hospitalization of said person by Court order. This resolution will authorize payment through the County Adjuster's Office for court-ordered inpatient medical treatment for Gloucester County residents as required by NJ State Statute 30:4-60.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE VETERANS TRANSPORTATION GRANT FROM THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS FOR THE PROVISION OF TRANSPORTATION SERVICES TO COUNTY VETERANS IN THE TOTAL AMOUNT OF \$30,000.00, FROM JULY 1, 2014 TO JUNE 30, 2015.**

The Division of Transportation Services under the Department of Human Services is requesting authorization for submission of a grant application and execution of a grant agreement with the Department of Military & Veterans Affairs in the total amount of \$30,000.00, from July 1, 2014 to June 30, 2015. The grant application/agreement is for the provision of paratransit-type services to eligible veterans of Gloucester County for transport to the VA Hospital in Philadelphia, VA Hospital in Elsmere, Delaware and the VA Clinic in Sewell.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION REVISING THE COMMUNITY DEVELOPMENT PY2012 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC FACILITIES PROJECTS.**

The Department of Public Works Planning Division is requesting a Resolution revising the Community Development PY2012 Annual Action Plan and approves a change in CDBG Activities from defunding the Borough of Westville public facilities project for the replacement of a traffic signal in the amount of \$50,000.00 and re-allocating the funds to the Township of Franklin for the remediation of environmental contaminants and/or treatment of such contaminant to render them harmless in order to eliminate detriment to public health and safety. The County and the Planning Division believes it would be in the best interest to utilize the FY2012 funds toward the remediation activity.

**C-2 RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY, FOR A TOTAL AMOUNT OF \$30,860.00, FROM JUNE 1, 2014 TO MAY 31, 2015.**

Resolution authorizing a Joint Funding Agreement with the United State Geological Survey, for a total amount of \$30,860.00, from June 1, 2014 to May 31, 2015, for the Investigation of Water Resources in the County including the operation of one stream gaging station (Station Number 0141156, located on Little Ease Run, Clayton, NJ) and operation of water level recorders on ground water wells. The agreement also provides continuous ground water level recorders on four (4) Kirkwood-Cohansey Aquifer wells. Data collected for the project is used for hydro geologic investigations (water level mapping) and watershed studies. This is part of the ongoing cooperative effort to evaluate the effects of groundwater withdrawals on the Kirkwood-Cohansey Aquifer system. Information from the project is accessible through the USGS National Water Information System Web Interface. The information is also available from the USGS Real Time Hydrologic Notification Systems entitled Water Alert, Water Now, and Water

Watch. The new service enables staff to receive instant stream flow data and groundwater level information.

**C-3 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE TRANSPORTATION AND COMMUNITY DEVELOPMENT INITIATIVE (TCDI) GRANT FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION, IN THE TOTAL AMOUNT OF \$100,000.00, WITH AN IN-KIND MATCH OF \$25,000.00, FROM JUNE 1, 2015 TO JUNE 30, 2017.**

This Resolution authorizes the execution of any and all documents for the Department of Public Works - Planning Division's application to the Delaware Valley Regional Planning Commission (DVRPC) Transportation and Community Development Initiative Grant Program in the amount of \$100,000.00 to initiate the development of the new Gloucester County Master Plan – Vision for the New Millennium. The grant requires an in-kind match of \$25,000.00, which equates to 20% of the total project amount. The first phase of the program will involve the development of a new Land Use Element of the new Master Plan. The grant term is for a two year period from June 1, 2015 to June 30, 2017.

**C-4 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2014 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$41,510.00.**

This resolution authorizes the annual payment to the Delaware Valley Regional Planning Commission to cover Gloucester County's financial contribution to the operation of DVRPC as a member government. This amount covers the County's proportionate share of costs not covered by grants or other revenues. The payment assures a continuing comprehensive program of regional planning, highway and transit programming and technical assistance.

**C-5 RESOLUTION APPROVING CONTRACT CHANGE ORDER #01-INCREASE WITH R.E. PIERSON, INC. IN THE AMOUNT OF \$17,930.90 FOR ENGINEERING PROJECT #05-03SA IN THE BOROUGH OF PITMAN.**

This Resolution will approve and authorize Contract Change Order #01-Increase, with R.E. Pierson Construction Company, Inc., (P.O. Box 430, Woodstown, NJ 08098/426 Swedesboro Road, Pilesgrove, NJ 08098) for the project "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA (hereinafter the "Project"), in the amount of \$17,930.90. This change order covers the removal of additional concrete roadway base and replaces it with bituminous base. This will allow for a better final product and is being recommended in conjunction with the Borough of Pitman's decision to have their sanitary sewer line along Holly Avenue replaced. Other items covered in this change order are additional pipe quantities for the replacement of drainage on Cedar Avenue County Route 682. These failing catch basins and drainage lines were discovered during construction adjacent to the project. Construction of the outfall with new large diameter pipe in lieu pipe lining, at no cost to the County is also included in this change order. The overall change order results in a slight project cost increase resulting in a new total contract amount of \$2,395,184.33. This project is 100% State Aid Funded.

**C-6 RESOLUTION TO CONTRACT WITH P & A CONSTRUCTION, INC. FOR THE PHASE 2 – RECONSTRUCTION OF EGG HARBOR ROAD, COUNTY ROUTE 630, WASHINGTON TOWNSHIP PROJECT FOR THE TOTAL AMOUNT OF \$2,365,843.47.**

This Resolution will authorize and approve the County entering into a contract with P & A Construction, Inc. (PO Box 28, Colonia, NJ 07067) for the Construction of the "Phase 2 – Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey," Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA (hereinafter the "Project"), in the amount of \$2,365,843.47. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, April 30, 2014. P & A Construction, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. This project consists of various roadway improvements that increase capacity, improve traffic flow, and enhance safety for motorists, pedestrians and bicyclists along Egg Harbor Road (County Route 630) between Pembroke Drive and Medical Center Drive. The improvements will include roadway widening, traffic signal improvements, auxiliary lanes, drainage improvements, and traffic striping. The project will also include milling and resurfacing of the entire project limits. Areas of full depth pavement repair and curb replacement will be performed as needed. This project is anticipated to be completed 176 days after notice to proceed is issued by the County. This project is 100% Federal Aid Funded.

**C-7 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-669 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$72,889.00.**

This Resolution will authorize the County to enter into NJDOT Agreement Modification Increase #01 in the amount of \$72,889.00 for Federal Agreement 13-DT-BLA-669 for Federal Funding totaling \$1,996,117.00 for the roadway improvement project known as the "Resurfacing and Safety Improvements to Buck Road, Section 2, County Route 553 from Thornwood Dr. in the Township of Elk to County Route 628 in the Borough of Glassboro," per Federal Project #STP-0144(110), Engineering Project #13-03FA. The agreement modification is for the inclusion of Construction Management funding. Additional agreement modifications will likely be required to comply with State regulations after award of the construction contract as well as final project close-out. This project is 100% federally funded.

**DEPARTMENT OF EDUCATION****FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO****D-1 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JULY 1, 2014 TO JUNE 30, 2015 FOR AN AMOUNT NOT TO EXCEED \$500,000.00.**

This Resolution authorizes an Amendment to a Contract with the Gloucester County Institute of Technology extending the contract for a one year period from July 1, 2014 to June 30, 2015 for an amount not to exceed \$500,000.00 and amending Articles 3.4.1 Consideration of Payment, 4.1 Performance Criteria and Reports and 6.1 Audits and Inspections of the Contract. All other terms and provision of the original contract remain in full force and effect.

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES****FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES****E-1 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$8,000.00.**

This Resolution authorizes an amendment to the County's contract with Maryville, Inc. for the year 2014 for various addiction services such as addiction treatment, inpatient detoxification, outpatient treatment, assessments, evaluations and Sober Living housing. The amendment increases the contract amount by \$8,000.00, resulting in an amount not to exceed \$202,700.00. The amendment is necessary to fund additional Sober Living housing services for addiction rehabilitation support. The funds applied to Sober Living housing are State funds.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION****FREEHOLDER DIMARCO  
FREEHOLDER CHILA****F-1 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE STATE OF NEW JERSEY FOR THE FY2014-2015 DESTINATION MARKETING ORGANIZATION (DMO) GRANT IN THE AMOUNT OF \$5,000.00 WITH A CASH MATCH BY THE COUNTY OF \$1,250.00, FOR A TOTAL AMOUNT OF \$6,250.00 FROM OCTOBER 1, 2014 TO OCTOBER 1, 2015.**

This State grant will be used to support the printing of brochures for the promotion and marketing of the Red Bank Park and the Whittall House sites as tourism destinations. The County Department of Parks and Recreation will provide the cash match described above.

**F-2 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF JUNE 25, 2014, REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 400, LOT 3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP OF MANTUA, WITH OPEN SPACE PRESERVATION TRUST FUNDS.**

The County is considering joint participation in the acquisition of the property owned by Maple Ridge GIBG, LLC, known as Block 400, Lot 3 (also known as Lots 3, 10, 18 and 19), Township of Deptford and Block 173, Lot 4, Township of Mantua, (hereinafter "the property"), through the Open Space Preservation Program. The proposed acquisition of the property is a cooperative endeavor by the County, the State of New Jersey, the Township of Mantua, and the South Jersey Land Trust. The landowners have agreed to the State's offer of \$3,233,500.00, and the proposed acquisition of the property will be funded amongst the following parties: the State of New Jersey/Green Acres Program shall contribute \$983,500.00; the County shall contribute \$1,650,000.00 (the County will be eligible for a matching grant in the amount of \$825,000.00 towards its cost-share contribution from Green Acres; Mantua Township shall contribute \$250,000.00 (The Township will obtain a matching grant in the amount of \$50,000.00 towards its cost-share contribution from Green Acres); and the South Jersey Land Trust shall contribute \$350,000.00 (The Trust will be eligible for a matching grant in the amount of \$175,000.00 towards its cost-share contribution from Green Acres). Once settlement has occurred all interested parties will deed any respective interests in the property to the State of New Jersey, Department of Environmental Protection. This property is approximately 110.47 acres in size and will be utilized as a natural area. The County of Gloucester will enter into a Management Use Agreement with the State of New Jersey/Green Acres Program, and then in turn will sign an agreement with Mantua Township who will be responsible for the maintenance of the property. In order to proceed with the preservation process a public hearing must be conducted on the County's participation in the proposed acquisition of the property. Since the public hearing cannot be held until 30-days after it is scheduled, this resolution sets the public hearing date for the Freeholder meeting of June 25, 2014.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES****FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO****G-1 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE GLOUCESTER COUNTY CLICK IT OR TICKET PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$24,000.00 FROM MAY 1, 2015 TO JUNE 30, 2015.**

The Gloucester County Prosecutor's Office, Crash Investigation Unit has applied for a Click it or Ticket grant in the amount of \$24,000.00 from May 1, 2015 to June 30, 2015. The grant is being made available by the New Jersey Division of Highway Traffic Safety to conduct various Click it or Ticket enforcement details throughout Gloucester County. The grant will be responsible for the reimbursement to officers of the selected municipalities, in order to pay their overtime. The objective is to reduce the percentage of motorists and their passengers that do not comply with the state's seat belt law. The most effective device for preventing deaths and injuries in motor vehicle crashes remains the seatbelt. The reimbursement rate for the Click it or Ticket details will be \$50.00 per hour, allowing for 480 hours of enforcement details throughout Gloucester County. Each municipality that conducts a Click it or Ticket detail, will forward all copies of payroll records for the officers that worked for reimbursement.

**G-2 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION WITH BILLOWS ELECTRIC SUPPLY, CO., FOR AN AMOUNT NOT TO EXCEED \$60,000.00 PER YEAR FROM JUNE 1, 2014 TO MAY 31, 2016.**

This Resolution extends the Contract with Billows Electric Supply Co. originally entered into on May 8, 2013, for the supply and delivery of electrical parts, for one (1) two (2) year term through May 31, 2016 for an amount not to exceed \$60,000.00 per year.

**MINUTES**

7:30 p.m. Wednesday, May 7, 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 April 2, 2014 and April 16, 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		April 16
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48382 Proclamation recognizing the Pitman Basketball Team for winning the Division 1 Championship (Simmons) (to be presented)

48383 Proclamation recognizing The Centennial of the Smith-Lever Act Establishing Cooperative Extension and signed on May 8, 1914. (DiMarco) (to be presented at a later date)

48384 Proclamation proclaiming National Nurses Appreciation Week - May 6<sup>th</sup> – 12<sup>th</sup>. (Taliaferro) (to be presented at a later date)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER CHILA

**48385 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE LITIGATION PERTAINING TO THE CONTRACT DISPUTE REGARDING THE WEST DEPTFORD PILOT AGREEMENT.**

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

Comments: N/A

**48386 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, R&F DEPTFORD, LLC VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 009094-2012, 005668-2013.**

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

Comments: N/A

**48387 RESOLUTION AUTHORIZING SETTLEMENT OF THE BAIL FORFEITURE MATTER ENTITLED STATE v. TOLGA TOP, BAIL NUMBERS GLO-0030250 AND GLO-0030251 FOR \$40,000.00.**

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

Comments: N/A

**48388 RESOLUTION AUTHORIZING THE COUNTY TO ACCEPT A PORTION OF PARADISE ROAD IN THE TOWNSHIP OF WEST DEPTFORD AND TURNING OVER A PORTION OF FRIARS BOULEVARD.**

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

Comments: N/A

**48389 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

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

Comments: N/A

**48390 RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A SECOND EXTENSION TO THE EXISTING SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE SALEM COUNTY IMPROVEMENT AUTHORITY REGARDING THE REGIONAL WASTEWATER MANAGEMENT PROJECT FOR A FIVE YEAR PERIOD.**

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

Comments: N/A

**48391 RESOLUTION AUTHORIZING THE RENEWAL OF A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATED TO EMPLOYEE SCREENING, TESTING, INTERVIEWING AND RELATED SERVICES FROM FEBRUARY 7, 2014 TO FEBRUARY 6, 2034.**

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

Comments: N/A

**48392 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6.**

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

Comments: N/A

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**48393 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$3,600.00 RESULTING IN A NEW MAXIMUM CONTRACT AMOUNT OF \$163,600.00.**

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

Comments: N/A

**48394 RESOLUTION TO CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR THE SUPPLYING OF CATIONIC EMULSIFIED ASPHALT (CRS-2) FROM MAY 18, 2014 TO MAY 17, 2016 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER CONTRACT YEAR**

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

Comments: N/A

**48395 RESOLUTION TO CONTRACT WITH SOUTH STATE INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO BUCK ROAD (SECTION 2) COUNTY ROUTE 553 IN THE TOWNSHIP OF ELK AND BOROUGH OF GLASSBORO FOR THE TOTAL AMOUNT OF \$1,274,693.70.**

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

Comments: N/A

**48396 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #03-INCREASE, FINAL WITH SOUTH STATE, INC., IN THE AMOUNT OF \$24,794.22.**

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

Comments: N/A

**48397 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$217,429.36.**

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

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**48398 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO HOLCOMB BUS SERVICE, INC. TO OPERATE A VOCATIONAL BUS ROUTE FOR PERSONS WITH DISABILITIES, FROM JUNE 11, 2014 TO MAY 31, 2015, IN AN AMOUNT NOT TO EXCEED \$59,736.00.**

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

Comments: N/A

**48399 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR A TOTAL AMOUNT OF \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2014 TO JUNE 30, 2015.**

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

Comments: N/A

**48400 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF JOB ACCESS AND REVERSE COMMUTE (JARC) SFY15 + SFY16 ROUND 1 & 2 GRANT FROM NJ TRANSIT, IN THE TOTAL AMOUNT OF \$250,000.00 WITH A CASH MATCH OF \$250,000.00, FROM JULY 1, 2014 TO JUNE 30, 2016.**

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

Comments: N/A

**48401 RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY COUNSEL TO ATTEST TO FEDERAL 2014 ANNUAL CERTIFICATIONS AND ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA) ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY NJ TRANSIT.**

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

Comments: N/A

**48402 RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION TO NJ TRANSIT FOR FFY 2013 SECTION 5310 GRANT, WITH FUNDING FOR VEHICLE PROJECT, MOBILITY MANAGEMENT PROJECT AND OPERATING PROJECT, IN THE TOTAL AMOUNT OF \$250,000.00 WITH AN IN-KIND MATCH OF \$250,000.00, FROM JANUARY 1, 2015 TO DECEMBER 31, 2016.**

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

Comments: N/A

**48403 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$32,500.00.**

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

Comments: N/A

**48404 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE AMERICAN INSTITUTE OF TOXICOLOGY, INC. FOR THE PROVISION OF TOXICOLOGY LAB SERVICES FOR THE GLOUCESTER/CAMDEN/SALEM MEDICAL EXAMINER'S OFFICE FOR AN AMOUNT NOT TO EXCEED \$50,000.00 ANNUALLY FROM MAY 7, 2014 TO MAY 6, 2016.**

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

Comments: N/A

**48405 RESOLUTION AUTHORIZING THE APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 FOR AN AMOUNT NOT TO EXCEED \$350,000.00.**

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

Comments: N/A

**48406 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE CWA CASE BANKING EQUIPMENT GRANT FROM THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT (DFD), IN THE TOTAL AMOUNT OF \$10,000.00, FROM MARCH 15, 2014 TO JUNE 30, 2014.**

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

Comments: N/A

**48407 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2014 COUNTY MUNICIPAL ALLIANCE PLAN AND GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE IN THE AMOUNT OF \$391,915.00, WITH \$60,000.00 DESIGNATED TOWARD THE SALARY OF THE COUNTY ALLIANCE COORDINATOR FROM JULY 1, 2014 TO JUNE 30, 2015.**

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

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**48408 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND FRANKLIN TOWNSHIP FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.**

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

Comments: N/A

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**48409 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE PROSECUTOR'S OFFICE, DEPARTMENT OF CORRECTIONS, VETERANS AFFAIRS, NEW JERSEY PAROLE BOARD AND CATHOLIC CHARITIES-CAMDEN.**

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

Comments: N/A

**48410 RESOLUTION AUTHORIZING AN APPLICATION TO THE BUREAU OF JUSTICE FOR THE FY2014 BULLETPROOF VEST PARTNERSHIP FROM THE US DEPARTMENT OF JUSTICE PROGRAM S, BULLETPROOF VEST PARTNERSHIP BODY ARMOR SAFETY INITIATIVE GRANT TO PURCHASE BALLISTIC AND/OR STAB - PROOF RESISITANCE AND/OR COMBO VESTS FOR CORRECTION EMPLOYEES, FROM MAY 13, 2014 TO AUGUST 31, 2016 IN AN AMOUNT TO BE DETERMINED.**

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

Comments: N/A

Old Business

New Business

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

**OPEN**

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

Comments: N/A

**CLOSE**

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

Comments: N/A

**Adjournment 8:17 PM**

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

Comments: N/A

**PROCLAIMING MAY 2014 AS OLDER AMERICANS MONTH**

*WHEREAS, the month of May 2014 has been designated by the U.S. Administration on Aging as Older Americans Month and the County of Gloucester embraces the national theme for this month, "Safe Today. Healthy Tomorrow"; and*

*WHEREAS, Gloucester County is a community that includes over 50,000 citizens aged 60 and older who are actively involved in all aspects of our community including volunteerism, mentorship, the arts and community service; and*

*WHEREAS, the Older Americans in Gloucester County play an important role in continuing to contribute experience, knowledge, wisdom and accomplishments; and*

*WHEREAS, recognizing the successes of Older Americans encourages their ongoing participation and further accomplishments; and*

*WHEREAS, Gloucester County can provide opportunities to allow Older Americans to continue to flourish by presenting opportunities for Older Americans to share their wisdom, experience and skills; 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, Adam J. Taliaferro, Lyman Barnes, Daniel Christy, Frank J. DiMarco and Heather Simmons recognize May 2014 as **Older Americans Month** and urge every citizen to take time to recognize Older Americans and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.*

*IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13<sup>th</sup> day of May, 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

**PROCLAIMING MAY 12<sup>th</sup>-16<sup>th</sup>, 2014 AS  
NATIONAL SMALL BUSINESS WEEK IN  
GLOUCESTER COUNTY**

*WHEREAS, the President of the United States has issued a Proclamation celebrating National Small Business Week from May 12<sup>th</sup> – 16<sup>th</sup>, 2014; and*

*WHEREAS, the U. S. Small Business Administration, established in 1953, provides financial, technical and management assistance to help Americans start, run and grow their businesses; and*

*WHEREAS, the Gloucester County Department of Economic Development has operated a Small Business Assistance and Counseling Center, established in 1989 by the Board of Chosen Freeholders of the County of Gloucester; and*

*WHEREAS, there are many new jobs created by small business throughout Gloucester County, the State of New Jersey and the United States of America, demonstrating that the small business community is an extremely important component of a healthy economy; 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, Deputy Director Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro, do hereby proclaim the week of May 12<sup>th</sup> – 16<sup>th</sup>, 2014 as National Small Business Week in Gloucester County, and urge all citizens to join us in recognizing the small businesses of our county and the important role they play in our communities.*

*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 7th day of May, 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 M. DiLella, Clerk*

**DESIGNATING XXXXXXXX AS  
THE BEST XXXXXXXX  
"THE BEST OF GLOUCESTER COUNTY 2014"**

*WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to support the growth of small businesses in Gloucester County; and*

*WHEREAS, the Gloucester County Office of Business and Economic Development has operated a small business assistance and counseling center, established in 1989 by the Board of Chosen Freeholders of the County of Gloucester; and*

*WHEREAS, the Office of Business and Economic Development in partnership with the Gloucester County Chamber of Commerce has sponsored a "Best of Gloucester County 2014" contest to encourage increased advertisement and goodwill for our County businesses; and*

*WHEREAS, the citizens of Gloucester County had the opportunity to express their support for their favorite small businesses in Gloucester County, including the category of XXXXXXXX; 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 proclaim that XXXXXXXX has been chosen for the best XXXXXXXX in Gloucester County.*

*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 22<sup>nd</sup> day of May, 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. Di Lella, Clerk*

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION \_\_\_\_

---

**RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$4,974,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2014; (ii) \$4,250,000 OF ITS COUNTY COLLEGE BONDS, SERIES 2014; AND (iii) \$4,997,000 OF ITS COUNTY COLLEGE BONDS (BUILDING OUR FUTURE BOND ACT), SERIES 2014; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS**

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**BACKGROUND**

**WHEREAS**, pursuant to the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County"), has, pursuant to bond ordinances 47701, 48011 and 48341, each duly and finally adopted by the Board and published in accordance with the requirements of Local Bond Law (collectively, the "Bond Ordinances"), authorized the issuance of general obligation bonds or bond anticipation notes of the County to finance the costs of the capital improvements and equipment set forth in and authorized by the Bond Ordinances, all as more particularly described in Exhibit "A", attached hereto and made a part hereof; and

**WHEREAS**, the County has not yet issued any of its bond or bond anticipation notes to finance the costs of the capital improvements and equipment authorized by the Bond Ordinances; and

**WHEREAS**, it is the desire of the County to issue its general obligation bonds in the aggregate principal amount of up to \$4,974,000, the proceeds of which will be used to: (i) permanently finance the costs of the capital improvements and equipment for which obligations have been authorized, but not issued; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "2014 County Project"); and

**WHEREAS**, it is the desire of the County to issue its county college bonds in the aggregate principal amount of up to \$4,250,000, as further described in Exhibit "A", the proceeds of which will be used to: (i) pay a portion of the costs of certain capital improvements, on behalf of the

Gloucester County College, for which obligations have been authorized, but not issued; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "2014 Chapter 12 Project"); and

**WHEREAS**, it is the desire of the County to issue its county college bonds in the aggregate principal amount of up to \$4,997,000, as further described in Exhibit "A", the proceeds of which will be used to: (i) pay a portion of the costs of certain capital improvements, on behalf of the Gloucester County College, for which obligations have been authorized, but not issued; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "2014 Building Our Future Project").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, PURSUANT TO THE LOCAL BOND LAW, AS FOLLOWS:**

**Section 1.** Pursuant to the Local Bond Law and Bond Ordinances 48011 and 48341, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, General Obligation Bonds, Series 2014", in an aggregate principal amount of up to \$4,974,000 for the 2014 County Project, is hereby authorized and approved ("2014 County Bonds").

**Section 2.** The 2014 County Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2015	\$449,000	2020	\$600,000
2016	475,000	2021	600,000
2017	500,000	2022	625,000
2018	525,000	2023	650,000
2019	550,000		

**Section 3.** The term of the 2014 County Bonds is equal to or less than the average period of usefulness of the 2014 County Project being financed through the issuance of the 2014 County Bonds. Interest on the 2014 County Bonds shall be payable initially on March 1, 2015 and semi-annually thereafter on September 1 and March 1 in each year until maturity (each an "Interest Payment Date"). The 2014 County Bonds shall not be subject to redemption prior to their stated maturity dates.

**Section 4.** Pursuant to the Local Bond Law and Bond Ordinance 48341, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, County College Bonds (Chapter 12), Series 2014", in an aggregate

principal amount of up to \$4,250,000 for the 2014 Chapter 12 Project, is hereby authorized and approved ("2014 Chapter 12 Bonds").

**Section 5.** The 2014 Chapter 12 Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2015	\$300,000	2020	\$500,000
2016	325,000	2021	500,000
2017	350,000	2022	500,000
2018	375,000	2023	500,000
2019	400,000	2024	500,000

**Section 6.** The term of the 2014 Chapter 12 Bonds is equal to or less than the average period of usefulness of the 2014 Chapter 12 Project being financed through the issuance of the 2014 Chapter 12 Bonds. Interest on the 2014 Chapter 12 Bonds shall be payable initially on March 1, 2015 and semi-annually thereafter on September 1 and March 1 in each year until maturity. The 2014 Chapter 12 Bonds shall not be subject to redemption prior to their stated maturity dates.

**Section 7.** Pursuant to the Local Bond Law and Bond Ordinance 47701, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, County College Bonds (Building Our Future Bond Act), Series 2014", in an aggregate principal amount of up to \$4,997,000 for the 2014 Building Our Future Project, is hereby authorized and approved ("2014 Building Our Future Bonds", and together with the 2014 Chapter 12 Bonds and the 2014 County Bonds, the "Bonds").

**Section 8.** The 2014 Building Our Future Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2015	\$352,000	2020	\$550,000
2016	375,000	2021	555,000
2017	400,000	2022	575,000
2018	420,000	2023	625,000
2019	500,000	2024	645,000

**Section 9.** The term of the 2014 Building Our Future Bonds is equal to or less than the average period of usefulness of the 2014 Building Our Future Project being financed through the issuance of the 2014 Building Our Future Bonds. Interest on the 2014 Building Our Future Bonds shall be payable initially on March 1, 2015 and semi-annually thereafter on September 1 and March 1 in each year until maturity. The 2014 Building Our Future Bonds shall not be subject to redemption prior to their stated maturity dates.

**Section 10.** The County Treasurer is hereby authorized to revise the maturity schedules

set forth above with respect to each series of the Bonds if, in the opinion of the professional advisors to the County, market conditions so warrant, all in accordance with the Local Bond Law. If any of the maturity schedules set forth above are revised, the County Treasurer is hereby authorized to revise: (i) the maturity dates for the payment of the principal of that series of Bonds; and (ii) the dates upon which the payment of interest on that series of Bonds shall be made, all in accordance with the Local Bond Law.

**Section 11.** The Bonds will be issued in fully registered book-entry only form. One certificate shall be issued for the aggregate principal amount of each of the 2014 County Bonds, the 2014 Chapter 12 Bonds and the 2014 Building Our Future Bonds maturing in each year. Both the principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository ("Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 through book-entries made on the books and the records of DTC and its participants. The principal of and interest on the Bonds will be paid to DTC by the County on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as listed on the records of DTC as of the fifteenth (15<sup>th</sup>) day of the calendar month next preceding an Interest Payment Date (each a "Record Date"). The Bonds will be executed on behalf of the County by the manual or facsimile signatures of the Director of the Board and County Treasurer, attested by the Clerk of the Board or the County Administrator (such execution shall constitute conclusive approval by the County of the form of the Bonds), and shall bear the affixed, imprinted or reproduced seal of the County thereon.

**Section 12.** The County is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

**Section 13.** In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the County and if no successor Securities Depository is

appointed, the Bonds which were previously issued in book-entry form shall be converted to registered bonds in denominations of \$5,000, or any integral multiple thereof ("Registered Bonds").

The beneficial owner under the book-entry system, upon registration of the Bonds held in beneficial owner's name, will become the registered owner of the Registered Bonds. The County shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

**Section 14.** The preparation of one or more preliminary official statements (each a "Preliminary Official Statement") relating to each series of the Bonds, and the distribution (by physical and/or electronic means) of said Preliminary Official Statement(s) to prospective purchasers of the Bonds and others having an interest therein, are hereby severally authorized and directed. The Director of the Board and the County Treasurer are each hereby authorized to deem such Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

**Section 15.** The County Treasurer is hereby authorized to solicit proposals for and engage the services of one or more qualified firms to provide printing, electronic and/or physical dissemination of the Preliminary Official Statement(s) and final Official Statement(s) (as defined below) ("Printer"), pursuant to the Local Bond Law and the regulations promulgated thereunder. The County Treasurer is hereby authorized to enter into one or more agreements for the services to be provided.

**Section 16.** Pursuant to *N.J.S.A.* 40A:2-34, the County Treasurer is hereby authorized and directed to sell and award each series of the Bonds at one or more public sales. Each public sale of the Bonds shall be in accordance with the provisions of *N.J.S.A.* 40A:2-27, 30 and 32, and the advertised terms of such public sale. If necessary or desirable, the County Treasurer is hereby authorized to postpone, from time to time, the date and time established for receipt of bids for the sale of the Bonds in accordance with the Local Bond Law. If any date fixed for receipt of bids and the sale of the Bonds is postponed, the County Treasurer is hereby authorized to announce an alternative sale date at least forty-eight (48) hours prior to such alternative sale date. The County Treasurer is hereby authorized and directed to cause a summary notice of sale and a notice of sale for each series of the Bonds to be prepared and published in accordance with *N.J.S.A.* 40A:2-30 and 31. At the next meeting of the Board after the sale and award of the Bonds, the County Treasurer shall report, in writing, to the Board the principal amount, the rate or rates of interest, the maturity

dates, the dates upon which interest on the Bonds shall be paid, the price and the purchaser or purchasers of the Bonds.

**Section 17.** The utilization of i-Deal LLC, New York, New York, to provide electronic bidding services to the County in connection with the competitive sale of the Bonds ("Bidding Agent") through the use of the Bidding Agent's BiDCOMP/PARITY auction system, pursuant to the Local Bond Law and the regulations promulgated thereunder, is hereby authorized, approved, ratified and confirmed.

**Section 18.** The preparation of one or more final official statements (each an "Official Statement") with respect to each series of the Bonds is hereby authorized and directed. Within seven (7) business days of the sale of each series of the Bonds and in sufficient time to accompany any confirmation that requests payment from a customer, the County will deliver sufficient copies of the Official Statement to the purchaser of each the Bonds in order for the same to comply with Paragraph (b)(4) of Rule 15c2-12. The Director of the Board and County Treasurer are each hereby authorized to execute the Official Statement(s), and the distribution thereof to purchasers and others is hereby authorized and directed. The execution of the final Official Statement(s) by the Director of the Board or County Treasurer shall constitute conclusive evidence of approval by the County of the changes therein from the Preliminary Official Statement(s). The Director of the Board and County Treasurer are each hereby severally authorized to approve any amendments or supplements to the Official Statement(s).

**Section 19.** The Bonds shall be general obligations of the County. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds 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. The 2014 Chapter 12 Bonds are also entitled to the benefits of the provisions of the County College Bond Act, P.L., 1971 c. 12, *N.J.S.A. 18A:64A-22.1 et seq.*

**Section 20.** In order to assist the underwriters of the Bonds in complying with the secondary market disclosure requirements of Rule 15c2-12, the Director of the Board and County Treasurer are each hereby severally authorized to execute on behalf of the County before the issuance of the Bonds one or more agreements providing for the preparation and filing of the necessary reports in accordance with Rule 15c2-12. The County Treasurer is hereby authorized to engage the services of a qualified firm to serve as dissemination agent under said agreements.

**Section 21.** The County hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**Section 22.** The County hereby covenants as follows: (i) 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 (ii) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 23.** To the extent not otherwise exempt, the County hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

**Section 24.** Application to Moody's Investors Service and/or Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., for a rating and/or ratings on each series of the Bonds and the furnishing of certain information concerning the County and the Bonds for the purpose of qualifying the Bonds for municipal bond insurance, is hereby authorized, ratified, confirmed and approved.

**Section 25.** All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, County Administrator, other County officials or by the County's professional advisors, in connection with the issuance and sale of the Bonds are hereby ratified, confirmed, approved and adopted.

**Section 26.** The Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, and County Administrator are each hereby authorized to determine all matters and execute all documents and instruments in connection with the Bonds not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinances, or by this or any subsequent resolution, and the signature of the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board or County Administrator on such documents or instruments shall be conclusive as to such determinations.

**Section 27.** All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

**Section 28.** This resolution shall take effect immediately upon adoption this 21st day of May, 2014.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, CASSEL ELLIS v. GLOUCESTER COUNTY, C.P. NO. 2011-13694 IN THE AMOUNT OF \$26,500.00**

**WHEREAS**, the Petitioner, Cassel Ellis, represented by Herb Stayton, Esquire, 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 matter, said proposal subject to submission to 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>
Cassel Ellis	2011-13694	\$26,500.00	Inmate altercation

**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 held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, KOHL'S DEPARTMENT STORES, INC. V. MANTUA, DOCKET NUMBERS 010151-2012, 001143-2013**

**WHEREAS**, the Plaintiff, Kohl's Department Stores, Inc., represented by the law firm Garippa, Lotz & Giannuario, filed state tax appeals contesting the assessment on the subject property known as Block 61.01, Lot 2.07, within the Township of Mantua; and

**WHEREAS**, pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

**WHEREAS**, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

**WHEREAS**, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2012	\$11,675,900	Withdraw
2013	\$11,675,900	\$9,400,000
2014	\$11,675,900	\$9,200,000

**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 above.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER  
Eric M. Campo, Assistant County Counsel  
Attorney Identification No.: 026721998  
1200 North Delsea Drive -- Building A  
Clayton, New Jersey 08312  
(856) 307-6425; Fax (856)307-6447

KOHL'S DEPARTMENT STORE, INC.,  Plaintiff,  v.  MANTUA TOWNSHIP,  Defendant.	TAX COURT OF NEW JERSEY COUNTY OF GLOUCESTER  Docket Nos.: 010151-2012 001143-2013 _____-2014  <i>Civil Action</i>  Honorable Patrick DeAlmeida, P.J.T.C.  <b>STIPULATION OF SETTLEMENT</b> <i>(Local Property Tax)</i>
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1. It is stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

<b>Block</b> 61.01	<b>Lot</b> 2.07	<b>Unit Qualifier</b>
<b>Street Address</b> 300 Bridgeton Pike		<b>Year</b> 2012

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ <u>775,500</u>	N/A	WITHDRAW
Improvements	\$ <u>10,900,400</u>		
Total	\$ <u>11,675,900</u>		

<b>Block</b> 61.01	<b>Lot</b> 2.07	<b>Unit Qualifier</b>
<b>Street Address</b> 300 Bridgeton Pike		<b>Year</b> 2013

	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	\$ 775,500	N/A	\$ 775,500
Improvements	\$10,900,400		\$8,624,500
Total	\$11,675,900		\$9,400,000

<b>Block</b> 61.01	<b>Lot</b> 2.07	<b>Unit Qualifier</b>
<b>Street Address</b> 300 Bridgeton Pike		<b>Year</b> 2014

	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	\$ 775,500	\$ 775,500	\$ 775,500
Improvements	\$10,900,400	\$8,424,500	\$8,424,500
Total	\$11,675,900	\$9,200,000	\$9,200,000

2.  The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) \_\_\_\_\_ and \_\_\_\_\_, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3.  The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.

5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. No party shall file an appeal for the tax year 2014 for the subject property except to enforce this settlement.
7. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
9. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

GARIPPA, LOTZ & GIANNUARIO

Dated: \_\_\_\_\_

\_\_\_\_\_  
GREGORY G. LOTZ, ESQUIRE  
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: \_\_\_\_\_

\_\_\_\_\_  
ERIC M. CAMPO, ESQUIRE  
Attorney for Office of Assessment

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBYN GLOCKER-HAMMOND  
County Tax Assessor

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**RESOLUTION AUTHORIZING INSTITUTE OF LITIGATION AGAINST WEST DEPTFORD TOWNSHIP FOR DEFAULTING ON FINANCIAL OBLIGATIONS TO THE COUNTY**

**WHEREAS**, by resolution adopted on July 25, 2007 the Gloucester County Board of Chosen Freeholders (“County”) approved execution of various agreements with the Township of West Deptford (“Township”) in support of the acquisition and redevelopment of lands owned by the Township, purchased and redeveloped by West Deptford Energy Associates Urban Renewal, L.P. Project (Block 328, Lots 1.02 and 1.06); and

**WHEREAS**, on August 9, 2007 the Cooperative Agreement with correlating Redevelopment Agreement and various agreements which set forth terms that the Township shall quarterly remit to the County (“the County PILOT share”) ten (10%) percent of the annual service charge when received by the Township from the Redeveloper were executed by the County and by the Township; and

**WHEREAS**, pursuant to negotiated redevelopment agreements West Deptford Energy Associates Urban Renewal, L.P. will pay the Township an annual Payment in Lieu of Taxes (PILOT) that totals \$107 million over the thirty-year term of the PILOT agreement; and

**WHEREAS**, amendments to said Agreements negotiated in good faith by the County and Township (Exhibit A) were approved by the County by resolution dated July 6, 2011 in a bipartisan, unanimous vote, which terms maintained inclusion of the 10% County share of PILOT revenue to be paid by West Deptford Energy Urban Renewal, L.P. to the Township; and

**WHEREAS**, the PILOT ordinance approving the PILOT revenue and County share was introduced on August 11, 2011 and adopted on September 1, 2011 by the Township Committee of West Deptford via a unanimous bipartisan vote; and

**WHEREAS**, the Township is delinquent as to the 2012 and 2013 payments of the County share of PILOT revenues and has failed to make any payments in 2014 as required by the Agreements; and

**WHEREAS**, Counsel for the County attempted unsuccessfully to resolve this matter with the Township Redevelopment Counsel who was duly authorized to speak on their behalf.

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

1. Should the Township fail to pay all delinquent amounts within ten days of the adoption of this resolution, Gloucester County Counsel or his designees are hereby authorized to institute litigation against West Deptford Township, and any other necessary parties, for the purpose of seeking enforcement of the obligations owed to the County, and in all other respects protecting the County’s rights and interests.
2. That the County Administrator is authorized to execute any and all documents necessary to institute and prosecute said litigation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

FIRST AMENDMENT TO  
AGREEMENT OF SALE

THIS FIRST AMENDMENT TO AGREEMENT OF SALE ("Amendment") is dated as of the 24<sup>th</sup> day of July, 2011 by and between COUNTY OF GLOUCESTER, NEW JERSEY a County governmental unit, with its address at Court House, 1 North Broad Street, Woodbury, New Jersey 08096 pursuant to its rights under the Cooperative Agreement (as defined below) (the "County" ), the TOWNSHIP OF WEST DEPTFORD (the "Township") as the "Redevelopment Entity" under the Redevelopment Agreement (as defined below), the "Seller" under the Agreement of Sale (as defined below) and as "Seller" under the County Agreement of Sale (as defined below) and WEST DEPTFORD ENERGY ASSOCIATES URBAN RENEWAL, L.P., a Delaware limited partnership, as "Redeveloper" under the Redevelopment Agreement and as "Buyer" under the Agreement of Sale, with its address at Two Tower Center, 11th Floor, East Brunswick, New Jersey 08816 (the "Buyer"). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the "Agreement of Sale" defined below.

WITNESSETH:

WHEREAS, by and in accordance with the terms of that certain Agreement of Sale, by and between the Township and Buyer, dated August 9, 2007 (the "Agreement of Sale"), the Township agreed to sell and convey all those tracts or parcels of ground located in the Township of West Deptford, Gloucester County, New Jersey and shown on the official tax map of West Deptford Township as Block 328, Lots 1.02 and Lot 1.06 (comprising approximately 302 acres in the aggregate), more or less, together with any improvements thereon (the "Land"), together with all existing appurtenant easements, including, but not limited to existing water line easements to the Gloucester County Utility Authority, existing gas pipeline easements and existing electrical transmission line easements (together with the Land, the "Property") to the Buyer; and

WHEREAS, the Township, pursuant to an Assignment of Agreement of Sale between the Township and the County dated September 19, 2007 (the "Assignment"), granted, transferred and assigned to the County certain interests in the Agreement of Sale; and

WHEREAS, on September 18, 2007, the Township, pursuant to an Agreement of Sale between the Township and the County dated August 9, 2007 (the "County Agreement of Sale") and the Cooperative Agreement between the Township and the County dated August 9, 2007 (the "Cooperative Agreement"), transferred the Property to the County with the intention of having title to the Property reconveyed by the County to the Township at or prior to Closing under the Agreement of Sale, pursuant to the terms of the Cooperative Agreement; and

WHEREAS, pursuant to the County Agreement of Sale and the Cooperative Agreement, the County did acquire the approximately Three Hundred Two (302) acre Property from the Township for the sum of Nine Million, Three Hundred Thousand Dollars (\$9,300,000) and for ultimate transfer of such property to the Township for sale to Redeveloper; and

WHEREAS, pursuant to the terms of the County Agreement of Sale, the Assignment and the Cooperative Agreement and the Redevelopment Agreement by and among the Township, the Redeveloper and the County dated August 9, 2007 (the "Redevelopment Agreement"), the County is to reconvey the Property to the Township at or prior to Closing under the Agreement of Sale; and

WHEREAS, the Township anticipates that it will receive stable, ascertainable, long-term payments in lieu of taxes from the Redeveloper totaling \$107,245,355, pursuant to a Financial Agreement to be entered into by and between the Redeveloper and the Township (the "Financial Agreement") and that the County will receive from the Township ten percent (10%) of the of the payments pursuant to said Financial Agreement, State law and the Redevelopment Agreement; and

WHEREAS, the County is a third party beneficiary under said Financial Agreement, a form of which Financial Agreement has been approved by the County and to be entered into between the Township and Redeveloper, under which the citizens of the County of Gloucester are anticipated to benefit through payments in lieu of taxes for the Property; and

WHEREAS, the Township has determined that the annual service charge payments to be made in lieu of property tax will exceed the current local property tax revenues generated by the Property and will provide for stable, ascertainable, long-term payments to the Township and County; and

WHEREAS, the Township and the County continues to believe that the redevelopment of the Property pursuant to said Redevelopment Agreement, and the fulfillment of same is in the vital and best interest of the Township and the County and the health, safety and welfare of its residents, and in accordance with the public purposes and provisions of all applicable Federal, State and local laws, ordinances and regulations under which the redevelopment of the Property is being undertaken; and

WHEREAS, the Redeveloper has made a presentation to the County wherein it stated that it anticipates that it will have all approvals and financing necessary for the redevelopment and purchase of the Property within one year and to begin redevelopment of the Property; and

WHEREAS, in furtherance of the redevelopment of the Project, Redeveloper has obtained the permits and approvals set forth on Schedule I to this Amendment and has entered into agreements with the Gloucester County Utilities Authority (the "Authority") whereby the Authority will provide treated based water effluent to the Project, while the Project will avoid both the costs and negative environmental impact of constructing both intake and outfall structures in the Delaware River; and

WHEREAS, the Redeveloper expressed its desire to extend the Agreement of Sale for one year and has agreed to provide an additional nonrefundable Deposit (as defined in the Agreement of Sale) in the amount of One Million Dollars (\$1,000,000) for that purpose and to purchase the Property for the sum of Fourteen Million Dollars (\$14,000,000) in accordance with the terms of the Agreement of Sale; and

WHEREAS, the Township and the County have received advice from experienced real estate professionals indicating that the sale of the Property to Redeveloper under the terms of the Agreement of Sale as amended is consistent with local real estate values and is in the best interests of the Township and the County; and

WHEREAS, the Township and County believe that this Amendment allows maximum redevelopment of the Property and is, therefore, in the best interest of the Township and the County, that it is consistent with long range planning goals of the Township and the County, and will promote the health, safety, morals and welfare of the residents of the Township and the County; and

WHEREAS, the Township and County have carefully considered the proposal and have determined that this Amendment will benefit the entire community of Gloucester County, including but not limited to West Deptford Township and is in the vital and best interests of the Township and County; and

WHEREAS, the Buyer, the Township and the County desire to amend the Agreement of Sale on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration and the mutual obligations of the Buyer, County and the Township (collectively, the "Parties"), intending to be legally bound, each of them does hereby covenant and agree with the other as follows:

1. Paragraph 2 (b) of the Agreement of Sale shall be amended in its entirety to read as follows:

"On July 31, 2008, July 27, 2009 and July 28, 2010, Buyer paid to the Township or the County, as the case may be, \$200,000, \$200,000 and \$200,000, respectively, as Additional Deposits under the terms of this Agreement, and on or prior to the date of the First Amendment to Agreement of Sale, the Buyer shall pay to the County an additional deposit of One Million and 00/100 Dollars (\$1,000,000) U.S. (collectively, the "Additional Deposit"). The Initial Deposit and the Additional Deposit are hereinafter collectively defined as the "Deposit".

- (i) The Deposit shall be paid to County in all cash, bank or federally insured wired funds, as County elects.
- (ii) The Deposit shall be non-refundable to Buyer except as otherwise expressly set forth in Paragraph 4 of this Agreement. The deposit shall be credited against the Purchase Price at closing when Buyer purchases the Property from Township."

2. The first sentence of the first paragraph of Paragraph 3 of the Agreement of Sale shall be amended in its entirety to read as follows:

"Closing ("Closing") shall be held within sixty (60) days of the date on which Buyer provides Township and County written notice that all of the "Conditions Precedent", as

defined in Section 13 herein, have been satisfied or waived; provided, that in no event shall Closing occur later than sixty (60) months beyond the execution of the Agreement of Sale (the "Outside Date")."

3. The Buyer agrees to and shall indemnify, hold harmless and, at Buyer's option, defend the County, at the sole cost and expense of Buyer (subject to the limitations set forth below), from and against claims, actions, damages, liabilities and expenses suffered by the County arising directly from any third party actions seeking to solely rule this First Amendment invalid or unenforceable. If Buyer elects to defend, Buyer shall have the right to select counsel, subject to the County's approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer's indemnification obligations under this section shall (i) be limited to Two Hundred and Fifty Thousand Dollars (\$250,000); and (ii) terminate on the earlier of (i) Closing; (ii) the Outside Date; or (iii) termination of this Agreement.
4. Buyer hereby represents and warrants to the County and Township that the following are true and correct as of the date hereof:
  - a. Buyer has paid \$1,000,000 as the Initial Deposit and Additional Deposits required by Paragraph 2 of the Agreement of Sale and will pay an Additional Deposit of \$1,000,000 as set forth in paragraph 1 of this Amendment.
  - b. All representations set forth in Paragraph 8 of the Agreement of Sale remain true.
  - c. Buyer has not been denied the right to conduct any environmental tests due to the failure of Seller to reasonably approve such environmental tests under paragraph 6.b of the Agreement of Sale.
5. Township hereby represents and warrants to the Redeveloper that all representations set forth in Section 7 of the Agreement of Sale and the County Agreement of Sale remain true.
6. County hereby represents and warrants to the Redeveloper that all representations set forth in Section 7 of the County Agreement of Sale remain true.
7. County hereby represents that, the execution, delivery and performance of this Agreement and the transactions contemplated hereby do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which County is subject.
8. The Parties agree that to the best of their knowledge, as of the date of the execution of this Amendment, provided that the Amendment is executed on or before August 9, 2011, that there is no act or omission that would cause an event of default under this Agreement of Sale.

10. This Amendment may be executed in one or more counterparts and when each Party (including the Township with respect to its Joinder) has executed and delivered at least one counterpart (by original, fax or PDF copy), this Amendment shall become binding on the Parties and such counterparts shall constitute one and the same instrument.
11. The Redeveloper shall pay all costs incurred by the County for the negotiation, preparation and execution of this Amendment, and the First Amendment to Each of the Cooperative Agreement, County Agreement of Sale and Assignment of Agreement of Sale executed by the Township and the County including, but not limited to, professional fees and costs, and appraisal fees and costs incurred by the County, which amount shall not exceed \$50,000.00. Within thirty days of the execution of this Amendment, the County shall submit a statement of all fees and costs incurred to the Buyer. Buyer shall pay such fees and costs to the County within thirty days of receipt of such statement.
12. The Redeveloper shall pay all costs incurred by the Township for the negotiation, preparation and execution of this Amendment, and the First Amendment to Each of the Cooperative Agreement, County Agreement of Sale and Assignment of Agreement of Sale executed by the Township and the County including, but not limited to, professional fees and costs, and appraisal fees and costs incurred by the Township, which amount shall not exceed \$20,000.00. Within thirty days of the execution of this Amendment, the Township shall submit a statement of all fees and costs incurred to the Buyer. Buyer shall pay such fees and costs to the Township within thirty days of receipt of such statement.
13. Except as modified hereby, all terms of the Agreement of Sale shall remain in full force and effect. In the event of a conflict between the terms of the Agreement of Sale and this Amendment, the terms of this Amendment shall prevail.
14. Should any provision of this Amendment for any reason be declared invalid or unenforceable by a final and unappealable order of any court or regulatory body having jurisdiction or by any governmental, quasi-governmental or administrative entity, such declaration shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Amendment had been executed with the invalid portion(s) eliminated. In such event, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity and to restore this Amendment as near as possible to its original intent and effect.
15. This Amendment shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

[Signatures On Next Page]

IN WITNESS WHEREOF, the Township, the County and the Buyer have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST:

THE COUNTY OF GLOUCESTER,  
NEW JERSEY

By: [Signature]

By: Chad M. Bruner

Name: Robert N. Dizella

Name: Chad M. Bruner

Title: Member of the Board

Title: County Administrator

ATTEST:

THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WEST DEPTFORD ENERGY ASSOCIATES  
URBAN RENEWAL, L.P.

ATTEST:

By: West Deptford Energy Associates GP, Inc.  
its General Partner

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Township, the County and the Buyer have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST: THE COUNTY OF GLOUCESTER,  
NEW JERSEY

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

By: Amy Leso By: Anna Nocino  
Name: Amy Leso Name: Anna Nocino  
Title: Acting Township Clerk Title: Mayor

WEST DEPTFORD ENERGY ASSOCIATES  
URBAN RENEWAL, L.P.

ATTEST: By: West Deptford Energy Associates GP, Inc.  
its General Partner

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Township, the County and the Buyer have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST: THE COUNTY OF GLOUCESTER,  
NEW JERSEY

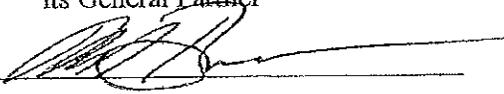
By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

WEST DEPTFORD ENERGY ASSOCIATES  
URBAN RENEWAL, L.P.

ATTEST: By: West Deptford Energy Associates GP, Inc.  
its General Partner

By: \_\_\_\_\_ By:  \_\_\_\_\_  
Name: \_\_\_\_\_ Name: **Mark Brennan**  
Title: \_\_\_\_\_ Title: **Treasurer**

FIRST AMENDMENT TO  
MEMORANDUM OF PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF PURCHASE AGREEMENT ("Amendment") is dated as of the 24<sup>th</sup> day of July, 2011 by and between COUNTY OF GLOUCESTER, NEW JERSEY a County governmental unit, with its address at Court House, 1 North Broad Street, Woodbury, New Jersey 08096, pursuant to its rights under the Cooperative Agreement (as defined below) (the "County" ), the TOWNSHIP OF WEST DEPTFORD (the "Township") as the "Redevelopment Entity" under the Redevelopment Agreement (as defined below), the "Seller" under the Agreement of Sale (as defined below) and WEST DEPTFORD ENERGY ASSOCIATES URBAN RENEWAL, L.P., a Delaware limited partnership, with its address at Two Tower Center, 11th Floor, East Brunswick, New Jersey 08816 (the "Buyer"). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the "Agreement of Sale" defined below.

WITNESSETH:

WHEREAS, by and in accordance with the terms of that certain Agreement of Sale, by and between the Township and Buyer, dated August 9, 2007 (the "Agreement of Sale"), the Township agreed to sell and convey all those tracts or parcels of ground located in the Township of West Deptford, Gloucester County, New Jersey and shown on the official tax map of West Deptford Township as Block 328, Lots 1.02 and Lot 1.06 (comprising approximately 302 acres in the aggregate), more or less, together with any improvements thereon (the "Land"), together with all existing appurtenant easements, including, but not limited to existing water line easements to the Gloucester County Utility Authority, existing gas pipeline easements and existing electrical transmission line easements (together with the Land, the "Property") to the Buyer; and

WHEREAS, a Memorandum of Purchase Agreement, dated September 19, 2007 (the "Memorandum") was executed by the Township and Buyer and recorded in the office of the Clerk of Gloucester County in Deed Book 4450, Page 251, as Docket #60745, on October 11, 2007; and

WHEREAS, the Township, pursuant to an Assignment of Agreement of Sale between the Township and the County dated September 19, 2007 (the "Assignment"), granted, transferred and assigned to the County all of the Township's right, title and interest in the Agreement of Sale; and

WHEREAS, on September 18, 2007, the Township, pursuant to an Agreement of Sale between the Township and the County dated August 9, 2007 (the "County Agreement of Sale") and the Cooperative Agreement between the Township and the County dated August 9, 2007 (the "Cooperative Agreement"), transferred the Property to the County with the intention of having title to the Property reconveyed by the County to the Township at or prior to Closing under the Agreement of Sale, pursuant to the terms of the Cooperative Agreement; and

WHEREAS, pursuant to the County Agreement of Sale and the Cooperative Agreement, the County did acquire the approximately Three Hundred Two (302) acre Property from the Township for the sum of Nine Million, Three Hundred Thousand Dollars (\$9,300,000) and for ultimate transfer of such property to the Township for sale to Redeveloper; and

WHEREAS pursuant to the terms of the County Agreement of Sale, the Assignment and the Cooperative Agreement and the Redevelopment Agreement by and among the Township, the Redeveloper and the County dated August 9, 2007 (the "Redevelopment Agreement"), the County is to reconvey the Property to the Township at or prior to Closing under the Agreement of Sale; and

WHEREAS, the Township anticipates that it will receive stable, ascertainable, long-term payments in lieu of taxes from the Redeveloper totaling \$107,245,355, pursuant to a Financial Agreement to be entered into by and between the Redeveloper and the Township (the "Financial Agreement") and that the County will receive from the Township ten percent (10%) of the of the payments pursuant to said Financial Agreement, State law and the Redevelopment Agreement; and

WHEREAS, the County is a third party beneficiary under said Financial Agreement, a form of which Financial Agreement has been approved by the County and to be entered into between the Township and Redeveloper, under which the citizens of the County of Gloucester are anticipated to benefit through payments in lieu of taxes for the Property; and

WHEREAS, the Township has determined that the annual service charge payments to be made in lieu of property tax will exceed the current local property tax revenues generated by the Property and will provide for stable, ascertainable, long-term payments to the Township and County; and

WHEREAS, the Township and the County continues to believe that the redevelopment of the Property pursuant to said Redevelopment Agreement, and the fulfillment of same is in the vital and best interest of the Township and the County and the health, safety and welfare of its residents, and in accordance with the public purposes and provisions of all applicable Federal, State and local laws, ordinances and regulations under which the redevelopment of the Property is being undertaken; and

WHEREAS, the Redeveloper has made a presentation to the County wherein it stated that it anticipates that it will have all approvals and financing necessary for the redevelopment and purchase of the Property within one year and to begin redevelopment of the Property; and

WHEREAS, in furtherance of the redevelopment of the Project, Redeveloper has obtained the permits and approvals set forth on Schedule I to this Amendment and has entered into agreements with the Gloucester County Utilities Authority (the "Authority") whereby the Authority will provide treated based water effluent to the Project, while the Project will avoid both the costs and negative environmental impact of constructing both intake and outfall structures in the Delaware River; and

WHEREAS, the Redeveloper expressed its desire to extend the Agreement of Sale for one year and has agreed to provide an additional nonrefundable Deposit (as defined in the Agreement of Sale) in the amount of One Million Dollars (\$1,000,000) for that purpose and to purchase the Property for the sum of Fourteen Million Dollars (\$14,000,000) in accordance with the terms of the Agreement of Sale; and

WHEREAS, the Township and the County have received advice from experienced real estate professionals indicating that the sale of the Property to Redeveloper under the terms of the Agreement of Sale as amended is consistent with local real estate values and is in the best interests of the Township and the County; and

WHEREAS, the Township and County believe that an Amendment to the Agreement of Sale allows maximum redevelopment of the Property and is, therefore, in the best interest of the Township and the County, that it is consistent with long range planning goals of the Township and the County, and will promote the health, safety, morals and welfare of the residents of the Township and the County; and

WHEREAS, the Township and County have carefully considered the proposal and have determined that an Amendment to the Agreement of Sale will benefit the entire community of Gloucester County, including but not limited to West Deptford Township and is in the vital and best interests of the Township and County; and

WHEREAS, the Buyer, The Township and the County have executed an Amendment to the Agreement of Sale which has extended the Outside Date to August 8, 2012; and

WHEREAS, the Buyer, the Township and the County desire to amend the Memorandum to reflect the change in the Term as set forth in the Amendment to the Agreement of Sale.

NOW, THEREFORE, for good and valuable consideration and the mutual obligations of the Buyer, County and the Township (collectively, the "Parties"), intending to be legally bound, each of them does hereby covenant and agree with the other as follows:

1. The recitals above are incorporated herein by reference.
2. Paragraph 9 of the Memorandum is amended in its entirety to read as follows:

"Term. The term of this Memorandum shall commence as of September 19, 2007 and shall terminate on the earlier to occur of: (i) termination of the Purchase Agreement by the Buyer; (ii) termination by agreement of the parties and the County; (iii) the Outside Date, i.e. August 8, 2012; and (iv) the acquisition of the Property by Buyer."

3. Except as modified hereby, all terms of the Memorandum shall remain in full force and effect. In the event of a conflict between the terms of the Memorandum and this Amendment, the terms of this Amendment shall prevail.

4. Should any provision of this Amendment for any reason be declared invalid or unenforceable by a final and unappealable order of any court or regulatory body having jurisdiction or by any governmental, quasi-governmental or administrative entity, such declaration shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Amendment had been executed with the invalid portion(s) eliminated. In such event, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity and to restore this Amendment as near as possible to its original intent and effect.
5. This Amendment shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township, the County and the Buyer have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST:

THE COUNTY OF GLOUCESTER,  
NEW JERSEY

By: Robert N. DiLella

By: Chad M. Bruner

Name: Robert N. DiLella

Name: Chad M. Bruner

Title: Clerk of the Board

Title: County Administrator

ATTEST:

THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WEST DEPTFORD ENERGY ASSOCIATES  
URBAN RENEWAL, L.P.

ATTEST:

By: West Deptford Energy Associates GP, Inc.  
its General Partner

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

4. Should any provision of this Amendment for any reason be declared invalid or unenforceable by a final and unappealable order of any court or regulatory body having jurisdiction or by any governmental, quasi-governmental or administrative entity, such declaration shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Amendment had been executed with the invalid portion(s) eliminated. In such event, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity and to restore this Amendment as near as possible to its original intent and effect.
5. This Amendment shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township, the County and the Buyer have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST: THE COUNTY OF GLOUCESTER,  
NEW JERSEY

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

By: Amy Foster By: Anna Docimo  
Name: Amy Foster Name: Anna Docimo  
Title: Acting Township Clerk Title: Mayor

WEST DEPTFORD ENERGY ASSOCIATES  
URBAN RENEWAL, L.P.

ATTEST: By: West Deptford Energy Associates GP, Inc.  
its General Partner

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

4. Should any provision of this Amendment for any reason be declared invalid or unenforceable by a final and unappealable order of any court or regulatory body having jurisdiction or by any governmental, quasi-governmental or administrative entity, such declaration shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Amendment had been executed with the invalid portion(s) eliminated. In such event, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity and to restore this Amendment as near as possible to its original intent and effect.
5. This Amendment shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township, the County and the Buyer have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST: THE COUNTY OF GLOUCESTER,  
NEW JERSEY

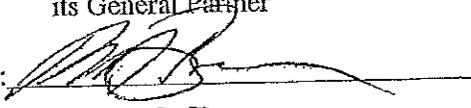
By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

WEST DEPTFORD ENERGY ASSOCIATES  
URBAN RENEWAL, L.P.

ATTEST: By: West Deptford Energy Associates GP, Inc.  
its General Partner

By:  \_\_\_\_\_  
Name: Mark Brennan  
Treasurer

State of New Jersey

County of Gloucester

BE IT REMEMBERED that on this 25<sup>th</sup> day of July, 2011, before me, the undersigned witnessing authority, personally appeared Chad M. Bruner, who is the County Administrator of the COUNTY OF GLOUCESTER, a public body corporate and politic of the State of New Jersey, and who is to me known to be the person who executed the foregoing instrument, and thereupon he/she did acknowledge that he/she signed and delivered such instrument as his/her act and deed and as the act and deed of the COUNTY OF GLOUCESTER, for the uses and purposes therein expressed.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Joann K. Schneider  
Notary

JOANN K. SCHNEIDER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 26, 2016

State of New Jersey

County of Gloucester

BE IT REMEMBERED that on this 20<sup>th</sup> day of July, 2011, before me, the undersigned, witnessing authority, personally appeared Anna Decimo, who is the Mayor of the TOWNSHIP OF WEST DEPTFORD, a public body corporate and politic of the State of New Jersey, and who is to me known to be the person who executed the foregoing instrument, and thereupon ~~he~~she did acknowledge that ~~he~~she signed and delivered such instrument as ~~his~~her act and deed and as the act and deed of the TOWNSHIP OF WEST DEPTFORD, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cheryl A. Rheiner  
Notary

Cheryl A. Rheiner  
Notary Public  
State of New Jersey  
My Commission Expires January 2, 2012

Title: \_\_\_\_\_ Title: \_\_\_\_\_

State of New Jersey

County of Middlesex

On this, the 21<sup>st</sup> day of July, 2011, before me, the undersigned notary public, personally appeared, Mark Brennan, who acknowledged (himself)(herself)(themselves) to be the Authorized Agent of WEST DEPTFORD ENERGY ASSOCIATES URBAN RENEWAL, L.P., a Delaware limited liability partnership, desiring that the within instrument should be recorded.

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS DATE**

**JUL 21 2011**

**YEVGENIYA DYATLOVA  
Notary Public of New Jersey  
Commission Expires 3/13/2013**



\_\_\_\_\_  
Notary Public



FIRST AMENDMENT TO EACH OF THE  
COOPERATIVE AGREEMENT, COUNTY AGREEMENT OF SALE  
AND ASSIGNMENT OF AGREEMENT OF SALE

THIS FIRST AMENDMENT TO EACH OF THE COOPERATIVE AGREEMENT, COUNTY AGREEMENT OF SALE AND ASSIGNMENT OF AGREEMENT OF SALE ("Amendment") is dated as of the 24<sup>th</sup> day of July, 2011 by and between THE TOWNSHIP OF WEST DEPTFORD, a public body corporate and politic of the State of New Jersey, with its address at 400 Crown Point Road, P.O. Box 89, Thorofare, New Jersey 08086 acting within its powers under the hereinafter defined Redevelopment Law, as a Redevelopment Entity (the "Township") and the COUNTY OF GLOUCESTER, NEW JERSEY, a County governmental unit, with its address at 1, North Broad Street, Woodbury, New Jersey 08096 (the "County"). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the "Redevelopment Agreement" defined below.

WITNESSETH:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et. seq.*, as amended and supplemented, promotes the social and economic improvement of the State and its several municipalities, in part, by providing a process for the redevelopment, rehabilitation and improvement of commercial and industrial facilities; and

WHEREAS, pursuant to an Ordinance adopted on February 6, 1992 and in consultation with and upon the recommendation of the Township of West Deptford Planning Board, the Township has designated certain land, approximating three hundred two (302) acres located within the Township shown on the official tax map of the Township as Block 328, Lots 1.02 and 1.06, as described in Exhibit "A" to the Redevelopment Agreement (as hereinafter defined) (the "Property") as an "area in need of redevelopment", in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et. seq.* (the "Redevelopment Law"). The Township adopted a Redevelopment Plan dated November, 1991 as may be further amended and modified, pursuant to and in accordance with the Redevelopment Ordinance; and

WHEREAS, in accordance with the powers conferred upon Township as a Redevelopment Entity under the Redevelopment Law, the Township is authorized and directed to implement the Redevelopment Plan; and

WHEREAS, Township determined that West Deptford Energy Associates Urban Renewal, L.P., a Delaware limited partnership, with its address at Two Tower Center, 11th Floor, East Brunswick, New Jersey 08816 (the "Redeveloper") has the experience, skill, financial ability and expertise to implement the Project, and the Township and the Redeveloper entered into the Redevelopment Agreement, dated August 9, 2007, as amended on February \_\_, 2008, and June 23, 2008 (the "Redevelopment Agreement"), for the purpose of Redeveloper redeveloping the Property for and in accordance with the purposes specified in the Redevelopment Agreement and the Redevelopment Law and in accordance with the Redevelopment Plan; and

WHEREAS, in furtherance of the Redevelopment Agreement and pursuant to the terms and conditions contained in a certain Agreement of Sale, by and between the Township and the Redeveloper, dated August 9, 2007, as amended on July 24<sup>th</sup>, 2011 (referred to herein as the "Agreement of Sale" or the "Redeveloper Purchase Agreement"), the Assignment of Agreement of Sale between the Township and the County (the "Assignment") dated September 19, 2007, the County Agreement of Sale between the Township and the County (the "County Agreement of Sale"), dated August 9, 2007, and that certain Cooperative Agreement by and between the Township and the County, dated August 9, 2007, (the "Cooperative Agreement"), the Township, in cooperation with the County, agreed to form a governmental cooperative relationship with the Township in support of the Township's exercise of those public functions necessary for the conveyance of the Property pursuant to the Redevelopment Law, including conveyance of the Property to the Redeveloper; and

WHEREAS, the Township invited the County's participation, and through its participation and advancement of funds, the County is enabling the Project to proceed in a manner not otherwise possible and is advancing the economy of the entire County; and

WHEREAS, on September 18, 2007, the Township, pursuant to the County Agreement of Sale and the Cooperative Agreement, transferred the Property to the County and the Township assigned the Agreement of Sale to the County pursuant to that Assignment of Agreement of Sale (the "Assignment"); and

WHEREAS, the County did acquire the approximately Three Hundred Two (302) acre Property from the Township for the sum of Nine Million, Three Hundred Thousand Dollars and for ultimate transfer of such property to the Township for sale to Redeveloper; and

WHEREAS pursuant to the terms of the County Agreement of Sale, the Assignment and the Cooperative Agreement, the County is to reconvey the Property to the Township at or prior to Closing under the Agreement of Sale; and

WHEREAS, the Township anticipates that it will receive stable, ascertainable, long-term payments in lieu of taxes from the Redeveloper totaling \$107,245,355, pursuant to a Financial Agreement to be entered into by and between the Redeveloper and the Township (the "Financial Agreement"), and that the County will receive from the Township ten percent (10%) of the payments pursuant to said Financial Agreement, State law and the Redevelopment Agreement; and

WHEREAS, the County is a third party beneficiary under said Financial Agreement approved by the County and to be entered into between the Township and Redeveloper, under which the citizens of the County of Gloucester are anticipated to benefit through payments in lieu of taxes for the Property; and

WHEREAS, the Township has determined that the annual service charge payments to be made in lieu of property tax will exceed the current local property tax revenues generated by the Property and will provide for stable, ascertainable, long-term payments to the Township and County; and

WHEREAS, the Township and the County continue to believe that the redevelopment of the Property pursuant to said Redevelopment Agreement, and the fulfillment of same is in the vital and best interest of the Township and the County and the health, safety and welfare of its residents, and in accordance with the public purposes and provisions of all applicable Federal, State and local laws, ordinances and regulations under which the redevelopment of the Property is being undertaken; and

WHEREAS, the Redeveloper has obtained most of the necessary permits for the Project and due to unforeseen circumstances it has taken longer than anticipated to obtain all of the permits and finalize necessary power supply arrangements and thus to finalize financing and Redeveloper anticipates that it will have all approvals and financing necessary for the redevelopment and purchase of the Property within one year and to begin redevelopment of the Property; and

WHEREAS, the Redeveloper expressed its desire to extend the Agreement of Sale for one year and has agreed to provide an additional nonrefundable Deposit to the County (as defined in the Agreement of Sale) in the amount of One Million Dollars (\$1,000,000) for that purpose and to purchase the Property for the sum of Fourteen Million Dollars (\$14,000,000) in accordance with the terms of the Agreement of Sale; and

WHEREAS, the Township and the County have received advice from experienced real estate professionals indicating that the sale of the Property to Redeveloper under the terms of the Agreement of Sale as amended is consistent with local real estate values and is in the best interests of the Township and the County; and

WHEREAS, Redeveloper has made considerable progress at substantial expense in moving the Project forward in good faith, and

WHEREAS, the Township and the County believe that amendment of the Agreement of Sale allows maximum redevelopment of the Property and is, therefore, in the best interest of the Township and the County, that it is consistent with long range planning goals of the Township and the County, and will promote the health, safety, morals and welfare of the residents of the Township and the County; and

WHEREAS, the Township and County have carefully considered the proposal and have determined that the Amendment to the Agreement of Sale will benefit the entire community of Gloucester County, including but not limited to West Deptford Township and is in the vital and best interests of the Township and County; and

WHEREAS, the Redeveloper, the County and the Township desire to amend the Agreement of Sale; and

WHEREAS, the amendments to the Agreement of Sale require that certain terms and conditions of the County Agreement of Sale, the Cooperative Agreement and the Assignment be amended on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration and the mutual obligations of the parties hereto (collectively, the "Parties"), intending to be legally bound, each of them does hereby covenant and agree with the other as follows:

1. The eighth Whereas clause of the Cooperative Agreement shall be amended in its entirety to read as follows:

"WHEREAS, in furtherance of the Redevelopment Agreement and pursuant to the terms and conditions contained herein, that certain agreement of sale bearing even date herewith has been executed by and between the Township and the Redeveloper (the "Redeveloper Purchase Agreement"), and that certain agreement of sale bearing even date herewith by and between the Township and the County (the "County Agreement of Sale") have been executed. The Redeveloper Purchase Agreement and the County Agreement of Sale are sometimes referred to herein as the "Agreements of Sale". Pursuant to the Agreements of Sale, the Redevelopment Agreement and this Agreement (sometimes collectively, the "Project Agreements"), the County and the Township have agreed that the Township will sell the Property to the County by September \_\_, 2007, and the County will resell the Property to the Township for sale to the Redeveloper no later than sixty (60) months from the execution of the Redeveloper Purchase Agreement upon timely exercise of the Redeveloper's and Township's notices; and"

2. Paragraph 1(d) of the Terms of Cooperation of the Cooperative Agreement shall be amended in its to read as follows:

"The County Agreement of Sale provides that the County will reconvey the Property to the Township, and the Township will re-purchase the Property for the purpose of conveying the Property the same day to Redeveloper under the Redeveloper Purchase Agreement. The closing under the Redeveloper Purchase Agreement is sometimes referred to as the "Redeveloper Closing". Pursuant to the Redeveloper Purchase Agreement, the Redeveloper Closing shall occur on or before the date which is sixty (60) months from the date of execution of the Redeveloper Purchase Agreement (the "Outside Date"). The purchase price to be received by the County at the Redeveloper Closing shall be the gross amount of Fourteen Million Dollars (\$14,000,000) or such larger Purchase Price as Redeveloper pays to the Township under the Redeveloper Purchase Agreement, net of closing costs which the Township and County agree are either the Township's or the County's responsibility as the "Seller", and net of any "Advance Redeveloper Deposits" (as defined below)(the Final Purchase Price)."

3. Paragraph 2(c) of the County Agreement of Sale shall be amended in its entirety to read as follows:

"Provided that Closing occurs under this Agreement, all annual payments paid by Redeveloper as earnest money deposits under the Redeveloper Purchase Agreement (each, an "Advance Redeveloper Deposit") shall be delivered to the County and, provided that closing under the Redeveloper Purchase Agreement occurs within sixty (60) months from the date of execution of the Redeveloper Purchase Agreement, all such Advance Redeveloper Deposits received by the County shall be credited against the

Purchase Price payable by Redeveloper under the Redeveloper Agreement of Sale. If Closing does not occur within sixty (60) months from the date of execution of the Redeveloper Purchase Agreement, the County shall have the right to retain all Advance Redeveloper Deposits. All Advance Redeveloper Deposits received by Seller prior to Closing have been paid to the County at Closing. As of the date hereof, Buyer represents that it has received the following Advance Redeveloper Deposits: \$400,000 on September 24, 2007; \$200,000 on July 31, 2008; \$200,000 on July 27, 2009; and, \$200,000 on July 28, 2010.

4. Paragraph 6(a) of the County Agreement of Sale shall be amended in its entirety to read as follows:

“SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE SALE AND CONVEYANCE OF THE PROPERTY TO BUYER HEREIN IS SUBJECT TO THE OBLIGATION OF BUYER TO RECONVEY THE PROPERTY TO THE SELLER (THE “RECONVEYANCE”) UPON TIMELY NOTICE BY SELLER TO BUYER THAT SELLER WILL CONVEY THE PROPERTY TO THE REDEVELOPER IN ACCORDANCE WITH THE REDEVELOPER PURCHASE AGREEMENT AND THE COOPERATIVE AGREEMENT, FOR REDEVELOPMENT PURPOSES IN ACCORDANCE WITH THE REDEVELOPMENT AGREEMENT. UPON TIMELY WRITTEN NOTICE FROM SELLER TO BUYER, BUYER SHALL RECONVEY THE PROPERTY TO THE SELLER AND RE-ASSIGN THE REDEVELOPER PURCHASE AGREEMENT TO SELLER, AND AT CLOSING OF THE RECONVEYANCE, THE GROSS PURCHASE PRICE OF FOURTEEN MILLION (\$14,000,000) DOLLARS (THE “REDEVELOPER PURCHASE PRICE”), SUBJECT TO DEDUCTIONS AND CREDITS, UNDER THE REDEVELOPER PURCHASE AGREEMENT, SHALL BE PAID AT CLOSING OF THE RECONVEYANCE TO THE BUYER. THE CLOSING OF THE RECONVEYANCE AND RE-ASSIGNMENT SHALL OCCUR ON THE SAME DATE THAT SELLER CLOSES UNDER THE REDEVELOPER PURCHASE AGREEMENT, WHICH DATE SHALL NOT BE LATER THAN SIXTY (60) MONTHS FROM THE DATE OF EXECUTION OF THE REDEVELOPER PURCHASE AGREEMENT. IF CLOSING UNDER THE REDEVELOPER PURCHASE AGREEMENT DOES NOT OCCUR WITHIN SIXTY (60) MONTHS FROM THE DATE OF EXECUTION OF THE REDEVELOPER PURCHASE AGREEMENT (THE “OUTSIDE DATE”), BUYER SHALL HAVE THE RIGHT TO RETAIN THE PROPERTY FOR REDEVELOPMENT PURPOSES.”

5. Paragraph 6(c) of the County Agreement of Sale shall be amended in its entirety to read as follows:

“The amount of funds payable to Buyer on the date of closing under the Redeveloper Purchase Agreement (the “Redeveloper Closing”), which is scheduled to occur no later than sixty (60) months from the date of execution of the Redeveloper Purchase Agreement (the “Outside Date”), shall equal the gross Purchase Price of Fourteen Million Dollars (\$14,000,000.00), less all Advance Redeveloper Deposits paid by Redeveloper and less any other credits and/or adjustments under the Redeveloper Purchase Agreement

as set forth in on the settlement statement issued by the escrow agent (the "Net Purchase Price")."

6. Paragraph 2 of the Assignment shall be amended in its entirety to read as follows:

"This Assignment is given pursuant to and subject to the Project Agreements, and is subject and pursuant to the terms, representations, covenants, rights, obligations and limitations contained therein, including specifically, without limitation the obligation of the Assignee to do the following provided that the Redeveloper closes under the Redeveloper Purchase Agreement within sixty (60) months from the execution of the Redeveloper Purchase Agreement (the "Outside Date"), and provided that Assignee has received the Purchase Price at closing under the Redeveloper Purchase Agreement: (i) proceed to closing under the Redeveloper Purchase Agreement; (ii) prior to the closing under the Redeveloper Purchase Agreement, re-convey the Property to the Township and re-assign the Redeveloper Purchase Agreement to the Township so that Township is the grantor of the Property to the Redeveloper; and (iii) to take such actions and execute such documents as are reasonably necessary to effectuate the closing under the Redeveloper Purchase Agreement."

7. The Parties hereby agree and approve, pursuant to Section 9.b(i)(B) of the Cooperative Agreement, that the Redeveloper Purchase Agreement (i.e., the Agreement of Sale) shall be amended as set forth in Exhibit A, "First Amendment to Agreement of Sale", attached hereto.
8. The Parties hereby agree that this document shall satisfy the requirement that any amendment or modification to the Cooperative Agreement, County Agreement of Sale and Assignment shall be valid only when same is in writing and signed by the Parties thereto.
9. This Amendment may be executed in one or more counterparts and when each Party has executed and delivered at least one counterpart (by original, fax or PDF copy), this Amendment shall become binding on the Parties and such counterparts shall constitute one and the same instrument.
10. Except as modified hereby, all terms of the County Agreement of Sale, the Cooperative Agreement and the Assignment shall remain in full force and effect. In the event of a conflict between the terms of the County Agreement of Sale, the Cooperative Agreement, the Assignment and this Amendment, the terms of this Amendment with respect to such agreement shall prevail.
11. Should any provision of this Amendment for any reason be declared invalid or unenforceable by a final and unappealable order of any court or regulatory body having jurisdiction or by any governmental, quasi-governmental or administrative entity, such declaration shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Amendment had been executed with the invalid portion(s) eliminated. In such event, the Parties shall promptly renegotiate in

good faith new provisions to eliminate such invalidity and to restore this Amendment as near as possible to its original intent and effect.

12. This Amendment shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

[Signatures On Next Page]

IN WITNESS WHEREOF, the Township and the County have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST:

THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

By: Amy Herod

By: Anna Docimo

Name: Herod

Name: Anna Docimo

Title: Acting Township Clerk

Title: Mayor

ATTEST:

THE COUNTY OF GLOUCESTER,  
NEW JERSEY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Township and the County have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST:

THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

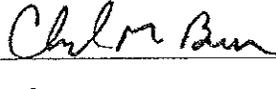
Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

THE COUNTY OF GLOUCESTER,  
NEW JERSEY

By: 

By: 

Name: Robert N. DiLella

Name: Chad M. Bruner

Title: Clerk of the Board

Title: County Administrator

FIRST AMENDMENT TO MEMORANDUM  
OF COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF COOPERATIVE AGREEMENT ("Amendment") is dated as of the 21<sup>st</sup> day of July, 2011 by and between THE TOWNSHIP OF WEST DEPTFORD, a public body corporate and politic of the State of New Jersey, with its address at 400 Crown Point Road, P.O. Box 89, Thorofare, New Jersey 08086 acting within its powers under the hereinafter defined Redevelopment Law, as a Redevelopment Entity (the "Township") and the COUNTY OF GLOUCESTER, NEW JERSEY, a County governmental unit, with its address at 1, North Broad Street, Woodbury, New Jersey 08096 (the "County"). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the "Redevelopment Agreement" defined below.

WITNESSETH:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et. seq., as amended and supplemented, promotes the social and economic improvement of the State and its several municipalities, in part, by providing a process for the redevelopment, rehabilitation and improvement of commercial and industrial facilities; and

WHEREAS, pursuant to an Ordinance adopted on February 6, 1992 and in consultation with and upon the recommendation of the Township of West Deptford Planning Board, the Township has designated certain land, approximating three hundred two (302) acres located within the Township shown on the official tax map of the Township as Block 328, Lots 1.02 and 1.06, as described in Exhibit "A" to the Redevelopment Agreement (as hereinafter defined) (the "Property") as an "area in need of redevelopment", in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "Redevelopment Law"). The Township adopted a Redevelopment Plan dated November, 1991 as may be further amended and modified, pursuant to and in accordance with the Redevelopment Ordinance; and

WHEREAS, in accordance with the powers conferred upon Township as a Redevelopment Entity under the Redevelopment Law, the Township is authorized and directed to implement the Redevelopment Plan; and

WHEREAS, Township determined that West Deptford Energy Associates Urban Renewal, L.P., a Delaware limited partnership, with its address at Two Tower Center, 11th Floor, East Brunswick, New Jersey 08816 (the "Redeveloper") has the experience, skill, financial ability and expertise to implement the Project, and the Township and the Redeveloper entered into the Redevelopment Agreement, dated August 9, 2007, as amended on February \_\_, 2008, and June 23, 2008 (the "Redevelopment Agreement"), for the purpose of Redeveloper redeveloping the Property for and in accordance with the purposes specified in the Redevelopment Agreement and the Redevelopment Law and in accordance with the Redevelopment Plan; and

WHEREAS, in furtherance of the Redevelopment Agreement and pursuant to the terms and conditions contained in a certain Agreement of Sale, by and between the Township and the Redeveloper, dated August 9, 2007, as amended on July 21<sup>st</sup>, 2011 (referred to herein as the

"Agreement of Sale" or the "Redeveloper Purchase Agreement"), the Assignment of Agreement of Sale between the Township and the County (the "Assignment") dated September 19, 2007, the County Agreement of Sale between the Township and the County (the "County Agreement of Sale"), dated August 9, 2007, and that certain Cooperative Agreement by and between the Township and the County, dated August 9, 2007, (the "Cooperative Agreement"), the Township, in cooperation with the County, agreed to form a governmental cooperative relationship with the Township in support of the Township's exercise of those public functions necessary for conveyance of the Property pursuant to the Redevelopment Law, including conveyance of the Property to the Redeveloper; and

WHEREAS, a Memorandum of Cooperative Agreement, dated September 19, 2007 (the "Memorandum") was executed by the Township and Buyer and recorded in the office of the Clerk of Gloucester County in Deed Book 4450, Page 241, as Docket #60743, on October 11, 2007; and

WHEREAS, the Township invited the County's participation, and through its participation and advancement of funds, the County is enabling the Project to proceed in a manner not otherwise possible and is advancing the economy of the entire County; and

WHEREAS, on September 18, 2007, the Township, pursuant to the County Agreement of Sale and the Cooperative Agreement, transferred the Property to the County and the Township assigned the Agreement of Sale to the County pursuant to that Assignment of Agreement of Sale (the "Assignment"); and

WHEREAS, the County did acquire the approximately Three Hundred Two (302) acre Property from the Township for the sum of Nine Million, Three Hundred Thousand Dollars and for ultimate transfer of such property to the Township for sale to Redeveloper; and

WHEREAS pursuant to the terms of the County Agreement of Sale, the Assignment and the Cooperative Agreement, the County is to reconvey the Property to the Township at or prior to Closing under the Agreement of Sale; and

WHEREAS, the Township anticipates that it will receive stable, ascertainable, long-term payments in lieu of taxes from the Redeveloper totaling \$107,245,355, pursuant to a Financial Agreement to be entered into by and between the Redeveloper and the Township (the "Financial Agreement"), and that the County will receive from the Township ten percent (10%) of the payments pursuant to said Financial Agreement, State law and the Redevelopment Agreement; and

WHEREAS, the County is a third party beneficiary under said Financial Agreement approved by the County and to be entered into between the Township and Redeveloper, under which the citizens of the County of Gloucester are anticipated to benefit through payments in lieu of taxes for the Property; and

WHEREAS, the Township has determined that the annual service charge payments to be made in lieu of property tax will exceed the current local property tax revenues generated by the

Property and will provide for stable, ascertainable, long-term payments to the Township and County; and

WHEREAS, the Township and the County continue to believe that the redevelopment of the Property pursuant to said Redevelopment Agreement, and the fulfillment of same is in the vital and best interest of the Township and the County and the health, safety and welfare of its residents, and in accordance with the public purposes and provisions of all applicable Federal, State and local laws, ordinances and regulations under which the redevelopment of the Property is being undertaken; and

WHEREAS, the Redeveloper has obtained most of the necessary permits for the Project and due to unforeseen circumstances it has taken longer than anticipated to obtain all of the permits and finalize necessary power supply arrangements and thus to finalize financing and Redeveloper anticipates that it will have all approvals and financing necessary for the redevelopment and purchase of the Property within one year and to begin redevelopment of the Property; and

WHEREAS, the Redeveloper expressed its desire to extend the Agreement of Sale for one year and has agreed to provide an additional nonrefundable Deposit to the County (as defined in the Agreement of Sale) in the amount of One Million Dollars (\$1,000,000) for that purpose and to purchase the Property for the sum of Fourteen Million Dollars (\$14,000,000) in accordance with the terms of the Agreement of Sale; and

WHEREAS, the Township and the County have received advice from experienced real estate professionals indicating that the sale of the Property to Redeveloper under the terms of the Agreement of Sale as amended is consistent with local real estate values and is in the best interests of the Township and the County; and

WHEREAS, Redeveloper has made considerable progress at substantial expense in moving the Project forward in good faith, and

WHEREAS, the Township and the County believe that amendment of the Agreement of Sale allows maximum redevelopment of the Property and is, therefore, in the best interest of the Township and the County, that it is consistent with long range planning goals of the Township and the County, and will promote the health, safety, morals and welfare of the residents of the Township and the County; and

WHEREAS, the Township and County have carefully considered the proposal and have determined that the Amendment to the Agreement of Sale will benefit the entire community of Gloucester County, including but not limited to West Deptford Township and is in the vital and best interests of the Township and County; and

WHEREAS, the Redeveloper, the County and the Township desire to amend the Agreement of Sale; and

WHEREAS, the amendments to the Agreement of Sale require that certain terms and conditions of the County Agreement of Sale, the Cooperative Agreement and the Assignment be amended on the terms and conditions hereinafter set forth.

WHEREAS, the Township and the County have executed an Amendment to the County Agreement of Sale, the Cooperative Agreement and the Assignment which have extended the Outside Date to August 8, 2012; and

WHEREAS, the Township and the County desire to amend the Memorandum to reflect the change in the Term as set forth in the County Agreement of Sale, the Cooperative Agreement and the Assignment.

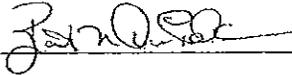
NOW, THEREFORE, for good and valuable consideration and the mutual obligations of the parties hereto (collectively, the "Parties"), intending to be legally bound, each of them does hereby covenant and agree with the other as follows:

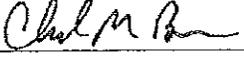
1. The recitals above are incorporated herein by reference.
2. Paragraph 9 of the Memorandum is amended in its entirety to read as follows:  
  
"Term. The term of this Memorandum shall commence as of September 19, 2007 and shall terminate on the earlier to occur of: (i) the Outside Date, i.e. August 8, 2012; (ii) its termination prior thereto by agreement of the parties; and (iii) the acquisition of the Property by Redeveloper pursuant to the Cooperative Agreement."
3. Except as modified hereby, all terms of the Memorandum shall remain in full force and effect. In the event of a conflict between the terms of the Memorandum and this Amendment, the terms of this Amendment shall prevail.
4. Should any provision of this Amendment for any reason be declared invalid or unenforceable by a final and unappealable order of any court or regulatory body having jurisdiction or by any governmental, quasi-governmental or administrative entity, such declaration shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Amendment had been executed with the invalid portion(s) eliminated. In such event, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity and to restore this Amendment as near as possible to its original intent and effect.
5. This Amendment shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township and the County have caused this Amendment to be executed in their respective names and delivered by their respective duly authorized officers, all as of the date first above written.

ATTEST:

THE COUNTY OF GLOUCESTER,  
NEW JERSEY

By: 

By: 

Name: Robert N. Dilella

Name: Chad H. Bruner

Title: Clerk of The Board

Title: County Administrator

ATTEST:

THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

THE COUNTY OF GLOUCESTER,  
NEW JERSEY

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

THE TOWNSHIP OF WEST DEPTFORD,  
NEW JERSEY

By: Amy Reso

By: Anna Docimo

Name: Amy Reso

Name: Anna Docimo

Title: Acting Township Clerk

Title: Mayor

State of New Jersey

County of Gloucester

BE IT REMEMBERED that on this 25<sup>th</sup> day of July, 2011, before me, the undersigned witnessing authority, personally appeared Chad M. Bainer, who is the County Administrator of the COUNTY OF GLOUCESTER, a public body corporate and politic of the State of New Jersey, and who is to me known to be the person who executed the foregoing instrument, and thereupon he/she did acknowledge that he/she signed and delivered such instrument as his/her act and deed and as the act and deed of the COUNTY OF GLOUCESTER, for the uses and purposes therein expressed.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Joann K. Schneider  
Notary

JOANN K. SCHNEIDER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 26, 2014

State of New Jersey

County of Gloucester

BE IT REMEMBERED that on this 20<sup>th</sup> day of July, 2011, before me, the undersigned witnessing authority, personally appeared Anna Doimo, who is the Mayor of the TOWNSHIP OF WEST DEPTFORD, a public body corporate and politic of the State of New Jersey, and who is to me known to be the person who executed the foregoing instrument, and thereupon he/she did acknowledge that he/she signed and delivered such instrument as his/her act and deed and as the act and deed of the TOWNSHIP OF WEST DEPTFORD, for the uses and purposes therein expressed.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cheryl A. Rheiner  
Notary

Cheryl A. Rheiner  
Notary Public  
State of New Jersey  
My Commission Expires January 2, 2012

A5

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2014 as follows:

- (1) The sum of **\$24,000.00**, which item is now available as a revenue from the New Jersey Division of Highway Traffic Safety Click It or Ticket, to be appropriated under the caption of the New Jersey Division of Highway Traffic Safety Click It or Ticket - *Other Expenses*;
- (2) The sum of **\$12,000.00**, which item is now available as a revenue from the New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program, to be appropriated under the caption of the New Jersey Division of Highway Traffic Safety Child Passenger Safety Seat Program - *Other Expenses*;
- (3) The sum of **\$300,000.00**, which item is now available as a revenue from the New Jersey Department of Children and Families Prevention Services, to be appropriated under the caption of the New Jersey Department of Children and Families Prevention Services - *Other Expenses*;
- (4) The sum of **\$391,915.00**, which item is now available as a revenue from the New Jersey Governor's Council on Alcoholism and Drug Abuse Municipal Alliance, to be appropriated under the caption of the New Jersey Governor's Council on Alcoholism and Drug Abuse Municipal Alliance - *Other Expenses*.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

AL

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF MAY 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 May 16, 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 May 16, 2014.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending May 16, 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; and

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending May 16, 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, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION REGARDING APPOINTMENTS TO THE BOARD OF  
EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT  
AND THE VOCATIONAL SCHOOL DISTRICT**

**WHEREAS**, there currently exists a Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, the Board of Chosen Freeholders desires to reappoint two members Anthony Wilcox and Marlene McConnell; and

**WHEREAS**, on January 3, 2014 John Robinson and Donna Ragonese were appointed to the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester to fill vacancies with terms ending June 30, 2017. The resolution requires amending to state that John Robinson and Donna Ragonese were filling the vacancies of Frank DiMarco and William Packer for terms ending June 30, 2016.

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

1. The County of Gloucester Board of Chosen Freeholders hereby authorizes the reappointments of **ANTHONY WILCOX and MARLENE MCCONNELL** to three year terms from July 1, 2014 to June 30, 2017; and
2. The previous resolution of January 3, 2014 appoint members John Robinson and Donna Ragonese is hereby amended to clarify that their terms expire June 30, 2016; and
2. Said appointments are subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

AD

## Anthony W. Wilcox

1940 Southside Ave. Deptford NJ 08096  
Home: 856-228-2640, Cell 609-280-0283

### Objective

Appointment as board member to GCIT/CSSSD Board of Education

### Experience

Confidential Assistant (Formerly Deputy Human Resources Director)  
July, 1997 to Present, County of Gloucester, Woodbury, NJ

- Monitor and summarize telephone, biometric palm scan, and internet usage. Reduce unauthorized use of internet access and increase employee productivity
- Manage county drug and alcohol mandatory referrals. Ensure employees receive the required assistance to address this issue.
- Oversee the county internship and job shadowing program. Ensure applicants are properly placed to achieve the established objective.
- Conduct training for department heads and supervisors. Develop training and leadership materials to enhance department and personal operations.
- Conduct new employee orientation.
- Receive and investigate EEO complaints involving the GCDOCS staff.
- Assist the county safety personnel as required.

Educational Opportunity Fund Recruiter

June 1994 to July 1997 Gloucester County College, Sewell, NJ

- Visit area high schools and recruit program eligible high school seniors for the state's EOF Program.
- To speak with non-traditional students about the EOF Program and attending GCC
- Develop and maintain recruiting strategies in order to meet established objectives

US Marine Corps

June, 1979 to Sept 1984

### Education

Rowan College (formerly Glassboro State College), Glassboro, NJ  
September, 1991 to May, 1994

- Bachelors of Art, Law and Justice

Currently attending FDU Masters in Public Administration Program

### Interests

Gloucester Co. United Way Allocation Committee (10 yrs)

President, Gloucester Co. School Board Assn. (2 yrs)

Loaned Executive to the GC United Way (3 years)

Gloucester Co. Child Placement Review Panel, community dispute committee, and juvenile conference committee (10 yrs.)

### References

References are available on request.

AM

**Marlene A. McConnell**  
13 Olmsted Drive – Holly Grove Estates  
Washington Township, Sewell, NJ 08080  
856-589-7355  
[mam0104@yahoo.com](mailto:mam0104@yahoo.com)

**Summary of Qualifications**

Commitment to the education of all students as evidenced by 23 years of service on the Board of Education. Professional leadership and communication skills with ability to work collaboratively in a group. Understand board governance and the role of the Board to oversee the operation of the Districts.

**Professional Experience**

- Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester** July 2008 to present  
President/Vice President of the Board; member of Personnel Committee and Negotiations Committee; Board representative on the Advisory Committee; Board liaison with County College
- Board of Education of the Gloucester County Special Services School District** August 1991 to June 2008  
President/Vice President of the Board; served on the Personnel Committee, Negotiations Committee and Finance/Budget Committee; Board representative on the Advisory Committee
- Gloucester County Special Education Study Panel** November 1989 to July 1991  
Parent representative; reviewed current and future needs of special education in Gloucester County; this led to the dissolution of the County Education Services Commission and creation of the Gloucester County Special Services School District
- St. John of God Parents and Friends Association** 1978 to 1999  
Member and participant in fund raising activities; served on the Reading Curriculum Committee; parent representative on Legislative Forum co-sponsored by the Gloucester County ARC and St. John of God asking local politicians running for office questions concerning people with disabilities; served on the Humanization Committee whose purpose was to collect data pertaining to parental concerns and needs of programs to give insight into the future direction of the school; classroom volunteer in the secondary program; room parent
- Down Syndrome Support Group of South Jersey** 1985 to 1995  
Active member and Outreach Coordinator; created and presented an in-service program to hospitals in the tri-county area to offer the Group's parent contact services; compiled a Procedure Handbook for the Outreach Committee; worked on the Group's Booklet Committee creating "Reaching Out", a booklet aimed at new parents to introduce the Group and give some basic information on Down syndrome
- Washington Township Parent Group for Special Needs Students** 1981 to 1991  
Active member and Group Co-Spokesperson for the 1989-90 and 1990-91 school years; served on Washington Township Comprehensive System of Personnel Development (CSPD) Committee developing goals and objectives for the District's three-year plans for 1987 to 1990 and 1990 to 1993; helped to update and rewrite the Department of Pupil Personnel Services parent handbook while serving on the Parent Handbook Committee
- State Parent Advisory Council for the Handicapped (SPACH)** 1987 to 1989  
Gloucester County representative; served on the Transition Committee and Update Committee for NJAC 6:28 regulations

**Employment History**

<b>Administrative Assistant</b> , Gary Stuhltrager, Esq., Deptford, NJ	August 2004 to October 2009
<b>Administrative Assistant</b> , John R. Lindsay, Esq., Turnersville, NJ	November 2001 to March 2003
<b>Substitute Teacher/Teacher Assistant</b> , HollyDell School (formerly CP Center), Washington Township, NJ	December 1998 to October 2001
<b>Administrative Assistant</b> , Sell A House USA, Washington Township, NJ	March 1994 to September 1995
<b>Real Estate Associate</b> , Coldwell Banker, Washington Township, NJ	April 1993 to February 1994
<b>Aisle Manager/Merchandiser</b> , Gibson Greetings, Inc. in Phar Mor Store #305, Turnersville, NJ	October 1990 to January 1994
<b>Accounts Receivable Billing</b> , Delaware Valley Wholesale Florist, Sewell, NJ	October 1973 to October 1977

**Education**

Gloucester County College, Sewell, NJ  
A.A.S. Secretarial Education (1973); graduated with honors, 4.0 GPA; Dean's Award for Academic Excellence; named to Who's Who in American Junior Colleges; assistant editor on campus newspaper

**Activities/Affiliations**

- New Jersey School Boards Association member since 1991
- Certified volunteer and coach for New Jersey Special Olympics
- New Jersey Notary Public since 1994
- Received New Jersey Real Estate License in 1993

**RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE  
LICENSING AND SUBSCRIPTION RENEWAL OF GEOGRAPHIC INFORMATION  
SYSTEMS MAPPING SOFTWARE IN AN AMOUNT NOT TO EXCEED \$20,000.00  
FROM MAY 2, 2014 TO MAY 1, 2015**

**WHEREAS**, the County of Gloucester (hereinafter the "County") can obtain the proprietary software license, maintenance, updates and subscription renewal for geographic information systems (GIS) mapping software from Environmental Systems Research Institute, Inc., (ESRI) 380 New York Street, Redlands, California, in an amount not to exceed \$20,000.00 from May 2, 2014 to May 1, 2015; and

**WHEREAS**, this software is utilized by a variety of County departments including Emergency Response, Health Department, Board of Elections, Prosecutor, Planning, Taxation Department and Information Technology; and

**WHEREAS**, N.J.S.A. 40A:11-5(dd) permits the performance of services for the support and maintenance of proprietary computer hardware and software without public advertising for bids.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is authorized to enter a Contract with ESRI for the software license, maintenance, updates and subscription renewal for geographic information systems (GIS) mapping software from Environmental Systems Research Institute, Inc. from May 2, 2014 to May 1, 2015 in an amount not to exceed \$20,000.00; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

A8

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)**

**THIS CONTRACT** is made effective this 2<sup>nd</sup> day of May, 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 **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)**, with offices at 380 New York Street, Redlands, California 92373 hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the software license, maintenance, updates and subscription renewal for geographic information systems (GIS) mapping software for County computers covering, but not limited to the following Departments – Emergency Response, Health Department, Board of Elections, Prosecutor, Planning, Taxation Department and Information Technology; and

**WHEREAS**, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system 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 (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.** Vendor shall provide Software License and Maintenance, Maintenance and Updates/Subscription Renewal for County computers for the period from May 2, 2014 to May 1, 2015.
2. **COMPENSATION.** The contract is for an amount not to exceed \$20,000.00. It is agreed and understood that acceptance and final payment to Vendor shall be considered a release in full of all claims against the County for the product or service delivered.

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.

3. **DUTIES OF VENDOR.** Vendor shall provide all aspects of Software License and Maintenance, Maintenance and Updates / Subscription Renewal for County computers.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. 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.

B. 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.

C. 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.

D. 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.

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

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

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

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

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

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

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

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

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

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

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

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

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor 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.

**THIS CONTRACT** is effective as of this 2<sup>nd</sup> day of May, 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:**

**THE COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. (ESRI)**

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

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**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

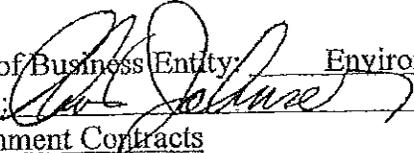
A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
NONE		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Environmental Systems Research Institute, Inc.  
Signed:  Title: Manager, Commercial & Government Contracts  
Print Name: Chris Johnson Date: 04/14/2014

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

**N.J.S.A. 19:44A-20.26** Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L. 1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

**PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

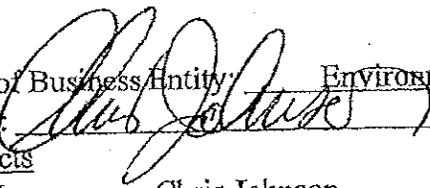
N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that 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.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Environmental Systems Research Institute, Inc.  
Signed:  Title: Manager, Commercial & Government Contracts  
Print Name: Chris Johnson Date: 04/14/2014

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

### **19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business**

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

### **19:44A-20.7. Definitions**

As used in sections 2 through 12 of this act: [FNI]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

### **19:44A-20.8. Duty to report contributions**

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

### **19:44A-20.9. Repayment of contribution**

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

### **19:44A-20.10. Violation of act by business entity; penalty**

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

**RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE COMMVAULT SOFTWARE PREMIER SUPPORT COVERAGE AND REMOTE OPERATIONS MANAGEMENT SERVICE FOR THE TOTAL CONTRACT AMOUNT OF \$17,694.60 FROM JULY 16, 2014 TO JULY 15, 2015**

**WHEREAS**, the County of Gloucester needs continuation of the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week & ROMS (Remote Operations Management Service) implemented via Quote CSCQ60683, including Upgrades, Disaster Recovery and Data Archiving; and

**WHEREAS**, the proprietary software value added reseller of the product is Comm Solutions with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355; and

**WHEREAS**, the Purchasing Agent has certified the availability of funds in the amount of \$17,694.60 pursuant to CAF#14-03848, which amount shall be charged against budget line item #4-01-20-140-001-20370; and

**WHEREAS**, the service related to this contract is the support and maintenance of proprietary hardware and software which is integrally related to an existing system 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(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., this Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County does hereby agree to contract with Comm Solutions for the CommVault Software Premier Support Coverage and Remote Operations Management Service for total contract amount of \$17,694.60 from July 16, 2014 to July 15, 2015.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COMM SOLUTIONS**

**THIS CONTRACT** is made effective this 16<sup>th</sup> day of July, 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 **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355 hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, the County of Gloucester has a need for the continuation of the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week & ROMS (Remote Operations Management Service) implemented via Quote CSCQ60683 including Upgrades, Disaster Recovery and Data Archiving; and

**WHEREAS**, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system 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(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and pursuant to N.J.S.A. 19:44A-20.4 et seq., this 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.** Vendor shall provide the CommVault Software Premier Support Coverage and ROMS (Remote Operations Management Service) from July 16, 2014 and concluding July 15, 2015.
2. **COMPENSATION.** The total contract amount is \$17,694.60. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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.

3. **DUTIES OF VENDOR.** Vendor shall provide all aspects of the CommVault Software Premier Support Coverage, 24 Hours a Day, 7 Days a Week, and ROMS (Remote Operations Management Service) including Upgrades, Disaster Recovery and Data Archiving. The details of the services to be performed are set forth on the attached Vendor's Quote #CSCQ60683.

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

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **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.

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 Vendor shall be suspended without liability for the period during which the County is so prevented.

13. **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.

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

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.** 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.

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

20. **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.

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, County's Description of Services, Vendor's quote and Vendor's Terms and Conditions. Should there occur a conflict between this form of contract and/or County's Description of Services, Vendor's quote and Vendor's Terms and Conditions, this Contract and County's Description of Services shall prevail.

**THIS CONTRACT** is effective as of this 16<sup>th</sup> day of July, 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:**

**THE COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**COMM SOLUTIONS**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

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

A9

**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20,26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
(None)		

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: COMM Solutions  
Signed: [Signature] Title: Secretary  
Print Name: Tom T. Black Date: 4/29/14

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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This quote is good for 30 days from the date specified on this quote. Our standard terms and conditions apply to this quote. Please review them at [www.commsolutions.com](http://www.commsolutions.com).

All freight will be prepaid and added to the invoice unless we have formally agreed upon other terms.

David Barnes  
 Account Executive  
 610-644-5155  
 610-889-0484  
 dbarnes@commsolutions.com



140 Quaker Lane  
 Malvern, PA 19355  
 800-795-7559

**QUOTE**

Date	Quote #
04/17/14	GSCQ60683

**Bill To:** COUNTY OF GLOUCESTER  
 GEORGE GRASSO  
 115 BUDD BLVD  
 WOODBURY, NJ 08096  
  
 Phone: (856)853-3374 Ext 00  
 Fax:

**Ship To:** COUNTY OF GLOUCESTER  
 GEORGE GRASSO  
 1 NORTH BROAD STREET  
 WOODBURY, NJ 08096  
 United States  
  
 Phone:  
 Fax:

CommCell ID #: F832C

Terms	Rep	P.O. Number	Ship Via
Net 30	David Barnes		EMAILED

Ln #	Qty	Description	Unit Price	Ext Price
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1

Term Date: 7/16/2014 - 7/15/2015

2	1	S-PREM-RNWL	\$17694.60	\$17694.60
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Commvault Software Premium Support Coverage: (24 hours a day, 7 days a week)

LICENSED PRODUCTS

- Quantity DESCRIPTION
- 1 Admin /Web Server Node
- 3 CAL- Content Director Consolidated Client
- 3 CIE- Offline Data Client connector per host
- 1 CommCell Disaster Recovery License
- 1 CommServe
- 2 DA-Active Directory
- 1 DA-Exch MB/DB/PFWF
- 1 DA-Exchange Compliance Archlver add-on
- 3 DA-SQL
- 1 DA-Virtual Infrastructure Hos
- 37 DA-Windows FS client
- 1 Disk LMS
- 1 Drive Management Software
- 1 Index Node
- 4 Media Agent (Windows)
- 10 Std Disk 1TB Tier-A CommCell Capacity License
- 1 Tape LMS

Please reference this quote number and send your purchase orders to "orders@commsolutions.com" or Fax: (610) 514-9630..

Please send your quote requests to "quotes@commsolutions.com".

SubTotal	\$17,694.60
Sales Tax	\$0.00
Shipping	TBD
<b>Total</b>	<b>\$17,694.60</b>

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

149

Certificate of Availability of Funds

TREASURER'S NO. 14-03848 DATE 5-7-14

4-01-20-140-001-20370

BUDGET NUMBER - CURRENT YR 2014 B \_\_\_\_\_ DEPARTMENT I.T.

AMOUNT OF CERTIFICATION \$17,694.60 COUNTY COUNSEL Emmett Primas

DESCRIPTION: Annual Renewal For CommVault Software  
Premier Support coverage (24 Hours a day, 7 Days a week)  
+ RDMIS (Remote Operations Management Service)

VENDOR: CommSolutions

ADDRESS: 140 Quaker Lane  
Malvern, PA 19355

James R. [Signature]  
DEPARTMENT HEAD APPROVAL

APPROVED  [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 5-7-14

May 21, 2014  
Freeholder  
Meeting

**RESOLUTION ADOPTING A PROTOTYPICAL DEFERRED COMPENSATION PLAN PURSUANT TO SECTION 457 OF THE FEDERAL INTERNAL REVENUE CODE AND AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH MASS MUTUAL FINANCIAL GROUP AND THE VARIABLE ANNUITY LIFE INSURANCE COMPANY ("VALIC")**

**WHEREAS**, the County of Gloucester ("County") desires to attract and retain qualified employees; and

**WHEREAS**, the County wishes to allow accrual of tax benefits to eligible employees through participation in a Deferred Compensation Plan ("Plan") as established pursuant to Section 457 of the Federal Internal Revenue Code; and

**WHEREAS**, the County has an existing Plan with MetLife and Lincoln Financial Group which were approved by the NJ Department of Community Affairs; and

**WHEREAS**, the implementation of an additional Plan will serve the interests of the County by enabling it to provide enhanced retirement security to its eligible employees and provide their employees with further options; and

**WHEREAS**, County employees are free to make a determination with regard to their salary, retirement, or other benefits, and the proposal and offering of a Deferred Compensation Plan is purely a voluntary decision by employees who desire to participate; and

**WHEREAS**, there is no cost to the County to adopt and implement a Deferred Compensation Plan; and

**WHEREAS**, request for proposals for a Deferred Compensation Plan and Service Agreement was prepared and made available to qualified vendors; and

**WHEREAS**, responding vendors to the request for proposals were Mass Mutual Financial Group of 220 Gibraltar Road Suite 350, Horsham, PA 19044, and The Variable Annuity Life Insurance Company ("VALIC"), c/o Lincoln Investment Planning, Inc. (as broker), 8000 Sagemore Drive, Marlton, NJ 08053; and

**WHEREAS**, the County Purchasing Director has reviewed all of the proposals submitted from the responding companies, and recommends that Mass Mutual Financial Group and VALIC be selected as the successful vendors for implementation of their respective Plans because they have been providing 457 plans to municipalities for a number of years, to a large number of municipal entities, some of which are in Gloucester County, and they provide several investment opportunities and are a well-recognized provider of insurance and other financial services; and

**WHEREAS**, there has been no collusion or evidence or appearance of collusion, between any local official and any representative of the contractors in the selection of a contractor for the administration of a Service Agreement pursuant to N.J.A.C. 5:37-5.7.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Mass Mutual Financial Group and VALIC are designated as additional providers for a Deferred Compensation Plan, specifically Plan Document #80-PD-HARTFORD-10051 by **Mass Mutual Financial Group**; and, Plan Document #81-PD-VALIC-10311 by **VALIC**, which documents may be presented to County employees; and,

**BE IT FURTHER RESOLVED** 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 said Service Agreements for the respective Plans with Mass Mutual Financial Group (attached as Exhibit A) and VALIC (attached as Exhibit B), and all other necessary and relative documents, and affirms that the County shall prepare, execute and submit all necessary documents to the Director of the Division of Local Government Services with the State Department of Community Affairs for approval; and

**BE IT FURTHER RESOLVED**, that the County is adopting an additional Deferred Compensation Plan substantially similar to one on which a favorable Private Letter Ruling has been previously obtained from the Federal Internal Revenue Service except for provisions added by reason of the Small Business Job Protection Act of 1996 (U.S. Public Law No. 104-188), the Taxpayer Relief Act of 2001 (U.S. Public Law No. 105-34), and the Economic Growth and Tax Relief Reconciliation Act of 2001 (U.S. Public Law No. 107-16) as well as good faith provisions added by reason of the Pension Protection Act of 2006 (U.S. Public Law No. 109-280), Heroes Earnings Assistance Act of 2008 (U.S. Public Law No. 110-245), Worker, Retiree, and Employer Recovery Act of 2008 (U.S. Public Law No. 110-458) and associated guidance, and all such provisions are stated in the Plan in terms substantially similar to the text of those provisions in the Internal Revenue Code Section 457. The use of such Ruling is for guidance only and acknowledges that for Federal Internal Revenue Service purposes, the Ruling of another employer is not to be considered precedent; and

**BE IT FURTHER RESOLVED**, that Brenda Bradley is hereby designated as the Local Plan Administrator for the administration of the VALIC Plan, and Michael Bongiorno, LUTCF is hereby designated as Local Plan Administrator for the administration of the Mass Mutual Plan

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A10

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND MASS MUTUAL  
FINANCIAL GROUP FOR SERVICES AS PLAN ADMINISTRATOR  
REGARDING DEFERRED COMPENSATION PLANS**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF GLOUCESTER** ("Employer"), and **Mass Mutual Financial Group** ("**MASS MUTUAL**"), who is authorized by the Commissioner of Insurance to do business in the State of New Jersey ("Provider").

The intent of this Agreement is for **Mass Mutual**, 220 Gibraltar Road, Suite 350, Horsham, PA 19044, to provide services with respect to the Employer's 457(b) Plan, as hereinafter defined. The Plan shall be administered in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended ("Code").

**SECTION 1. DEFINITIONS**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein.

- A. "Participant" means an employee of the Employer electing to participate in the Plan.
- B. "Plan" means the Employer's Deferred Compensation Plan.
- C. "Provider" means Mass Mutual Financial Group ("Mass Mutual").

D. All other words and phrases used in the Agreement shall, except where otherwise noted, have the same meanings as such words and phrases have wherever they appear in N.J.A.C. 5:37-1 et. seq., Municipal County and Authority Employees Deferred Compensation Plans Rule, promulgated by the Division of Local Government Services of the State of New Jersey (referred to as "Deferred Compensation Rules"), the Employer's Plan (copy attached hereto), and applicable provisions of the Code and regulations promulgated thereunder.

**SECTION 2. SCOPE OF SERVICE**

Provider shall perform the services described below in connection with the contract certificates issued to the Employer with respect to Participants.

**SECTION 3. TERM**

This Agreement shall become effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

**SECTION 4. RELATIONSHIP TO THE PARTIES**

Provider shall perform its obligations hereunder as an Agent for the Employer. The Employer may administer this Agreement and monitor Provider's compliance with its obligations

hereunder. The Employer shall not supervise or direct Provider other than as expressly provided in this Agreement.

#### **SECTION 5. SERVICES TO BE PERFORMED**

Provider shall:

- i. provide advice concerning categories of investments available to Participants under the Provider's contract.
- ii. explain investment guidelines and any restrictions under the Plan;
- iii. provide individual consultation on Plan matters to Participants;
- iv. maintain records of any written correspondence in connection with (a through c above for six years, and furnish on request, copies of such records to the Employer; and
- v. credit contributions if received on a business day as of the date received up to 4:00 p.m., at its processing Office, or the next business day, if later. (The Employer shall send all contributions, which are subject to this Agreement, received by it to "insert provider name" within 72 hours of receipt.)

And shall further provide:

- a. a contract certificate for each Participant setting forth the contract features and guarantees;
- b. a confirmation for each payment or transaction plus annual and semi-annual notices as required under the Securities Exchange Act of 1934 and applicable insurance laws and quarterly reports;
- c. a monthly premium notice in order to make the administration of the Plan as simple as possible.
- d. a current prospectus or prospectus supplement for each Participant, which describes the Provider's contract certificate being offered under the Plan.

Provider shall do all such acts as are required to be performed by a private contractor as set forth in N.J.A.C. 5:37-10.3 of the Deferred Compensation Rules relating to the review of the Plan.

#### **SECTION 6. RECORDS MAINTENANCE**

- A. Provider will be responsible for the administration and maintenance of individual account records.
- B. Upon prior request and during normal business hours, Provider shall allow the Employer full and complete access to all records retained by Provider pursuant to paragraph A above. The Employer shall have the right upon reasonable notice, exercised directly or

through its attorneys or independent auditors, to examine and audit such records and accounts to determine "insert Provider's name" compliance with the terms and conditions hereof. The provisions of this subsection B are not intended to limit the provisions of Section 5 of this Agreement.

#### **SECTION 7. HOLD HARMLESS**

Provider hereby agrees and hold harmless the Employer (the "Indemnitee") with regard to all losses, damages, penalties, claims and expenses as a result of any cause of action brought against it as a result of negligent acts or omissions of Provider arising out of or in connection with the administration of the contracts. Provider, at its own expense and risk, and by its own counsel shall defend any legal proceeding which may be brought against the Indemnitee with respect to any such failure, and shall satisfy any judgment which may be rendered against the Indemnitee as a result of any such proceeding, provided that the Indemnitee notifies it in writing within a reasonable period of the commencement of such proceeding or any threat of such proceeding in order that appropriate and timely action may be taken by Provider.

Notice shall be addressed to: **Mass Mutual Financial Group, 220 Gibraltar Road, Suite 350, Horsham, PA 19044**. Failure to do notify Provider, or to cooperate with Provider in the defense of such proceeding shall relieve Provider of any and all liability assumed under this agreement with respect to such proceeding or any other proceeding in which a claim is based in whole or in part on the proceeding with respect to which the failure of notice occurred.

#### **SECTION 8. NON-DISCRIMINATION**

Provider represents that it does not discriminate in its employment or investment policies and practices.

#### **SECTION 9. NON-WAIVER**

The failure of the Employer of Mass Mutual at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, or in any way affect the validity of this Agreement or any part hereof, or the right of the Employer or Provider to enforce each and every provision hereof.

#### **SECTION 10. ASSIGNMENTS**

This Agreement may not be assigned or any part hereof without the written consent of the other party.

#### **SECTION 11. AMENDMENT**

This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

## **SECTION 12. NOTICES**

Any Notice provided for herein (other than the Notice described in Section 7) shall be in writing and shall be deemed to have been given when received by personal delivery or United States mail addressed as follows:

If to Employer: **COUNTY OF GLOUCESTER, 2 S. Broad Street, Woodbury, NJ, Attn: Human Resources.**

If to Provider: **Mass Mutual Financial Group, 220 Gibraltar Road, Suite 350, Horsham, PA 19044.**

or to such other persons or addresses which the Employer or Provider may from time to time designate in writing.

## **SECTION 13. JURISDICTION/CHOICE OF LAW**

The laws of the State of New Jersey shall govern the rights and obligations of the parties under this Agreement. This Agreement is subject to the Deferred Compensation Rules which are hereby made a part of this Agreement.

## **SECTION 14. INTEGRATION**

This instrument and any written appendices and amendments hereto and the contract and certificates embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

## **SECTION 15. EXPENSES**

The services rendered by Provider under Section 5 and Section 6(A) hereof shall be performed at no cost to the Employer. The cost of any audit shall be borne by the Employer.

## **SECTION 16. TERMINATION**

A. This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination.

1. By either party, sixty (60) days following the giving of written notice to the other party of the intent to terminate.
2. By the Employer, thirty (30) days following the giving of written notice to Provider if the Employer learns of Provider violation of an Federal, State or local law, ordinance or regulation that governs activities related to Provider's performance of this Agreement.

B. Upon termination, Provider shall:

1. Deliver to the Employer copies of all records and things required by law or reasonably required for administrative ease.
2. Deliver within thirty (30) days after the date of termination of this Agreement, all investment, financial, performance and any other reports required to comply with applicable law.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**By: ROBERT M. DAMMINGER  
Title: FREEHOLDER DIRECTOR**

**WITNESS:**

**MASS MUTUAL FINANCIAL GROUP**

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

A10

**AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE  
VARIABLE ANNUITY LIFE INSURANCE COMPANY ("VALIC")  
FOR SERVICES AS PLAN ADMINISTRATOR  
REGARDING DEFERRED COMPENSATION PLANS**

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF GLOUCESTER** ("Employer"), and **The Variable Annuity Life Insurance Company** ("VALIC"), who is authorized by the Commissioner of Insurance to do business in the State of New Jersey ("Provider").

The intent of this Agreement is for **VALIC**, c/o Lincoln Investment Planning, Inc. (as broker), 8000 Sagamore Drive, Marlton, NJ 08053, to provide services with respect to the Employer's 457(b) Plan, as hereinafter defined. The Plan shall be administered in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended ("Code").

**SECTION 1. DEFINITIONS**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein.

- A. "Participant" means an employee of the Employer electing to participate in the Plan.
- B. "Plan" means the employer's Deferred Compensation Plan.
- C. "Provider" means the Variable Annuity Life Insurance Company ("VALIC").

D. All other words and phrases used in the Agreement shall, except where otherwise noted, have the same meanings as such words and phrases have wherever they appear in N.J.A.C. 5:37-1 et. seq., Municipal County and Authority Employees Deferred Compensation Plans Rule, promulgated by the Division of Local Government Services of the State of New Jersey (referred to as "Deferred Compensation Rules"), the Employer's Plan (copy attached hereto), and applicable provisions of the Code and regulations promulgated thereunder.

**SECTION 2. SCOPE OF SERVICE**

Provider shall perform the services described below in connection with the contract certificates issued to the Employer with respect to Participants.

**SECTION 3. TERM**

This Agreement shall become effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

**SECTION 4. RELATIONSHIP TO THE PARTIES**

Provider shall perform its obligations hereunder as an Agent for the Employer. The Employer

may administer this Agreement and monitor Provider's compliance with its obligations hereunder. The Employer shall not supervise or direct Provider other than as expressly provided in this Agreement.

#### **SECTION 5. SERVICES TO BE PERFORMED**

Provider shall:

- i. provide advice concerning categories of investments available to Participants under the Provider's contract.
- ii. explain investment guidelines and any restrictions under the Plan;
- iii. provide individual consultation on Plan matters to Participants;
- iv. maintain records of any written correspondence in connection with (a through c above for six years, and furnish on request, copies of such records to the Employer; and
- v. credit contributions if received on a business day as of the date received up to 4:00 p.m., at its processing Office, or the next business day, if later. (The Employer shall send all contributions, which are subject to this Agreement, received by it to "insert provider name" within 72 hours of receipt.)

And shall further provide:

- a. a contract certificate for each Participant setting forth the contract features and guarantees;
- b. a confirmation for each payment or transaction plus annual and semi-annual notices as required under the Securities Exchange Act of 1934 and applicable insurance laws and quarterly reports;
- c. a monthly premium notice in order to make the administration of the Plan as simple as possible.
- d. a current prospectus or prospectus supplement for each Participant, which describes the Provider's contract certificate being offered under the Plan.

Provider shall do all such acts as are required to be performed by a private contractor as set forth in N.J.A.C. 5:37-10.3 of the Deferred Compensation Rules relating to the review of the Plan.

#### **SECTION 6. RECORDS MAINTENANCE**

A. Provider will be responsible for the administration and maintenance of individual account records.

B. Upon prior request and during normal business hours, Provider shall allow the Employer full and complete access to all records retained by Provider pursuant to paragraph A

above. The Employer shall have the right upon reasonable notice, exercised directly or through its attorneys or independent auditors, to examine and audit such records and accounts to determine "insert Provider's name" compliance with the terms and conditions hereof. The provisions of this subsection B are not intended to limit the provisions of Section 5 of this Agreement.

#### **SECTION 7. HOLD HARMLESS**

Provider hereby agrees and hold harmless the Employer (the "Indemnitee") with regard to all losses, damages, penalties, claims and expenses as a result of any cause of action brought against it as a result of negligent acts or omissions of Provider arising out of or in connection with the administration of the contracts. Provider, at its own expense and risk, and by its own counsel shall defend any legal proceeding which may be brought against the Indemnitee with respect to any such failure, and shall satisfy any judgment which may be rendered against the Indemnitee as a result of any such proceeding, provided that the Indemnitee notifies it in writing within a reasonable period of the commencement of such proceeding or any threat of such proceeding in order that appropriate and timely action may be taken by Provider.

Notice shall be addressed to: **VALIC, c/o Lincoln Investment, 8000 Sagemore Drive, Suite 8301, Marlton, NJ 08053**. Failure to do notify Provider, or to cooperate with Provider in the defense of such proceeding shall relieve Provider of any and all liability assumed under this agreement with respect to such proceeding or any other proceeding in which a claim is based in whole or in part on the proceeding with respect to which the failure of notice occurred.

#### **SECTION 8. NON-DISCRIMINATION**

Provider represents that it does not discriminate in its employment or investment policies and practices.

#### **SECTION 9. NON-WAIVER**

The failure of the Employer of VALIC at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, or in any way affect the validity of this Agreement or any part hereof, or the right of the Employer or Provider to enforce each and every provision hereof.

#### **SECTION 10. ASSIGNMENTS**

This Agreement may not be assigned or any part hereof without the written consent of the other party.

#### **SECTION 11. AMENDMENT**

This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

## **SECTION 12. NOTICES**

Any Notice provided for herein (other than the Notice described in Section 7) shall be in writing and shall be deemed to have been given when received by personal delivery or United States mail addressed as follows:

If to Employer: **COUNTY OF GLOUCESTER, 2 S. Broad Street, Woodbury, NJ, Attn: Human Resources.**

If to Provider: **VALIC c/o Lincoln Investment Planning, Inc., 8000 Sagamore Drive, Suite 8301, Marlton, NJ 08053.**

or to such other persons or addresses which the Employer or Provider may from time to time designate in writing.

## **SECTION 13. JURISDICTION/CHOICE OF LAW**

The laws of the State of New Jersey shall govern the rights and obligations of the parties under this Agreement. This Agreement is subject to the Deferred Compensation Rules which are hereby made a part of this Agreement.

## **SECTION 14. INTEGRATION**

This instrument and any written appendices and amendments hereto and the contract and certificates embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

## **SECTION 15. EXPENSES**

The services rendered by Provider under Section 5 and Section 6(A) hereof shall be performed at no cost to the Employer. The cost of any audit shall be borne by the Employer.

## **SECTION 16. TERMINATION**

A. This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination.

1. By either party, sixty (60) days following the giving of written notice to the other party of the intent to terminate.
2. By the Employer, thirty (30) days following the giving of written notice to Provider if the Employer learns of Provider violation of an Federal, State or local law, ordinance or regulation that governs activities related to Provider's performance of this Agreement.

B. Upon termination, Provider shall:

1. Deliver to the Employer copies of all records and things required by law or reasonably required for administrative ease.
2. Deliver within thirty (30) days after the date of termination of this Agreement, all investment, financial, performance and any other reports required to comply with applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

\_\_\_\_\_  
**By: ROBERT M. DAMMINGER  
Title: FREEHOLDER DIRECTOR**

**WITNESS:**

**THE VARIABLE ANNUITY LIFE  
INSURANCE COMPANY (VALIC)**

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

All

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF SALEM FOR HOUSING GLOUCESTER COUNTY ADULT MALE AND FEMALE INMATES FROM JUNE 1, 2014 TO MAY 31, 2024**

**WHEREAS**, the County of Gloucester is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, New Jersey 08096; and

**WHEREAS**, the County of Gloucester has a need to house inmates; and

**WHEREAS**, the County of Salem is a body politic and corporate of the State of New Jersey with main offices located at 94 Market Street, Salem New Jersey 08079; and

**WHEREAS**, Salem County operates the Salem County Correctional Facility, located at 125 Cemetery Road, Woodstown, NJ (the "SCCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

**WHEREAS**, the County of Gloucester has reached agreement with Salem County regarding the housing of adult male and female inmates under the terms of the Shared Services Agreement attached hereto as Exhibit A; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this agreement in the amount of \$3,108,350.00, pursuant to C.A.F. #14-04132, which amount shall be charged against budget line item 4-01-25-280-001-20299; and

**WHEREAS**, continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 through the 2024 county budgets; and

**WHEREAS**, the County is authorized to enter into this Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a Shared Services Agreement with the County of Salem from June 1, 2014 to May 31, 2024 at a rate of \$83.00 per day per inmate with a minimum of 175 total inmates per day for a minimum yearly contract amount of **\$5,301,625.00; and**

**BE IT FURTHER RESOLVED**, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 21, 2014, at Woodbury, New Jersey



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A10

**RESOLUTION REQUIRING ALL COUNTY EMPLOYEES TO BE  
COMPENSATED BY DIRECT DEPOSIT ONLY COMMENCING  
JULY 1, 2014 IN ACCORDANCE WITH P.L. 2013, C.28**

**WHEREAS**, on March 12, 2013, Governor Chris Christie, approved P.L. 2013, c.28., which requires direct deposit for all State employee compensation on and after July 1, 2014; and which further allows, County, County College, Municipal and local school districts to opt for mandatory direct deposit for all employee compensation on or after July 1, 2014; and

**WHEREAS**, P.L. 2013, c.28 provides that in order for a County or a municipality to utilize this policy, a resolution or an ordinance must be approved by the local governing body; and

**WHEREAS**, the adoption of this policy by the County of Gloucester will provide a significant cost savings to the County; and

**WHEREAS**, the policy will allow the County to conveniently deposit net pay funds into a specific banking institution checking, savings or shared account based on the information provided by each employee; and

**WHEREAS**, this policy would apply to compensation for all County employees; and

**WHEREAS**, the County Treasurer has requested that the Board of Chosen Freeholders of the County of Gloucester approve a resolution in accordance with P.L. 2013, c.28 to compensate employees by mandatory direct deposit only commencing July 1, 2014; and

**WHEREAS**, the County of Gloucester intends to provide employees who desire assistance opening an account, with information from a variety of financial institutions to facilitate the transition from paper check to direct deposit.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholder of the County of Gloucester that in accordance with P.L. 2013, c.28, commencing July 1, 2014, all County employees will be compensated by direct deposit only; and

**BE IT FURTHER RESOLVED** that the Clerk forward a certified true copy of this resolution to the State Department of Treasury, County Administrator, County Treasurer and the Office of County Counsel.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A13

**RESOLUTION AUTHORIZING PAYMENT TO CAMDEN COUNTY HEALTH SERVICES AND/OR OTHER APPROPRIATE HOSPITALS FOR COURT-ORDERED INPATIENT MEDICAL TREATMENT FOR GLOUCESTER COUNTY RESIDENTS PURSUANT TO N.J.S. 30:4-60 FOR AN AMOUNT NOT TO EXCEED \$425,000.00 FOR THE YEAR 2014**

**WHEREAS**, pursuant to N.J.S. 30:4-60, the County of Gloucester, through the County Adjusters Office, is required to pay to health service providers for court-ordered inpatient medical treatment for Gloucester County residents; and

**WHEREAS**, Camden County Health Services Center, as well as any other appropriate hospitals shall be performing the Court-ordered inpatient medical treatment for said Gloucester County residents, as required; and

**WHEREAS**, the contract shall be for estimated services in an amount not to exceed **\$425,000.00**. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that payment to Camden County Health Services and/or other appropriate hospitals for court-ordered inpatient medical treatment for Gloucester County residents, as required through the Gloucester County Adjuster's Office pursuant to N.J.S. 30:4-60, is hereby authorized in an amount not to exceed **\$425,000.00** for the year 2014; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE VETERANS TRANSPORTATION GRANT FROM THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS FOR THE PROVISION OF TRANSPORTATION SERVICES TO COUNTY VETERANS IN THE TOTAL AMOUNT OF \$30,000.00, FROM JULY 1, 2014 TO JUNE 30, 2015**

**WHEREAS**, the County has a need for the delivery of transportation services that will provide non-emergency, curb-to-curb transportation to Veterans of Gloucester County on a fare-free, space available basis, to routine medical appointments in Gloucester County and Camden County, and for scheduled appointments primarily to the VA Hospital in Philadelphia, the VA Hospital in Elsmere, Delaware and the VA clinic in Sewell, NJ; and

**WHEREAS**, the Board of Chosen Freeholders seeks a grant in the total amount of \$30,000.00 from the New Jersey Department of Military and Veteran Affairs from July 1, 2014 to June 30, 2015; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

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

**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 any and all documents relative to the application and acceptance of the Veterans Transportation Grant from the New Jersey Department of Military & Veterans Affairs to provide paratransit-type services to eligible Veterans of Gloucester County in the total amount of \$30,000.00, from July 1, 2014 to June 30, 2015.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B1

# GRANT REQUEST FORM

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

DATE: 4/07/14

1. TYPE OF GRANT

NEW GRANT  
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 463  
MODIFICATION-CURRENT BUDGET NUMBER

2. GRANT TITLE: Veterans Transportation

3. GRANT TERM: FROM: 07/01/14 TO: 06/30/15

4. COUNTY DEPARTMENT: Human Services

5. DEPT. CONTACT PERSON & PHONE NO. Mark Seigel 856-686-8362

6. NAME OF FUNDING AGENCY: NJ Department of Military & Veterans Affairs

7. BRIEF DESCRIPTION OF GRANT PROGRAM: Provide demand responsive paratransit-type services to eligible veterans for scheduled appointments to the VA Hospital in Philadelphia, the VA Hospital in Elsmere, Delaware, and the VA Clinic in Sewell, NJ.

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

NAME	AMOUNT	NAME	AMOUNT
<small>(see attached list - employees charged via time sheets)</small>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. TOTAL SALARY CHARGED TO GRANT \$ 19,500.00

10. INDIRECT COST (IC) RATE 31.70%

11. IC CHARGED TO GRANT \$ 4,100.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT 53.83% benefits 21.08% no benefits

13. DATE APPLICATION DUE TO GRANTOR June 20, 2014

(OVER)



2014-2015 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS  
VETERAN GRANT

470	FUEL + OIL - Reimbursement to County Fleet Management for fuel and oil used by the DTS Program.	\$2,275
993	INDIRECT COSTS - Salary-related charges to pay for services rendered by County of Gloucester, Purchasing, Payroll, Personnel Office, etc.	\$4,100
994	FRINGE BENEFITS - Salary-related charges for payment of various contributory taxes, pension, etc.	\$4,125
TOTAL		\$10,500

Form C-2  
Department Code 3302  
Submission Date 04/07/14  
Revision Date \_\_\_\_\_

Department - Human Services (DTS)



**State of New Jersey**  
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
POST OFFICE BOX 340  
TRENTON, NEW JERSEY 08625-0340

CHRIS CHRISTIE  
*Governor*  
*Commander-in-Chief*

MICHAEL L. CUNNIFF  
*Brigadier General*  
*The Adjutant General*

4 April 2014

Mr. Mark Seigel  
County of Gloucester  
County of Gloucester Treasurer's Office  
P.O. Box 337  
Woodbury, NJ 08096

Dear Mr. Seigel:

Enclosed are two sets of contracts that are being negotiated between the NJ Department of Military & Veterans Affairs and Gloucester County, County of Gloucester Treasurer's office to provide transportation to Veterans for medical purposes or appointments at the VA regional offices. The term of the contract is one year, 1 July 2014 to 30 June 2015 with a limit of \$30,000. The enclosed documents include:

- A. Standard Provider Agreement
- B. Transportation Grant - Annex A
- C. Annex B-2: Contract Rate Information Form

Please complete the required information, sign and return all copies to me no later than June 20, 2014. If you have any questions, call me at (609) 530-6949.

Sincerely,

Patricia Richter  
Chief  
Veterans Benefits Bureau

New Jersey Department of Military and Veterans Affairs

Transportation Grant Annex A

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**AGENCY INFORMATION**

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Name of Agency: Gloucester County, Dept. of Human Services, Division of Transportation

Street Address: 115 Budd Blvd, P.O.Box 337 City: West Deptford, NJ

County: Gloucester ZIP: 08096

Agency Executive Director/CEO: Robert M. Damminger, Freeholder Director

Project Title: Veteran Transportation

Program Administrator (if known):

Mark Seigel, Acting Coordinator of Special Transportation

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**PROJECT INFORMATION**

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Number of trips to be provided @ 100% reimbursement of contract: 2,000

Minimum number of trips to be provided @ 90% of contract 1,800 (Reimbursement will be reduced if at least 90% of the rides are not provided. Counties will be notified after this Departments Mid-Year review in February.)

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**FUNDING INFORMATION**

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Total State Funds Requested: \$ 30,000

Total Agency Funds/In-Kind Match: \$ 0

Total Operating Budget (Sum of State Funds Requested and Agency Funds/In-Kind Match):

\$ 30,000

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Robert M. Damminger, Freeholder Director  
New Jersey Department of Military and Veterans Affairs

DATE  
Agency Background

County of Gloucester – Division of Transportation

Veterans Transportation

AGENCY

PROJECT TITLE

VL15T19

Attach additional sheets if needed.

1. Provide a brief narrative summary describing existing programs operated by your agency.

*The Division of Transportation Services (DTS), under the Gloucester County Department of Human Services, currently provides 3 (three) primary types of service, specifically, (1) demand responsive service to non-emergency medical transportation appointments and essential personal business, (2) subscription service to vocational-training sites and gainful employment, and (3) modified fixed bus route service to rural residents under the FTA Section 5311 program. All of these services are currently provided fare-free. A feeder transportation to NJ Transit fixed bus route service will be considered when appropriate.*

*The DTS transportation service provides rides to senior citizens, non-Medicaid low-income residents, persons with disabilities, rural residents, eligible Veterans and Title XX residents of Gloucester County. Service is provided Monday through Friday, 7:00 a.m. to 5:00 p.m. Private operators provide service on a limited basis, primarily to dialysis appointments and non-peak work-related trips. Service is provided to all areas of Gloucester County, most areas of Camden County and limited areas of Philadelphia. DTS works with Camden County to provide transportation to Philadelphia, including the VA Hospital. This coordination effort has allowed DTS to provide more rides to residents without compromising the demand for access to Philadelphia hospitals.*

*DTS has two (2) private providers and one (1) agency provider under contract to assist Gloucester County in the provision of demand-responsive service.*

- *The private carriers primarily provide transportation services beyond normal operating hours and/or when DTS is unable to directly provide service. We recently contracted with two vendors; Collins Transport, LLC, Pennsauken, NJ and On Time Transport, Roselle, NJ but, due to miscellaneous concerns, have not used either service to date. These vendors will be scheduled to provide trips after both have completed the FTA requirement for SAM.GOV registration.*
- *The agency provider is the Holcomb Bus Services, Inc., under contract to provide certain vocational-related transportation on a weekly basis, client referral from DTS.*

*The vocational training and gainful employment components of service are provided on a subscription basis with service primarily to low-income, persons with disabilities. Those requesting vocational-training transportation are required to complete an application form. Service is currently provided to 62 residents, with 14 people on a waiting list. The modified fixed route Section 5311 service continues to offer shopping-related transportation between the hours of 9:30 a.m. and 2:30 p.m., Monday through Wednesday for rural residents living in the southern part of Gloucester County with Friday service offered one day per month for the rural residents living in the southwest portion of Gloucester County.*

*Feeder transportation to NJ Transit bus routes began in the latter part of 1997 for those residents that are capable of utilizing. DTS is not currently using the feeder service but would consider should the need arise.*

*DTS staff also provides information and referral services on behalf of NJ Transit fixed route service and Access Link services. Many residents utilize DTS as a clearinghouse for transportation referrals and inquiries.*

County of Gloucester – Division of Transportation

Veterans Transportation

AGENCY

PROJECT TITLE

VL15T19

Attach additional sheets if needed.

1. List below the existing problem(s) or need(s) citing specific information or resources which document the reason for your transportation program. Provide demographic information. Report how you assessed need and what other programs or services exist in your geographic area. No rationale about the general benefits of the transportation program is necessary.

*Public transportation service is extremely limited in Gloucester County. Many areas are not serviced by public transportation while other areas are offered limited service. There is no passenger rail service offered in Gloucester County. These limited public transportation options place a greater burden upon the DTS program for transportation services.*

*The rural areas in the southern portion and southwest portion of Gloucester County are unable to access public transportation and have no regular transportation to business center or area medical facilities. These rural residents are particularly dependent upon the private automobile, paratransit services or modified fixed bus service offered by DTS.*

*Non-emergency services for Veterans in Gloucester County is not always available or is costly, despite Gloucester County offering out-of-County travel to Camden County, the VA Hospital in Philadelphia, Pa. and the VA Hospital in Elsmere, Delaware.*

2. Please describe in detail the type of transportation services that will be provided to eligible clients.

*DTS will provide non-emergency, curb-to-curb transportation to Veterans of Gloucester County on a fare-free, space available basis to routine medical appointments in Gloucester County and Camden County. The VA Clinic in Sewell, NJ is popular with Gloucester County Veterans and DTS continues to experience ridership increases. Service to the VA Hospital in Philadelphia is provided Monday through Thursday, with a drop-off at the VA Hospital of 10:00 a.m. and a return of 1:00 p.m. The shuttle service to Philadelphia is provided via coordination with Camden County. Gloucester County operates the bus on Monday and Thursday with Camden County operating the bus on Tuesday and Wednesday. DTS also serves the VA Hospital in Elsmere, Delaware, for Gloucester County residents on Monday, Wednesday and Friday with a 9:00 a.m. drop-off and a 1:00 p.m. return.*

County of Gloucester – Division of Transportation

Veterans Transportation

AGENCY

PROJECT TITLE

VL15T19

Attach additional sheets if needed.

1. Please describe in narrative the method to be used for identifying clients.

*The DTS program distributes brochures to area agencies to inform residents of our services.*

*DTS reservationists question new clients as to their possible affiliation with the United States Armed Forces as they begin to process their information.*

*Based upon response from new clients, referrals are made to our local Veteran's Office.*

*DTS and the local Veteran's Office communicate throughout the year to assist Veterans in need of transportation.*

*DTS requires a DD-214 form for Veterans prior to their transportation to ensure eligibility for DTS transportation services.*

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. Identify new Veterans/  
Veteran groups

1. Work with local office,  
distribute brochures  
and attend Veteran group  
meetings

1. 07/14 – 06/15  
(on-going)

County of Gloucester – Division of Transportation

Veterans Transportation

AGENCY

PROJECT TITLE

VL15T19

Attach additional sheets if needed.

1. Please describe in narrative the method to be used in providing transportation services to eligible clients.

*Following approval, DTS provides non-emergency transportation to eligible Veterans. Veterans arrange transportation by contacting the DTS office in advance to reserve a ride by calling (856) 686-8350. In 1995 DTS initiated shuttle service to the VA Hospital in Philadelphia. Philadelphia VA appointments should be made at approximately 10:00 a.m., with a return of 1:00 p.m. The shuttle service is provided Monday through Thursday via inter-county coordination with Camden County.*

*Gloucester County Veterans may also call to schedule service to the VA Hospital in Elsmere, Delaware, on Monday, Wednesday and Friday. The same telephone number is used and service is scheduled to arrive at 9:00 a.m. with a return of 1:00 p.m.*

*Veterans may call to schedule service to the VA Medical Clinic in Sewell, NJ on any weekday.*

*Clients are requested to contact the DTS office at (856) 686-8359 the day before to confirm their scheduled appointment.*

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. Rideshare client to maximize cost efficiency.

1. Refine & further promote shuttle service for Veterans

1. 07/14 – 06-15 (on-going)

2. Continue communication with local VA office and Veteran's groups to increase service levels

County of Gloucester – Division of Transportation  
AGENCY

Veterans Transportation  
PROJECT TITLE

VL15T19

Attach additional sheets if needed.

1. Please describe in narrative the method by which the program will be internally evaluated (i.e. measurement of Program Goals, consumer surveys, etc.).

*Division of Transportation Services (DTS) utilizes a variety of methods for internal evaluation. A great deal of input is received from client and driver feedback. These communication lines allow DTS to maintain the effectiveness of service, quality of service (on-time, comfort) and service safety. DTS also distributes passenger surveys on an annual basis to learn more about the quality of services.*

*DTS drivers are required to complete paperwork which shows the time clients are picked up and the time they are delivered. Driver reports also show mileage and number of passenger trips.*

*DTS staff makes presentation to interested groups, distributes passenger surveys and holds an annual public hearing.*

*DTS management routinely performs on-board observations of drivers and their service to passengers.*

Please translate the above narrative into measurable objectives, strategies, and time frames.

OBJECTIVES

STRATEGIES

TIME FRAME

1. Obtain passenger  
comments.

1. Distribute and review  
passenger surveys

1. 07/14 – 06/15  
(on-going)

Enhance service  
efficiency  
responsiveness.

Review driver records  
and client feedback

County of Gloucester – Division of Transportation

Veterans Transportation

AGENCY

PROJECT TITLE

VL15T19

I, Robert M. Damminger, as the Executive Director/CEO of County of Gloucester assure that the Transportation Service will meet the following program requirements:

I. LEVEL OF SERVICE

- A. The agency must submit, along with the Monthly Program Report, appropriate documentation which provides information relative to the services delivered. This information must include a detailed log report of the individuals served, scheduled trip dates, origin, destination, and trip calculation (number of one-way trips).
- B. Clients in need of transportation will be on a first come, first serve basis.

II. PROGRAM GOALS

A. Program Goal #1

1. Method for Identifying Client – Clients shall be eligible for transportation service if all of the following conditions are met:
- a. Client must be a Veteran having served a minimum of 90 days of active military service other than for training in the armed forces of the United States and having received a discharge other than dishonorable; or if the active military service was less than 90 days, client must have received a medical discharge;
  - b. Veteran status is determined by review of the DD 214 form or by contacting the Department's Veterans Service District Offices.
  - c. Any individual serving as an aide to the Veteran.

2. Ineligible Services

- a. In-county services for the elderly and handicapped population will not be supported through this program. It is the responsibility of the County's Special Transportation for the elderly and handicapped to provide this service.  
**Exception: Counties that have VA Hospitals/Clinics located within their county, will be reimbursed for trips made to those facilities.**

3. Transportation will be provided for the following services:

- a. VA facilities, i.e., hospitals, outpatient clinics, regional offices; to include State VSO Offices.
- b. Other medical services (e.g., hospital, clinics, private doctors);
- c. Exclusions: community services; employment/job training; pharmacies and all other facilities and services not listed in a & b above.

B. Program Goal #2

It is expected that most of the scheduled trips will be provided beyond county, and in some instances, state lines (e.g. VA Hospital, Regional Offices).

C. Program Goal #3

The agency will conduct two consumer surveys to measure client satisfaction with the service, noting strengths and weaknesses. This survey shall take place at six months and twelve months after the beginning of the contract. A report detailing the results of these surveys will be sent to the Division of Veterans Services within one month of the conclusion of each survey.

III. MONITORING BY THE DIVISION OF VETERANS SERVICES

The agency will provide that appropriate staff be available when staff from the Department of Military and Veterans Affairs conducts site visits to monitor contract compliance.

IV. REPORTING

- A. Program Evaluation – See Section II, C Program Goals #3.
- B. Monthly Expenditure Reports – shall be submitted by the 15th of each month for prior month activities. A State of New Jersey Payment Voucher (Vendor Invoice) shall also be submitted for approval by the Department of Military and Veterans Affairs.
- C. Monthly Program Reports – shall be submitted by the 15th of each month for the prior month's activities.

**Payment Vouchers, Expenditure Reports, Contracts, Correspondence and questions related to the content or a.m.ount of the award should be addressed to:**

**Patricia Richter  
Department of Military and Veterans Affairs (DVS)  
Eggert Crossing Road, PO Box 340  
Trenton, NJ 08625-0340  
(609) 530-6949  
Patty.Richter@dmava.nj.gov**

**NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS**

**PROVIDER AGREEMENT**

Effective Date:  July 1, 2014	Expiration Date:  June 30, 2015	Contract Number:  VL15T19
-------------------------------------	---------------------------------------	---------------------------------

Grant Amount: \$ 30,000 .

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the contract as set forth in the following agreement.

To be completed by Provider

---

(Signature) (Date)

---

**Robert M. Damminger**      **Freeholder Director**  
 (Type/Print Name)              (Title)

---

**Gloucester County – Division of Transportation**  
 (Provider Agency)

To be completed by State Agency

---

(Signature) (Date)

---

(Type/Print Name) (Title)

---

(State Agency)

I attest that sufficient funds have been appropriated by State Legislature to cover the current state fiscal year portion of the contract.

---

State Agency Fiscal Officer (Date)

**CONTRACT** effective as of the date recorded on the signature page between the signatory State Agency and the Provider Agency identified on the signature page.

**WHEREAS** the New Jersey Department of Military and Veterans' Affairs (the "State Agency") has been designated under the authority of N.J.S.A. 38A:3-2 et-seq., to administer or supervise the administration of Veteran service programs and has, in turn, designated the State Agency to be directly responsible for the funding, implementation and administration of certain of such Veteran service programs, including the program(s) covered by this Contract; and,

**WHEREAS** the State Agency desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

**THEREFORE** the State Agency and the Provider Agency agree as follows:

## 1. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including and approved assignments, subcontract or modifications) and all supporting documents. The Contract constitutes the entire agreement between the parties.

Notice means an official written communication between the State Agency and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Contract, resulting either from routine expiration or from action taken by the State Agency or the provider Agency, in accordance with the provisions contained in this Contract, to nullify the Contract prior to term.

## 2. BASIC OBLIGATIONS OF THE STATE AGENCY

**2.01 Payment.** As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the State Agency in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the State Agency under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.06 Audit or on the basis of any State Agency monitoring or evaluation of the Contract.

**2.02 Referenced Materials.** Upon written request of the Provider Agency, the State Agency shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

### 3. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

- 3.01 **Contract Services.** The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.
- 3.02 **Reporting.** The Provider Agency shall submit to the State Agency programmatic and financial reports on forms provided by the State Agency. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es).
- 3.03 **Compliance with Laws.** The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, state and local laws, rules and regulations (collectively "laws"), including but not limited to the following: state and local laws relating to licensure; federal and state laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the state of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap, and regulations thereunder. Failure to comply with the laws, rules and regulation referenced above shall be grounds to terminate this Contract.

If any provisions of this Contract shall conflict with any federal or state law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

- 3.04 **State Agency Policies and Procedures.** In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the State Agency including, but not limited to the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this contract.
- 3.04 A. **Equipment Policies and Procedures.** Title to all equipment purchased in whole or in part under a contract is held by the Provider Agency. The State, however, maintains an equitable interest in all such equipment. The Provider Agency shall maintain adequate insurance coverage to protect against losses and adequate maintenance procedures to keep the equipment in good condition. The Provider Agency shall be responsible for reimbursing the State for damage to equipment which exceeds normal wear and tear. When the equipment no longer becomes useful to the Provider Agency, and the State Agency has an interest in the equipment and has further need of the equipment, the Provider Agency will offer the equipment back to the State Agency. In cases where the State Agency has no further need of the equipment, selling procedures must be established which would provide for competition and result in the highest possible return. Ten percent of the total proceeds may be retained by the Provider Agency for selling and handling expenses. The Provider Agency shall comply with additional equipment policies under Section 3.04 State Agency Policies and Procedures.
- 3.05 **Financial Management System.** The Provider Agency's financial management system shall provide for the following:
- A) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;

- B) records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
- C) effective internal and accounting controls over all funds, property and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- D) comparison of actual outlays with budgeted amounts for this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- E) accounting records supported by source documentation;
- F) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency;
- G) procedures consistent with the provisions of any applicable State Agency policies and procedures for determining the reasonableness, allowability and allocability of the costs under this Contract.

**3.06 Audit.** At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit by the State Agency, by any other appropriate unit or agency of the State or federal government, and/or by a private firm or firms retained or approved by the State Agency for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after contract termination. The Provider Agency is subject to audit up to four years after termination of the contract. If any audit has been begun but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The State Agency may require submission of the Provider Agency's annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standards for Audit of Governmental Organizations, Programs Activities and Functions issued by the Comptroller General of the United States.

## **4. Termination**

**4.01 Termination by Provider Agency.** The Provider Agency may terminate this Contract upon 60 calendar days advance notice to the State Agency. If the contract is terminated under this section, the Provider Agency shall settle all accounts with the State Agency in the manner specified by the State Agency and shall be subject to a final audit under Section 3.06 Audit.

**4.02 Termination for Cause.** If the Provider Agency is not or has not been in compliance with the provision(s) of this contract, the State Agency may, by notice, place the Provider Agency in default of the contract and, in accordance with State Agency policies and procedures, may reduce contract funding or terminate the contract.

**4.03** *Reduction or Termination Due to Fiscal Constraints.* Anything to the contrary in this contract notwithstanding, the parties recognize and agree that the State Agency's ability to honor the terms and conditions of this contract is contingent upon receipt of federal funds and/or appropriations of the state Legislature. If during the term of this contract, therefore, the federal and/or the state government reduces its allocation to the State Agency, the State Agency reserves the right, upon notice to the Provider Agency, to reduce or terminate the contract.

## **5. Miscellaneous**

**5.01** *Application of New Jersey Law.* This contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

**5.02** *Assignment and Subcontracts.* No rights or obligations of the Provider Agency under this contract may be assigned or subcontracted without the prior approval of the State Agency. All approved assignments and subcontracts shall become part of this contract, and the Provider Agency shall bear full responsibility, without recourse to the State (including the State Agency), for their performance. The Provider Agency shall forward copies of all assignment and subcontract documents to the State Agency and shall retain copies of them on file together with the contract.

**5.03** *Client Fees.* Other than as provided for in the Annex(es), the Provider Agency shall impose no fees or charges of any kind upon recipients of contract services.

**5.04** *Insurance.* The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an additional named insured on any insurance policy applicable to this contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the State Agency may pay the premium and, upon notice to the Provider Agency, reduce payment to the Provider Agency by the amount of the premium payment.

**5.05** *Indemnification.* The Provider Agency shall defend, indemnify and otherwise save harmless the state of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to perform the Provider Agency's obligations under this contract or any improper performance.

Notwithstanding the Provider Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this contract.

**5.06** *Statement of Non-Influence.* No person employed by the state of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this contract.

**5.07** *Exercise of Rights.* A failure or a delay on the part of the State Agency or the Provider Agency in exercising any right, power or privilege under this contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS  
ANNEX B - 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County - Division of Transportation Services DATE July 1, 2014

CONTRACT # VL15T19 THIS ANNEX B-2 SUPERSEDES THE ANNEX B-2  
DATED: July 1, 2014

FEDERAL I.D. # 216000660

SECTION I: RATES

PROGRAM/SERVICE	UNIT OF SERVICE	SERVICE UNIT*	TYPE OF RATE	EFFECTIVE PERIOD	
				FROM	TO
Veterans Transportation	One-way trips	See Note*	Non-Cost related Installment Payment	7/1/14	6/30/15

Note\*  
Level of service at 100% 2,000 one way passenger trips shall be provided during the contract term and at least a minimum of 1,800 (90%) one way trips. Provider will be paid in twelve monthly installments of \$ 2,500.00.

Reimbursement will be reduced if we project that at least 90% of the rides will not be provided. Counties will be notified after our Mid-Year review in February, if their contracts will be reduced.

THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTION II AND III

SECTION II: CONTRACT STIPULATIONS

- A. The service capacity of the Provider Agency is \_\_\_\_\_ for the term of this contract.  
(Check here if not applicable: )
- B. The Provider Agency shall submit to the Department a ( ) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual program expenditures consistent with the Provider's approved budget set forth in the Contract Budget. This report is due \_\_\_\_\_ days after the end of the reporting period. (Check here if periodic expenditure reporting is not applicable: )
- C. The Provider Agency shall submit to the Department a (X) monthly, ( ) quarterly, ( ) semi-annual, ( ) annual report certifying to the actual unit of service delivered during the reporting period. This report is due 15 days after the end of the reporting period.  
(Check here if periodic level as service reporting is not applicable: \_\_\_\_\_)
- D. Other:

STATE OF NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS  
ANNEX B - 2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER Gloucester County — Division of Transportation Services

DATE: July 1, 2014

CONTRACT # VL15T19

SECTION III: GENERAL

- A. Limitations: Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations. Acceptance of the rate(s) agreed to herein is predicated on the condition that no information furnished by the Provider Agency and used in the establishment of the rate(s) is subsequently found to be materially incomplete or inaccurate. In addition, if the rate(s) agreed to herein was/were calculated based on costs contained in the Contract Budget (Annex B), acceptance of the rate(s) is predicated on the conditions that: 1) no costs other than the Provider Agency costs were included in the Annex B as finally accepted; 2) all costs reflected in the Contract's Reimbursable Ceiling are allowable under the governing cost principles; 3) similar types of costs were accorded consistent accounting treatment.
- B. Types of Rates:
  - 1. Provisional: A provisional rate is a temporary or interim rate and is subject to adjustment on the basis of a final rate calculated when the actual costs are reported.
  - 2. Fixed: A fixed rate is a permanent rate, not subject to adjustment, which is agreed to for a specified future period, usually a year.
- C. Notification of State Agencies: Copies of this document may be furnished to other state agencies as a means of notifying them of the information it contains.
- D. Contract Amount: \$ 30,000

SECTION IV: SIGNATURES

BY THE PROVIDER AGENCY

BY THE DIVISION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Robert M. Damming  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Freeholder Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# GRANT REQUEST FORM

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

DATE: 4/07/14

1. TYPE OF GRANT

NEW GRANT  
X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 463  
MODIFICATION-CURRENT BUDGET NUMBER

2. GRANT TITLE: Veterans Transportation

3. GRANT TERM: FROM: 07/01/14 TO: 06/30/15

4. COUNTY DEPARTMENT: Human Services

5. DEPT. CONTACT PERSON & PHONE NO. Mark Seigel 856-686-8362

6. NAME OF FUNDING AGENCY: NJ Department of Military & Veterans Affairs

7. BRIEF DESCRIPTION OF GRANT PROGRAM: Provide demand responsive paratransit-type services to eligible veterans for scheduled appointments to the VA Hospital in Philadelphia, the VA Hospital in Elsmere, Delaware, and the VA Clinic in Sewell, NJ.

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

NAME	AMOUNT	NAME	AMOUNT
<u>(see attached list - employees charged via time sheets)</u>			
_____	_____	_____	_____
_____	_____	_____	_____

9. TOTAL SALARY CHARGED TO GRANT \$ 19,500.00

10. INDIRECT COST (IC) RATE 31.70%

11. IC CHARGED TO GRANT \$ 4,100.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT 53.83% benefits 21.08% no benefits

13. DATE APPLICATION DUE TO GRANTOR June 20, 2014

(OVER)



2014-2015 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS  
VETERAN GRANT

470	FUEL + OIL - Reimbursement to County Fleet Management for fuel and oil used by the DTS Program.	\$2,275
993	INDIRECT COSTS - Salary-related charges to pay for services rendered by County of Gloucester, Purchasing, Payroll, Personnel Office, etc.	\$4,100
994	FRINGE BENEFITS - Salary-related charges for payment of various contributory taxes, pension, etc.	\$4,125
TOTAL		\$10,500

Form C-2

Department Code 3302

Submission Date 04/07/14

Department - Human Services (DTS)

Revision Date

CI

**RESOLUTION REVISING THE COMMUNITY DEVELOPMENT PY2012 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC FACILITIES PROJECTS**

**WHEREAS**, by resolution duly adopted February 6, 2013 the County authorized and approved the amended PY 2012 Annual Action Plan which included funding for the replacement of a traffic signal to current DOT & County specifications in the Borough of Westville ("Borough") in the amount of \$50,000.00; and

**WEHREAS**, in accordance with the PY2012 Community Development Block Grant awarded, the project was approved for CDBG funding by the County as an eligible activity; and

**WEHREAS**, the Borough was not able to complete the project in the specified amount of time with no funds drawn from the contract; and

**WHEREAS**, the County believes it would be in the best interest to utilize the previously allocated FY2012 funds toward the remediation of environmental contaminants and/or treatment of such contaminant to render them harmless in order to eliminate detriment to public health and safety thereby meeting the national objective of the elimination of slum/blight on a spot basis in the Township of Franklin ("Township"); and

**WHEREAS**, the municipal remediation project submitted as an urgent need on behalf of the Township will be funded to eliminate detriment to public health and safety and therefore the following revision to the approved budget for PY 2012 is necessary:

	<u>CDBG BUDGET</u>	<u>CURRENT</u>	<u>PROPOSED REVISION</u>
Westville	Replace traffic signal to current DOT & County specifications	\$50,000.00	\$0
Franklin	Remediation of environmental contaminants at the municipal ball fields	\$0.00 \$50,000.00	\$50,000.00 \$50,000.00

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the above revisions, having been duly advertised for a period of at least fifteen (15) days preceding this meeting and having been on file at the County Office of Community Development, are hereby approved; and

**BE IT FURTHER RESOLVED** that revisions to the Gloucester County Community Development Block Grant PY 2012 amended Annual Action Plan in order to effectuate and incorporate the hereinabove changes and purposes shall be hereby authorized and approved.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C2

**RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY, FOR A TOTAL AMOUNT OF \$30,860.00, FROM JUNE 1, 2014 TO MAY 31, 2015**

**WHEREAS**, the Gloucester County Planning Director has requested that the County enter into a Joint Funding Agreement with the United States Geological Survey (hereinafter "USGS") for Water Resources Investigations, which will provide for the operation of one (1) stream gaging station 01411456 – Little Ease Run in the Borough of Clayton, and the operation of water level recorders on four (4) ground water wells, by the USGS from June 1, 2014 to May 31, 2015, for a total amount of \$30,860.00; and

**WHEREAS**, the stream gaging station was installed in 1988 as part of a Joint Funding Agreement with USGS to measure stream discharge at this location, the cost for the ongoing program includes data compilation and computation, data analysis, and publishing the data in the USGS annual water resources publications and CDROM and the information is also accessible through the USGS National Water Information System Web Interface; and

**WHEREAS**, the stream gaging station provides hydrologic information, hydrographs, and statistics for water supply studies, water resources studies, hydro geologic studies, flood studies and floodplain mapping, storm water projects, watershed projects, municipal water supply projects, and Scientific Investigations Reports, the stream gage also provides stream flow data for the USGS National Water Quality Assessment Projects and Water Supply Availability Project and was included in the USGS risk time network to monitor Hurricane Sandy; and

**WHEREAS**, the Board of Chosen Freeholders of the County believes that the Project is beneficial to the residents of the County; and

**WHEREAS**, the purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$30,860.00, pursuant to C.A.F. #14-03688 which amount shall be charged against budget line item 4-01-21-180-001-20215.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester hereby authorizes the Freeholder Director, or his designee, to execute the Agreement #14ENNJ000000041 with the USGS attached hereto, which said agreement authorizes the payment of \$30,860.00 by the County to the USGS for the purposes set forth herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

New Jersey Water Science Center  
3450 Princeton Pike, Suite 110  
Lawrenceville, New Jersey 08648



March 21, 2014

Richard Westergaard, Director  
Gloucester County Planning Department  
1200 North Delsea Drive  
Clayton, New Jersey 08312

Dear Mr. Westergaard:

Attached are four original copies of Joint Funding Agreement No. 14ENNJ000000041 and to confirm our negotiations to continue water resources investigations with Gloucester County Planning Department. Please sign all originals; return three signed originals to us and retain the other original for your records. Due to the requirements outlined in a Inspector General Report of the Federal/State Cooperative Program, work cannot be continued or started until we receive the signed agreement. Therefore, we will need to have these agreements returned to us before **April 18, 2014**. If this presents any problems for you, please contact me at your earliest opportunity.

Work performed with funds from this agreement will be conducted on a fixed-price basis. For improved fiscal management, agreements that are \$25,000 and over now need to be billed at the end of each quarter, after that portion of the work is completed for approximately one-fourth of the agreement. Again, if this presents any problems for you, please contact me at your earliest opportunity.

We look forward to continuing our successful relationship during Federal fiscal year 2014. If you have questions, please call me at 609-771-3910.

Sincerely,

*Nancy Gibbs*

Nancy Gibbs  
Administrative Officer

Enclosures

Form 9-1366  
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

Customer #: 6000000292  
 Agreement #: 14ENNJ000000041  
 Project #: GC14LJ0000100/00...  
 TIN #: 216000660  
 Fixed Cost Agreement YES

FOR  
WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1st day of June, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with attachment herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 

(a) by the party of the first part during the period	Amount	Date	to	Date
	\$0.00	June 1, 2014		May 31, 2015
(b) by the party of the second part during the period	Amount	Date	to	Date
	\$30,860.00	June 1, 2014		May 31, 2015

  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 600000292 Agreement #: 14ENNJ000000041

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
United States  
Department of the Interior**

**GLOUCESTER COUNTY PLANNING DEPARTMENT**

**USGS Point of Contact**

**Customer Point of Contact**

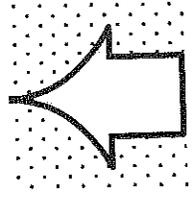
Name: Heidi L. Hoppe  
Address: U.S. Geological Survey  
3450 Princeton Pike, Suite 110  
Lawrenceville, New Jersey 08648  
Telephone: 609-771-3980  
Email: hhoppe@usgs.gov

Name: Richard Westergaard, Director  
Address: Gloucester County Planning Department  
1200 North Delsea Drive  
Clayton, New Jersey 08312  
Telephone: 609-304-6681  
Email:

**Signatures and Date**

Signature:  Date: 3/21/14  
Name: Richard H. Kropp  
Title: Director, New Jersey Water Science Center

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Robert Damminger  
Title: Freeholder Director



Customer Number: 6000000292  
Agreement No: 14ENNJ000000041

**Proposed program with the Gloucester County Planning Department for the period June 1, 2014 through May 31, 2015 in cooperation with the U.S. Geological Survey, New Jersey Water Science Center**

Operation and maintenance of a continuous-record discharge gaging station with satellite telemetry, providing near real-time monitoring at Little Ease Run at Clayton (01411456)	\$16,900
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Operation and maintenance of a continuous recorder on the UND06 well 15-1213 in Monroe Township (393749074550901)	\$3,490
Total	<u>\$30,860</u>
Gloucester County Planning Department	\$30,860
USGS Matching	\$0

Form 9-1366  
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

Customer #: 6000000292  
Agreement #: 14ENNJ000000041  
Project #: GC14LJ0000100/00...  
TIN #: 216000660  
Fixed Cost Agreement YES

**JOINT FUNDING AGREEMENT**

FOR  
WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1st day of June, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with attachment herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$0.00	June 1, 2014		May 31, 2015
  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$30,860.00	June 1, 2014		May 31, 2015
  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
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6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation) Customer #: 600000292 Agreement #: 14ENNJ000000041

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**U.S. Geological Survey  
United States  
Department of the Interior**

**GLOUCESTER COUNTY PLANNING DEPARTMENT**

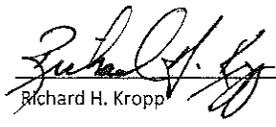
USGS Point of Contact

Customer Point of Contact

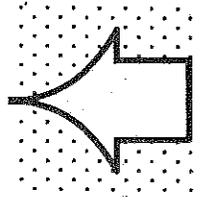
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Signatures and Date

Signature:  Date: 3/21/14  
 Name: Richard H. Kropp  
 Title: Director, New Jersey Water Science Center

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: Robert Damminger  
 Title: Freeholder Director



Customer Number: 6000000292  
Agreement No: 14ENNJ000000041

**Proposed program with the Gloucester County Planning Department for the period June 1, 2014 through May 31, 2015 in cooperation with the U.S. Geological Survey, New Jersey Water Science Center**

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<b>Total</b>	<b><u>\$30,860</u></b>
Gloucester County Planning Department	\$30,860
USGS Matching	\$0

Form 9-1366  
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

Customer #: 6000000292  
 Agreement #: 14ENNJ000000041  
 Project #: GC14LJ0000100/00...  
 TIN #: 216000660  
 Fixed Cost Agreement YES

**JOINT FUNDING AGREEMENT**

FOR

WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1st day of June, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.**

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(a) by the party of the first part during the period	Amount	Date	to	Date
	\$0.00	June 1, 2014		May 31, 2015

(b) by the party of the second part during the period	Amount	Date	to	Date
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9-1366 (Continuation) Customer #: 600000292 Agreement #: 14ENNJ000000041

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**U.S. Geological Survey  
United States  
Department of the Interior**

**GLOUCESTER COUNTY PLANNING DEPARTMENT**

**USGS Point of Contact**

**Customer Point of Contact**

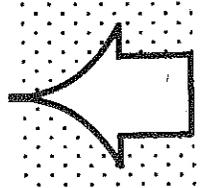
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Clayton, New Jersey 08312  
Telephone: 609-304-6681  
Email:

**Signatures and Date**

Signature:  Date: 3/21/14  
Name: Richard H. Kropp  
Title: Director, New Jersey Water Science Center

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Robert Damminger  
Title: Freeholder Director



Customer Number: 6000000292  
Agreement No: 14ENNJ000000041

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Total	<u>\$30,860</u>
Gloucester County Planning Department	\$30,860
USGS Matching	\$0

Form 9-1366  
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

Customer #: 6000000292  
Agreement #: 14ENNJ000000041  
Project #: GC14LJ0000100/00...  
TIN #: 216000660  
Fixed Cost Agreement YES

**JOINT FUNDING AGREEMENT**

FOR  
WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1st day of June, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.**

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(a) by the party of the first part during the period	Amount	Date	to	Date
	\$0.00	June 1, 2014		May 31, 2015
(b) by the party of the second part during the period	Amount	Date	to	Date
	\$30,860.00	June 1, 2014		May 31, 2015

  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
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9-1366 (Continuation)      Customer #: 600000292      Agreement #: 14ENNJ000000041

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**U.S. Geological Survey  
United States  
Department of the Interior**

**GLOUCESTER COUNTY PLANNING DEPARTMENT**

**USGS Point of Contact**

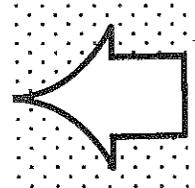
**Customer Point of Contact**

Name: Heidi L. Hoppe  
Address: U.S. Geological Survey  
3450 Princeton Pike, Suite 110  
Lawrenceville, New Jersey 08648  
Telephone: 609-771-3980  
Email: hhoppe@usgs.gov

Name: Richard Westergaard, Director  
Address: Gloucester County Planning Department  
1200 North Delsea Drive  
Clayton, New Jersey 08312  
Telephone: 609-304-6681  
Email:

**Signatures and Date**

Signature:	Date:	Signature:	Date:
	3/21/14		
Name: Richard H. Kropp		Name: Robert Damminger	
Title: Director, New Jersey Water Science Center		Title: Freeholder Director	



Customer Number: 6000000292  
Agreement No: 14ENNJ000000041

**Proposed program with the Gloucester County Planning Department for the period June 1, 2014 through May 31, 2015 in cooperation with the U.S. Geological Survey, New Jersey Water Science Center**

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Total	<u>\$30,860</u>
Gloucester County Planning Department	\$30,860
USGS Matching	\$0

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

12

Certificate of Availability of Funds

TREASURER'S NO. 14-03688 DATE April 10, 2014

4-01-21-180-001-20215

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

\$30,860 Thomas Campo, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_

DESCRIPTION:

Joint Funding Agreement with USGS for June 1, 2014 to May 31, 2015. For an Investigation of Water Resources in Gloucester County, specifically the operation of one stream gaging station and 4 continuous water level recorders.

VENDOR: United States Department of the Interior

ADDRESS: U.S. Geological Survey Water Resources Division

3450 Princeton Pike, Suite 110

Lawrenceville, NJ 08648

Richard Waterford  
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 5-2-14

May 21, 2014  
Freeholder  
Meeting

CA

Form 9-1366  
(Oct. 2005)U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEYCustomer #: 6000000292  
Agreement #: 14ENNJ000000041  
Project #: GC14LJ0000100/00...  
TIN #: 216000660  
Fixed Cost Agreement YES

## JOINT FUNDING AGREEMENT

FOR

WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 1st day of June, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the GLOUCESTER COUNTY PLANNING DEPARTMENT, party of the second part.

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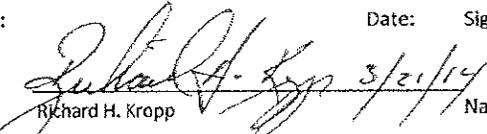
Amount	Date	to	Date
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9-1366 (Continuation) Customer #: 6000000292 Agreement #: 14ENNJ000000041

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<p align="center"><b>U.S. Geological Survey</b>  <b>United States</b>  <b>Department of the Interior</b>  <u>USGS Point of Contact</u></p> <p>Name: Heidi L. Hoppe  Address: U.S. Geological Survey  3450 Princeton Pike, Suite 110  Lawrenceville, New Jersey 08648  Telephone: 609-771-3980  Email: hhoppe@usgs.gov</p>	<p align="center"><b>GLOUCESTER COUNTY PLANNING DEPARTMENT</b>  <u>Customer Point of Contact</u></p> <p>Name: Richard Westergaard, Director  Address: Gloucester County Planning Department  1200 North Delsea Drive  Clayton, New Jersey 08312  Telephone: 609-304-6681  Email:</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signatures and Date

<p>Signature:  Date: 3/21/14</p> <p>Name: Richard H. Kropp  Title: Director, New Jersey Water Science Center</p>	<p>Signature: _____ Date: _____</p> <p>Name: Robert Damminger  Title: Freeholder Director</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

Customer Number: 6000000292  
Agreement No: 14ENNJ000000041

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<b>Total</b>	<b><u>\$30,860</u></b>
<b>Gloucester County Planning Department</b>	<b><u>\$30,860</u></b>
<b>USGS Matching</b>	<b>\$0</b>

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

Certificate of Availability of Funds

TREASURER'S NO. 14-17688 DATE April 10, 2014

4-01-21-180-001-20215

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

\$30,860 Thomas Campo, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_

DESCRIPTION:

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VENDOR: United States Department of the Interior

U.S. Geological Survey Water Resources Division

ADDRESS: 3450 Princeton Pike, Suite 110

Lawrenceville, NJ 08648

Rick Montemore  
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]

PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 5-2-14

[Signature]

**RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE TRANSPORTATION AND COMMUNITY DEVELOPMENT INITIATIVE (TCDD) GRANT FROM THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION, IN THE TOTAL AMOUNT OF \$100,000.00, WITH AN IN-KIND MATCH OF \$25,000.00, FROM JUNE 1, 2015 TO JUNE 30, 2017**

**WHEREAS**, the County of Gloucester desires to submit a grant application to the Delaware Valley Regional Planning Commission (DVRPC) to request funding from the Transportation and Community Development Initiative (TCDD) grant program for the update of the Gloucester County Development Master Plan to the Gloucester County Master Plan: Vision for the New Millennium and the updated Land Use Element; and

**WHEREAS**, the County is applying for the Transportation and Community Development Initiative (TCDD) Grant, in the total amount of \$100,000.00, with a County in-kind match of \$25,000.00, from June 1, 2015 to June 30, 2017; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Department of Public Works – Planning Division has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct.

**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 any and all documents relative to the application and acceptance of the Transportation and Community Development Initiative (TCDD) Grant from the Delaware Valley Regional Planning Commission (DVRPC) in the total amount of \$100,000.00, with an in-kind match of \$25,000.00, from June 1, 2015 to June 30, 2017.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C3

GRANT REQUEST FORM

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

DATE: 5/1/2014

1. TYPE OF GRANT  
√ NEW GRANT  
RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: Transportation and Community Development Initiative (TCDI)

3. GRANT TERM: FROM: 06/01/2015 TO: 06/30/2017

4. COUNTY DEPARTMENT: PUBLIC WORKS – PLANNING DIVISION

5. DEPT. CONTACT PERSON & PHONE NUMBER: RICK WESTERGAARD(856) 307-6681

6. NAME OF FUNDING AGENCY: Delaware Valley Regional Planning Commission (DVRPC)

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): DVRPC has made funding available to eligible municipalities and county governments within the DVRPC region for FY 2015 TCDI funds. TCDI funds may be used for planning, design, preliminary engineering, market analyses, feasibility studies or capacity building activities that leads to public or private sector investment for growth and smart development. All submitted projects must improve the efficiency of the regional transportation system. The County's application is to initiate the development of the new Gloucester County Master Plan – Vision for the New Millenium of which the first phase will involve the development of a new Land Use Element for the Master Plan.

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

NAME	AMOUNT
<u>Richard Westergaard</u>	<u>Jessica Lucas</u>
<u>Theresa Ziegler</u>	<u>Megan Patterson</u>
<u>E. Christina Velazquez</u>	<u>Maureen Leo</u>
<u>Paul Esposito</u>	

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: \_\_\_\_\_ %

11. IC CHARGED TO GRANT \$ \_\_\_\_\_

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 05/30/2014

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$100,000</u>	
CASH MATCH		<u>\$0</u> (Attach Documentation)
IN-KIND MATCH	<u>\$25,000</u>	<u>20% (\$25,000)</u>
TOTAL PROGRAM BUDGET: \$ <u>125,000</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?  
YES  NO \_\_\_\_\_

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD? Yes  No \_\_\_\_\_

DEPARTMENT HEAD: *A. David Westergaard*  
Signature

DATE: 5-1-14

.....  
**Departmental Use Only**

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF COUNTY TREASURER:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature

2014 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

101 SALARY AND WAGES

\$13,000(in-kind)

Wages for time worked on the project by various members of the Planning staff

206 LEGAL ADVERTISING

\$2,000 (in-kind)

Public Participation regulations mandate public notices to be advertised in the County newspaper upon the planning of the 5-year Consolidated Action Plan, One Year Action Plan, and activity changes. A Notice of Findings is required to be advertised twice should projects affect the Flood plain. Any amendments to the Consolidated Plan must be advertised for a 30-day comment period before submission to the HUD field office. Also, the CDBG Division is the Gloucester Fair Housing agent and must advertise in all County and municipal newspapers every six months.

215 CONSULTANTS [PLANNING]

\$100,000

The Consultant will provide assistance and implement the grant program objectives in development of the Master Plan and updated Land Use Element. Services to be provided will include but are not limited to:

- Visioning Process including the coordination and schedule of public meetings
- Plan Development including Data collection and Analyses, Development of Plan Goals and Objectives, Plan Preparation, and coordination of Plan Adoption and Distribution
- Provide Deliverables as referenced in the application and scope of services

275 PRINTING

\$500(in-kind)

To print forms, pamphlets, media as required for public meetings and public participation and information

DEPARTMENT: PUBLIC WORKS – PLANNING DIV

DEPARTMENT CODE 180

Submission Date: May 1, 2014

Revision Date:

Form: C-2

2014 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

410 OFFICE SUPPLIES \$500(in-kind)

General office supply purchases Items include project management folders, printer cartridges, pens, pencils, etc.

411 REPRODUCTION SUPPLIES \$2,000(in-kind)

Cost of copy paper for documents as well as specialty products for mapping.

994 FRINGE BENEFITS \$7,000(in-kind)

Fringe benefits of Planning staff based on the wages earned working on the TCDDI grant.

DEPARTMENT: PUBLIC WORKS – PLANNING DIV

Form: C-2

DEPARTMENT CODE 180

Submission Date: May 1, 2014

Revision Date:



## TCDI Application Print

### GENERAL INFORMATION

1. **Applicant:** Gloucester County Department of Public Works – Planning Division
2. **County:** Gloucester County  
**Municipality:**
3. **Chief Elected Official:** Robert M. Damminger  
**Title:** Freeholder Director
4. **Project Contact:** Richard W. Westergaard, PP/AICP  
**Title:** Director of Planning
5. **Address:** 1200 N. Delsea Drive  
**City:** Clayton **State:** NJ **Zip:** 08312
6. **Phone:** 856-307-6681  
**Fax:** 856-307-6656
7. **Email:** rwestergaard@co.gloucester.nj.us
8. **Proposed Project Title:** Gloucester County Master Plan Vision for the New Millennium-Land Use Element
9. **Does this project involve more than one municipality?** Yes  
**If yes, please provide the name of the communities and contact persons.**

Borough of Clayton, Mayor Thomas Bianco; Township of Deptford, Mayor Paul Medany; Township of East Greenwich, Mayor Dale L. Archer; Township of Elk, Mayor Patrick M. Spring; Township of Franklin, Mayor Edward Leopardi; Borough of Glassboro, Mayor Leo J. McCabe; Township of Greenwich, Mayor George W. Shivery, Sr.; Township of Harrison, Mayor Louis F. Manzo; Township of Logan, Mayor Frank W. Minor; Township of Mantua, Mayor Peter Scirroto; Township of Monroe, Mayor Michael F. Gabbianelli; Borough of National Park, Mayor Mark Cooper; Borough of Newfield, Mayor Joseph Curcio III; Borough of Paulsboro, Mayor W. Jeffery Hamilton; Borough of Pitman, Mayor Russell C. Johnson III; Township of South Harrison, Mayor James McCall; Borough of Swedesboro, Mayor Thomas W. Fromm; Township of Washington, Mayor Barbara A. Wallace; Borough of Wenonah, Mayor Thomas Lombardo; West Deptford, Mayor Raymond Chintall; Borough of Westville, Mayor Russell W. Welsh, Jr.; City of Woodbury, Mayor William J. Volk; Borough of Woodbury Heights, Mayor Harry W. Elton, Jr.; Borough of Woolwich, Mayor Sam Maccarone

10. **Project Type:** Other

### APPLICANT CAPACITY

1. **Have you received TCDI funds in the past?** Yes  
**If yes, please provide the title of the grant, the year awarded, and the project status.**  
In 2010 the County received TCDI funding for the Gloucester County Transit Expansion Framework Study. The final report was published in July 2012.
2. **Have you received other federal or state grants in the past 5 years?** Yes  
**If yes, please provide the agency awarding the grant, the year awarded, and the project status.**  
As a HUD designated urban county, we receive annual allocations for Community Development Block Grant and Home Investment Partnership Program funds. Our grant is in good standing. We also apply for and receive from USDA Rural Development, Housing Preservation Grant funds. We received \$50,000 awards in 2011, 2012, and 2013. Each grant is a 2 year term; 2011 and 2012 grant funds have been fully expended and only 2013 is active.

**3. Briefly explain the readiness to proceed for this project. Is this part of a larger planning project?**

As the new Gloucester County Master Plan will be part of the Planning Division's Annual Work Program, staff can proceed with this project immediately. The new Master Plan will also compliment ongoing planning activities in the County.

**PROJECT NARRATIVE**

**1. Problem statement, description of project area and affected population, including demographic, economic and physical conditions and trends, and purpose of the project.**

The Gloucester County Development Management Plan is dated February 1982. The Management Plan is a culmination of several reports prepared for the Gloucester County Planning Department including: 1970, 1975, and 1980 Land Use Surveys; 1960, 1970 and 1980 Census data; March 1981 Survey of Gloucester County Public Water Supply Systems; July 1977 Gloucester County Sewerage Authority Wastewater Facilities Plan; DVRPC 1978 Traffic Counts; May 1980 State Development Guide Plan; October 1979 DVRPC Year 2000 Plan and June 1977 Gloucester County Natural Resources Planning Study. Although the Management Plan was considered to be progressive, the Plan is currently out of date. There is a need to update the outdated Management Plan and specifically the Land Use Element to the GLOUCESTER COUNTY MASTER PLAN – A VISION FOR THE NEW MILLENIUM ("Millennium Plan") because new state and federal regulations as well as municipal development patterns and new best management practices and strategies in the field of planning have contributed to changes throughout the County. The current Plan has outlived the time horizon of 20-25 years and can no longer be considered consistent with current federal, state, regional, and municipal plans. Municipalities writing redevelopment and new master plans find it increasingly hard to find consistency with this plan. NJ statute requires consistency statements with the County plan for all of these plans. The plan no longer serves as an accurate guide to municipalities updating and developing new master plans and zoning ordinances. Advances in the field of planning and newer best management practices such as linking land use with transportation, transit oriented development and greenway preservation are not represented in the current plan. Demographic, employment and population data needs to be updated. The current Plan is not easy to distribute and is not available in digital form. The 1982 Plan depicts a population of approximately 200,000; the 2010 decennial census indicates the County's population has increased to approximately 288,000 across approximately 400 square miles among twenty four (24) municipalities. The County has experienced explosive growth in the past 30 years and has increased roadway, infrastructure and increased residential development to meet the demands. With the update of the current land use plan element and using the goals and objectives of the new land use element, we will develop a new Millennium Plan that will include the following updated elements: Transportation Plan; Environmental Plan; Housing Plan; Utilities Element and incorporate the newly updated Farmland Preservation Plan, Open Space Plan, Hazard Mitigation Plan and Gloucester County Multi-purpose Trail Master Plan. Additional components to be included in the Master Plan include a new vision for development, growth and quality of life and components identified through a series of public visioning sessions (charettes) that will be conducted as part of this project.

**2. Scope of work, including proposed project approach.**

There are two components of this project: the update to the land use element and the update of the Millennium Plan. It is expected that portions of each plan will be completed congruently concluding with the completion of the Millennium Plan. The visioning or public participation process of this project will seek to incorporate and recognize all stakeholders including residential and business community members' concerns and objectives. Issues expected to be discussed during the charettes include: open space, quality of life, recreation, economic development, redevelopment, sustainability, and public transportation, pedestrian and bicycling, and making connections between land use and transportation and growth. During the plan development process, it will be imperative that the land use element and transportation elements are updated before the Millennium Plan is written. It is expected that during the first 12 months, a significant portion of the visioning sessions will occur and the update to the Land Use element will be underway. The Transportation Element would subsequently take form using the Land Use element as its basis. It is the intention of this plan to define and integrate the relationship between land use and transportation planning by evaluating existing conditions and making recommendations for future connectivity. The Land Use Element seeks to integrate current transportation assets and plans along with current and/or modified transportation plans to enhance circulation and connectivity for the communities. Gloucester County has several rail lines for freight and NJ Transit Bus routes provide multiple modes of travel choices for County residents. Transit Oriented Development (TOD) exists along the proposed Glassboro Camden Rail Line (GCL) stations. Several communities such as Glassboro and Woodbury have already or are planning to develop TOD around proposed GCL stations. In addition to the existing resources, in 2013, Gloucester County adopted the Multipurpose Trail Master Plan which seeks to provide alternative transportation modes to vehicular transportation (for bicycling and pedestrian use that will not only provide access to areas of open space but will also provide increased recreational facilities for residents as well as a cleaner environment through a fully connected County wide trail network upon completion). This plan will be a chapter in the updated Transportation Plan.

### **3. Quantifiable project outcomes and implementation approach.**

This project has two intended outcomes: a new Land Use Element and Millennium Plan and the adoption of each by the Gloucester County Planning Board and Gloucester County Board of Chosen Freeholders. The objective of these outcomes is to provide developers, residents and municipalities with a clear vision of the future of Gloucester County and become a catalyst for economic, commercial and residential growth. Additional outcomes include aiding municipalities in the updating and developing of new master plans and zoning ordinances as well as defining new opportunities for redevelopment and reinvestment and providing consistent planning design to create a greater quality of life for Gloucester County residents. The planned start date for this project is June 2015 and corresponds with the completion of the Visioning Framework for the Millennium Plan which is being undertaken by the Delaware Valley Regional Planning Commission (DVRPC) as part of the current Work Program. DVRPC's continued role as consultant on this project is a logical progression by the County to move forward toward the completion of this proposed TCDI project as it is a seamless continuation of the work being undertaken.

### **4. Schedule of activities and deliverables.**

A. Visioning Process 1) Consultant in collaboration with the County as grantee is expected to conduct the public visioning program and public meetings leading to adoption of the Millennium Plan. 2) Advertise public meetings and perform outreach campaigns a) Produce and distribute marketing information in multiple media formats 3) Schedule public meetings in strategically chosen locations throughout the County to maximize public and business community support and participation. a) These meetings will consist of charettes to help develop a united vision for the County while maintaining the local character of the sub regions b) Surveys and other data gathering instruments will be introduced if needed 4) Conduct meetings with stakeholders responsible for community development activities B. Plan Development 1) Data Collection and Analysis a) Review existing Federal, State, regional, and municipal plans as they pertain to the County b) Identification of the sub regions and centers as described in the 2001 State Plan. c) Develop demographic profiles of sub regions and county as a whole d) Examine population projections and determine their impact on the County's ability to grow e) Identify areas in the County where transportation resources and land use can be integrated to provide multiple modes of travel and housing choices f) Develop tabular data, charts and graphs 2) Development of Plan Goals and Objectives a) Expand problem statement b) Define specific goals and objectives as provided by data collected during the visioning sessions 3) Plan Preparation a) Write contents of the body of the plan b) Write the Consistency Statement with other State, County, regional and municipal plans c) Develop GIS and Cartographic products associated with the Plan including maps, data and associated ortho-imagery 4) Plan Adoption and Distribution a) Host public meetings as required for the adoption of the Millennium Plan and Land Use Element b) Produce an distributable version of the document in multiple media formats C. Deliverables 1) 10 Copies of the Millennium Plan and Land Use Plan 2) A ready for internet distribution version of the Land Use Element with dynamic links and accessibility to all plan elements 3) A multiple fold brochure for public distribution of the Land Use Element including goals and objectives 4) Web based and electronic versions of deliverables for future printings

**5. Proposed approach to achieve public and private sector involvement and cooperation, including a list of specific stakeholders.**

The public participation process of this project will seek input from stakeholders. Land use, transportation, economic development, housing and quality of life issues are expected to be discussed during the charettes and through a series of stakeholder meetings. Stakeholders include, but are not limited to: Gloucester County agencies - Planning Board, Housing and Community Development, Office of Emergency Response, Department of Human Services, Department of Economic Development, Office of Land Preservation, Soil Conservation District, and New Jersey Office for Planning Advocacy, Pinelands Commission, United States Geological Survey- New Jersey Water Science Center, Gloucester County Chamber of Commerce and Municipalities

**6. An assessment of project consistency with the goals of TCDI, including the relationship to the transportation system and ability to implement *Connections 2040* .**

The project is consistent with the goals of TCDI as the update of the Land Use element and the Millennium Plan is the core and foundation to provide a well-defined direction in guiding and coordinating the various elements of the plan into the scheme of the County's overall future for growth and to ensure greater quality of life. The project provides a guide for municipalities to evaluate impact of local planning measures with their neighbors to ensure economic, residential and commercial growth and opportunities.

**7. Consistency with implementation goals of *Connections 2040* and other state, county, and local plans.**

The project is consistent with the implementation goals of 2040 and other plans and it will provide: • New baseline mapping for open space projects (i.e. trails, greenways), • Baseline information to manage storm-water and improve water quality • Baseline mapping and data for land development patterns • New mapping to address Climate Change issues (i.e. storm surge and floodplains) • New land use mapping to encourage the integration of land use and transportation planning • New mapping for transportation infrastructure projects • New mapping and information to support County and municipal planning efforts • New information to support the environmental goals of 2040 • New information to support the economic goals of 2040 • New information to address and or calculate GHGs from various land use categories

**SUPPORTING DOCUMENTATION**

**GRANT BUDGET FORM**

Category	Total Project Cost (Includes TCDI Amount plus match)
1. Direct Labor Costs (TCDI requested amount)	100000
2. Matching Funds	25000
3. Materials and Supplies	0
4. Travel	0
5. Printing/Postage	0
6. Other Direct Costs	0
<b>7. Subtotal of Non Labor Costs (Sum of lines 3+4+5+6)</b>	<b>0</b>
8. Overhead	0
9. Profit	0
<b>10. Total Project Cost (Sum of line 1+2+7+8+9)</b>	<b>0</b>

Provide the source of the required matching funds.

In-kind match

If using in-kind match, please provide information on what type of services will be used.

The county will match with personnel and office resources for outreach, research and analytical services.

190 N. Independence Mall West, 8th Floor,  
Philadelphia, PA 19106-1520  
215.592.1800

C4

**RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY  
REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S  
SHARE OF THE FISCAL YEAR 2014 PLANNING PROGRAM  
IN THE TOTAL AMOUNT OF \$41,510.00**

**WHEREAS**, the Delaware Valley Regional Planning Commission (DVRPC) is the designated Metropolitan Planning Organization (MPO) for the nine-county metropolitan region that includes the County of Gloucester as a member; and

**WHEREAS**, federal laws and regulations require the formation of said MPO for each urbanized area to coordinate a comprehensive, coordinated and continuing transportation program; and

**WHEREAS**, the Fiscal Year Planning Work Program for the DVRPC incorporates the planning programs and support activities of DVRPC, and its member governments; and

**WHEREAS**, it is a requirement as to said membership that the County of Gloucester pay the sum of \$41,510.00, representing its share of the cost of the County's participation in the Planning Work Program for the Fiscal Year 2014; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$41,510.00, pursuant to CAF #14-03689, which amount shall be charged against budget line item 4-01-21-180-001-20239.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that payment to the Delaware Valley Regional Planning Commission in the amount of \$41,510.00 representing the County's share as to the Fiscal Year 2014 Planning Work Program is hereby authorized and approved for the purposes set forth herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



190 N INDEPENDENCE MALL WEST  
8TH FLOOR  
PHILADELPHIA, PA 19106-1520  
Phone: 215-592-1800  
Fax: 215-592-9125  
www.dvrpc.org

C4

October 23, 2013

RECEIVED  
OCT 25 2013  
PLANNING DIVISION

Mr. Richard Westergaard  
Planning Director  
Gloucester County Planning Department  
County Office Building  
1200 N. Delsea Drive  
Clayton, NJ 08312

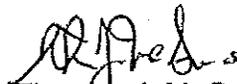
RE: Approved Fiscal Year 2014  
Planning Work Program

*Rick*  
Dear Mr. Westergaard:

Enclosed is our Invoice Number 2014-9 in the amount of \$41,510, which is Gloucester County's share of DVRPC's Approved Fiscal Year 2014 Planning Work Program.

Thank you for your cooperation and contribution to DVRPC for the coming year.

Sincerely,

  
Thomas J. McGovern III  
Comptroller

TJMcGdma

c: Honorable Giuseppe (Joe) Chila, Freeholder



The ACP Building, 190 N. Independence Mall - West  
8<sup>th</sup> Floor, Philadelphia, PA 19106-1520

Phone: (215) 592-1800  
FAX: (215) 925-4886

> INVOICE >

October 15, 2013  
Invoice 2014-9

Gloucester County

<p>Gloucester County's Share of DVRPC's Annual Contribution Agreement for the Approved Planning Work Program for Fiscal Year 2014</p>	
<p>TOTAL AMOUNT DUE.....<del>18</del></p>	<p>\$41,510.00</p>
<p>PLEASE MAKE CHECKS PAYABLE TO DVRPC.</p>	

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

Certificate of Availability of Funds

TREASURER'S NO. 14-1569 DATE March 18, 2014

4-01-21-180-001-20239

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Planning  
\$41,510 Thomas Campo, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_

DESCRIPTION: 

Resolution authorizing payment of Gloucester County's share of the Delaware Valley Regional Planning Commission FY 2014 approved Planning Work Program in the amount of \$41,510.
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

VENDOR: Delaware Valley Regional Planning Commission  
The ACP Building

ADDRESS: 190 N. Independence Mall West, 8<sup>th</sup> Floor  
Philadelphia, Pa 19106-1520

Richard Winterwood  
DEPARTMENT HEAD APPROVAL

APPROVED 

<u>[Signature]</u>
--------------------

 RETURNED TO DEPARTMENT  
PURCHASING AGENT NOT APPROVED

DATE PROCESSED 3-21-14  
Richard Winterwood 3-21-14

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

C4

Certificate of Availability of Funds

TREASURER'S NO. 14-03689 DATE March 18, 2014

4-01-21-180-001-20239

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

\$41,510 Thomas Campo, Esq.

AMOUNT OF CERTIFICATION \_\_\_\_\_ COUNTY COUNSEL \_\_\_\_\_

DESCRIPTION: Resolution authorizing payment of Gloucester County's share of the Delaware Valley Regional Planning Commission FY 2014 approved Planning Work Program in the amount of \$41,510.

VENDOR: Delaware Valley Regional Planning Commission

The ACP Building

ADDRESS: 190 N. Independence Mall West, 8<sup>th</sup> Floor

Philadelphia, Pa 19106-1520

Richard Watergard  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 5-2-14

May 21, 2014  
Freeholder Meeting

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #01-INCREASE WITH R.E. PIERSON, INC. IN THE AMOUNT OF \$17,930.90 FOR ENGINEERING PROJECT #05-03SA IN THE BOROUGH OF PITMAN**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received bids for the construction of the County road improvement in the Borough of Pitman known as "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA (hereinafter the "Project"); and

**WHEREAS**, a contract for the construction of the Project was previously awarded to R.E. Pierson, Inc. (Contractor) with an office address of 426 Swedesboro Rd., Pilesgrove, NJ, 08098, who was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$2,377,253.43 passed by Resolution on December 18, 2013; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order, Change Order #01-Increase, which will increase the total amount of the Contract with Pierson by \$17,930.90, resulting in a new total contract amount of \$2,395,184.33; and

**WHEREAS**, the said change order is based upon the removal of additional concrete roadway base and replaces it with bituminous base. This is will allow for a better final product and is being recommended in conjunction with the Borough of Pitman's decision to have their sanitary sewer line along Holly Avenue replaced. Other items covered in this change order are additional pipe quantities for the replacement of drainage on Cedar Avenue, County Route. These failing catch basins and drainage lines were discovered during construction adjacent to the project. Construction of the outfall with new large diameter pipe in lieu pipe lining, at no cost to the County is also included in this change order. The overall change order results in a slight project cost increase, resulting in a new total contract amount of \$2,395,184.33; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for Change Order #01-Increase, with Pierson in the amount of \$17,930.90, pursuant to C.A.F. #14-03930, which amount shall be charged against budget line item C-04-13-012-165-15202; and

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

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

1. The hereinabove referenced Change Order #01-Increase to increase the County's Contract with Pierson for the Project in the amount of \$17,930.90, resulting in a new total adjusted contract amount of \$2,395,184.33, be, and the same hereby is, approved; and
2. The Director of the Board is hereby authorized to execute said Change Order for the aforementioned purposes on behalf of the County; and

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



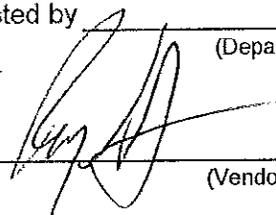
C5

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

- 1. Name & Address of Vendor: R.E. Pierson Construction CO. Inc.  
428 Swedesboro Rd. P.O. Box 430  
Woodstown NJ 08098
- 2. Description of Project or Contract: Storm Sewer Rehabilitation, West Holly Ave.  
County Route 624, Borough of Pitman NJ
- 3. Date of Original Contract:
- 4. P.O. Number: ENGRG 05-03
- 5. Amount of Original Contract: \$2,377,253.43
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$17,930.90
- 8. New Total Amount of Contact \$2,395,184.33  
(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order:  
For costs associated with for the removal of additional concrete roadway base and replacement with bituminous base, additional pipe quantities for the replacement of drainage on Cedar Avenue (CR682). Construction of the outfall with new large diameter pipe in lieu pipe lining, at no cost to the County is also included in this change order.

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by  on 5/29/14  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Robert N. DiLeila, Clerk

By: \_\_\_\_\_  
Robert M. Damminger, Director

**To All Vendors:**

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

65

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

Certificate of Availability of Funds

TREASURER'S NO. 14-03930

DATE May 01, 2014

BUDGET NUMBER - CURRENT YR C-04-13-012-165-15202 B (\$17,930.90) DEPARTMENT Engineering

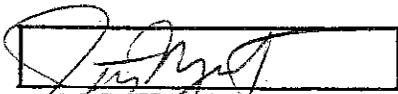
AMOUNT OF CERTIFICATION (\$17,930.90) COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Contract Change Order #01-Increase for the removal of additional concrete roadway base and replacement with bituminous base, additional pipe quantities for the replacement of drainage on Cedar Avenue (CR682). Construction of the outfall with new large diameter pipe in lieu pipe lining, at no cost to the County is also included in this change order, in assoc. with the project "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Original Contract Passed by Resolution December 18, 2013, Engineering Project 05-03SA

VENDOR: R.E. Pierson, Inc.

ADDRESS: 426 Swedesboro Rd., Pilesgrove, NJ 08098  
P.O. Box 430 Woodstown, NJ 08098-0430

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 5-12-14

Meeting Date: May 21, 2014

C6

**RESOLUTION TO CONTRACT WITH P & A CONSTRUCTION, INC. FOR THE PHASE 2 – RECONSTRUCTION OF EGG HARBOR ROAD, COUNTY ROUTE 630, WASHINGTON TOWNSHIP PROJECT FOR THE TOTAL AMOUNT OF \$2,365,843.47**

**WHEREAS**, the County of Gloucester (hereinafter the “County”) advertised for the receipt of public bids for the construction of the County road improvement project known as “Phase 2 – Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey,” Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA (hereinafter the “Project”); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on April 30, 2014; and

**WHEREAS**, after following proper public bidding procedure, it was determined that P & A Construction, Inc. (hereinafter “P & A”), with an office address of PO Box 28, Colonia, NJ 07067, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$2,365,843.47; and

**WHEREAS**, the County’s Purchasing and Engineering Departments recommend award of a contract to P&A for the Project; and the Contractor shall complete all work required for substantial completion of the Project within one hundred seventy-six (176) days after the issuance of the Notice to Proceed; and

**WHEREAS**, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$2,365,843.47, pursuant to C.A.F. #14-03893, which amount shall be charged against budget line item C-04-13-013-165-13218.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with P & A for the Project in the amount of TWO MILLION THREE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED FORTY-THREE DOLLARS AND FORTY-SEVEN CENTS (\$2,365,843.47), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CL

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
P & A CONSTRUCTION, INC.**

**THIS CONTRACT** is made effective this 21<sup>st</sup> day of **May 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 **P & A CONSTRUCTION, INC.**, a New Jersey Corporation, with offices at P.O. Box 28, Colonia, NJ 07067, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for all labor and materials required concerning the construction of the Phase 2 – Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey," Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA (hereinafter the "Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within one hundred seventy-six (176) days after the issuance of the Notice to Proceed.
2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$2,365,843.47** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **14-01FA** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

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 Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

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 Specifications, as well as all applicable laws and regulations.

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

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

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the 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 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 Specifications, 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 Specifications, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

**THIS CONTRACT is effective as of this 21<sup>st</sup> day of May 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**

**P & A CONSTRUCTION, INC.**

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

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

Office of the County Engineer  
County of Gloucester

Phase 2 - Reconstruction of Egg Harbor Road, County Route 650,  
between Fernbrook Drive and Medical Center Drive in the Township of Washington, County of Gloucester, New Jersey  
Project Number STT-4648 (077) Construction  
Engineering Project #14-01EA

Bid Date: Wednesday, April 30, 2014

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-01EA

Item No.	Description	Approx. Quantity	Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
			Unit	Price										
1	Performance Bond And Payment Bond	L.S.	\$25,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
2	No Item	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Mobilization	L.S.	\$150,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00
4	Construction Layout	L.S.	\$1.00	\$1.00	\$20,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
5	Monument	5	Unit	\$200.00	\$400.00	\$750.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
6	Monument Box	5	Unit	\$100.00	\$200.00	\$500.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
7	Heavy Duty Silt Fence, Orange	2,166	L.F.	\$5.00	\$10,830.00	\$4.60	\$9,747.00	\$4.50	\$9,747.00	\$4.60	\$9,747.00	\$4.60	\$9,747.00	\$4.60
8	Heavy Duty Silt Fence, Black	3,038	L.F.	\$5.00	\$15,140.00	\$4.90	\$13,926.00	\$4.00	\$12,112.00	\$4.50	\$13,626.00	\$4.50	\$13,626.00	\$4.50
9	Hay Bale	108	Unit	\$15.00	\$1,620.00	\$10.00	\$1,080.00	\$12.00	\$1,296.00	\$15.00	\$1,620.00	\$15.00	\$1,620.00	\$15.00
10	Hay Bale Check Dam with Temporary Stone Outlet	30	L.F.	\$15.00	\$450.00	\$0.10	\$3.00	\$0.10	\$3.00	\$18.00	\$540.00	\$18.00	\$540.00	\$18.00
11	Inlet Filter Type 2, 2' x 4'	71	Unit	\$162.50	\$11,537.50	\$7.10	\$504.10	\$125.00	\$8,875.00	\$110.00	\$7,810.00	\$110.00	\$7,810.00	\$110.00
12	Inlet Filter Type 2, 4' x 4'	5	Unit	\$80.00	\$400.00	\$0.50	\$3.50	\$160.00	\$800.00	\$25.00	\$125.00	\$25.00	\$125.00	\$25.00
13	Flipping Turbidity Barrier, Type 1	20	L.F.	\$80.00	\$1,600.00	\$2.00	\$40.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00	\$20.00	\$1.00
14	Sediment Control Barr	200	S.F.	\$2.50	\$500.00	\$0.01	\$2.00	\$0.01	\$2.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00
15	Removable Pumping Station	L.S.	\$0.01	\$0.01	\$1.00	\$1.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
16	Construction Driveway	100	Ton	\$85.00	\$8,500.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01	\$1.00	\$0.01
17	Concrete Washout System	L.S.	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
18	Oil Only Emergency Spill Kit, Type 1	2	Unit	\$500.00	\$1,000.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00
19	Erosion Control Sediment Removal	291	C.Y.	\$0.01	\$2.91	\$2.00	\$582.00	\$5.00	\$1,455.00	\$5.00	\$1,455.00	\$5.00	\$1,455.00	\$5.00
20	Infiltration Sand Layer 6" Thick	1,836	S.Y.	\$8.50	\$15,597.00	\$5.50	\$10,092.00	\$5.00	\$9,180.00	\$5.00	\$9,180.00	\$5.00	\$9,180.00	\$5.00
21	Breakaway Barricade	50	Unit	\$0.01	\$0.50	\$0.10	\$5.00	\$0.10	\$5.00	\$0.10	\$5.00	\$0.10	\$5.00	\$0.10
22	Drum	150	Unit	\$0.01	\$1.50	\$15.00	\$2,250.00	\$25.00	\$3,750.00	\$0.01	\$1.50	\$1.50	\$2,250.00	\$25.00
23	Traffic Cones	50	Unit	\$9.00	\$450.00	\$0.10	\$5.00	\$12.00	\$600.00	\$0.10	\$5.00	\$5.00	\$250.00	\$10.00
24	Construction Signs	1,600	S.F.	\$9.00	\$14,400.00	\$0.10	\$160.00	\$10.00	\$16,000.00	\$10.50	\$16,800.00	\$10.50	\$16,800.00	\$10.50
25	Construction Identification Sign, 4' x 3'	2	Unit	\$500.00	\$1,000.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00
26	Flashing Arrow Board, 4' x 3'	2	Unit	\$0.01	\$0.02	\$1.00	\$2.00	\$2.00	\$4.00	\$2.00	\$4.00	\$2.00	\$4.00	\$2.00
27	Portable Variable Message Sign w/remote	1	Unit	\$0.01	\$0.01	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
28	Traffic Control Truck with Mounted Crash Cushion	1	Unit	\$0.01	\$0.01	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
29	Removable Black Line Masking Tape, 6"	10,000	L.F.	\$0.65	\$6,500.00	\$1.30	\$13,000.00	\$1.35	\$13,500.00	\$1.30	\$13,000.00	\$1.30	\$13,000.00	\$1.30
30	Temporary Pavement Marking Tape, 4"	10,000	L.F.	\$0.35	\$3,500.00	\$0.70	\$7,000.00	\$1.15	\$11,500.00	\$0.70	\$7,000.00	\$0.70	\$7,000.00	\$0.70
31	Temporary Traffic Stripes, 4"	75,000	L.F.	\$0.25	\$18,750.00	\$0.25	\$18,750.00	\$0.20	\$15,000.00	\$0.25	\$18,750.00	\$0.25	\$18,750.00	\$0.25
32	Temporary Pavement Markings	100	S.F.	\$1.00	\$100.00	\$2.00	\$200.00	\$3.00	\$300.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00
33	HMA Patch	15	Ton	\$100.00	\$1,500.00	\$1.00	\$15.00	\$150.00	\$2,250.00	\$2.00	\$30.00	\$2.00	\$30.00	\$2.00
34	Traffic Directors	1,200	Hour	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00
35	Traffic Director, Flagger	300	Hour	\$75.00	\$22,500.00	\$80.00	\$24,000.00	\$78.00	\$23,400.00	\$80.00	\$24,000.00	\$80.00	\$24,000.00	\$80.00
36	Fuel Price Adjustment	L.S.	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00	\$6,800.00

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SUMMARY OF BIDS



SPECIFICATION NO. 14-01FA

Item No.	Description	Approx. Quantity	Bidder 1 of 6			Bidder 2 of 6			Bidder 3 of 6			Bidder 4 of 6			Bidder 5 of 6			Bidder 6 of 6		
			Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount
37	Asphalt Price Adjustment	L.S.	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	
38	Clearing Site	L.S.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
39	No Item			\$0.00	\$0.00			\$0.00	\$0.00											
40	Stripping	3	Acres	\$15,000.00	\$45,000.00	\$13,500.00	\$8,000.00	\$24,000.00	\$7,000.00	\$21,000.00	\$7,000.00	\$21,000.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00	\$8,000.00	\$24,000.00	\$24,000.00	
41	Excavation, Test Pit	60	C.Y.	\$72.50	\$4,350.00	\$1.00	\$60.00	\$600.00	\$200.00	\$12,000.00	\$80.00	\$4,800.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00	\$25.00	\$1,500.00	\$1,500.00	
42	Excavation, Unclassified	6,995	C.Y.	\$0.01	\$69.95	\$16.00	\$112,000.00	\$26.50	\$183,467.50	\$18.00	\$125,310.00	\$18.00	\$125,310.00	\$115.110.00	\$803,135.00	\$26.00	\$180,926.00	\$26.00	\$180,926.00	
43	Excavation, Regulated Material	120	C.Y.	\$0.01	\$1.20	\$500.00	\$500.00	\$65.00	\$7,800.00	\$20.00	\$2,400.00	\$30.00	\$3,600.00	\$30.00	\$3,600.00	\$40.00	\$4,800.00	\$40.00	\$4,800.00	
44	Disposal Of Regulated Material	200	Ton	\$0.01	\$2.00	\$1,000.00	\$1,000.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00	\$50.00	\$10,000.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00	
45	14 Soil Aggregate	300	C.Y.	\$0.01	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
46	Geotextile, Roadway Stabilization	6,639	S.Y.	\$0.30	\$1,991.70	\$2.00	\$13,278.00	\$2.50	\$16,597.50	\$2.00	\$13,278.00	\$2.00	\$13,278.00	\$1.50	\$9,957.00	\$1.50	\$9,957.00	\$1.00	\$6,639.00	
47	Subbase	200	C.Y.	\$0.01	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
48	Dense-Graded Aggregate Base Course, 7" Thick	6,639	S.Y.	\$7.00	\$46,473.00	\$6.50	\$43,153.50	\$12.00	\$79,668.00	\$8.00	\$53,112.00	\$8.00	\$53,112.00	\$10.00	\$66,522.00	\$10.00	\$66,522.00	\$14.00	\$92,946.00	
49	Dense-Graded Aggregate Base Course, 10" Thick	1,000	S.Y.	\$11.00	\$11,000.00	\$11.50	\$11,500.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	
50	Coarse Aggregate, Size No. 57	100	C.Y.	\$25.00	\$2,500.00	\$26.00	\$2,600.00	\$40.00	\$4,000.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	
51	HMA Milling, 3" Or Less	20,738	S.Y.	\$2.00	\$41,476.00	\$2.25	\$46,660.50	\$3.50	\$72,566.50	\$1.00	\$20,738.00	\$1.00	\$20,738.00	\$1.00	\$20,738.00	\$1.00	\$20,738.00	\$1.00	\$20,738.00	
52	Hot Mix Asphalt Pavement Repair	1,865	S.Y.	\$12.50	\$23,312.50	\$11.15	\$20,800.25	\$11.75	\$21,871.25	\$11.50	\$21,337.50	\$11.50	\$21,337.50	\$11.50	\$21,337.50	\$11.50	\$21,337.50	\$11.50	\$21,337.50	
53	Polymerized Joint Adhesive	10,000	L.F.	\$0.05	\$500.00	\$0.00	\$0.00	\$1.00	\$10,000.00	\$1.50	\$15,000.00	\$0.85	\$8,500.00	\$0.90	\$9,000.00	\$0.90	\$9,000.00	\$1.00	\$10,000.00	
54	Tack Coat	9,200	Gallon	\$0.01	\$92.00	\$0.01	\$92.00	\$0.01	\$92.00	\$0.01	\$92.00	\$0.01	\$92.00	\$0.01	\$92.00	\$0.01	\$92.00	\$0.01	\$92.00	
55	Prime Coat	1,000	Gallon	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00	
56	Hot Mix Asphalt 12.5 H 76 Surface Course	3,551	Ton	\$77.00	\$273,427.00	\$73.00	\$259,273.00	\$83.00	\$294,610.00	\$83.00	\$294,610.00	\$78.00	\$276,978.00	\$80.00	\$284,040.00	\$80.00	\$284,040.00	\$80.00	\$284,040.00	
57	Hot Mix Asphalt 25 H 64 Base Course	7,018	Ton	\$59.00	\$414,062.00	\$64.00	\$449,168.00	\$74.00	\$519,532.00	\$60.00	\$421,080.00	\$60.00	\$421,080.00	\$60.00	\$421,080.00	\$60.00	\$421,080.00	\$60.00	\$421,080.00	
58	Landscape Retaining Wall	92	S.F.	\$45.00	\$4,140.00	\$45.00	\$4,140.00	\$45.00	\$4,140.00	\$45.00	\$4,140.00	\$45.00	\$4,140.00	\$45.00	\$4,140.00	\$45.00	\$4,140.00	\$45.00	\$4,140.00	
59	15" Reinforced Concrete Pipe	1,295	L.F.	\$35.00	\$45,325.00	\$35.00	\$45,325.00	\$35.00	\$45,325.00	\$35.00	\$45,325.00	\$35.00	\$45,325.00	\$35.00	\$45,325.00	\$35.00	\$45,325.00	\$35.00	\$45,325.00	
60	18" Reinforced Concrete Pipe	1,974	L.F.	\$60.00	\$118,644.00	\$60.00	\$118,644.00	\$60.00	\$118,644.00	\$60.00	\$118,644.00	\$60.00	\$118,644.00	\$60.00	\$118,644.00	\$60.00	\$118,644.00	\$60.00	\$118,644.00	
61	24" Reinforced Concrete Pipe	1,664	L.F.	\$60.00	\$99,840.00	\$60.00	\$99,840.00	\$60.00	\$99,840.00	\$60.00	\$99,840.00	\$60.00	\$99,840.00	\$60.00	\$99,840.00	\$60.00	\$99,840.00	\$60.00	\$99,840.00	
62	30" Reinforced Concrete Pipe	55	L.F.	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	\$100.00	\$5,500.00	
63	Underdrain, Type X	6,900	L.F.	\$10.00	\$69,000.00	\$17.00	\$117,300.00	\$17.00	\$117,300.00	\$17.00	\$117,300.00	\$17.00	\$117,300.00	\$17.00	\$117,300.00	\$17.00	\$117,300.00	\$17.00	\$117,300.00	
64	Cleaning Existing Pipe, 12" to 24" Diameter	500	L.F.	\$3.75	\$1,875.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	
65	12" Ductile Iron Pipe	18	L.F.	\$150.00	\$2,700.00	\$115.00	\$2,070.00	\$115.00	\$2,070.00	\$115.00	\$2,070.00	\$115.00	\$2,070.00	\$115.00	\$2,070.00	\$115.00	\$2,070.00	\$115.00	\$2,070.00	
66	14" Ductile Iron Pipe	43	L.F.	\$190.00	\$8,170.00	\$200.00	\$8,600.00	\$160.00	\$6,920.00	\$160.00	\$6,920.00	\$160.00	\$6,920.00	\$160.00	\$6,920.00	\$160.00	\$6,920.00	\$160.00	\$6,920.00	
67	Concrete Handrail	10	C.Y.	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	\$10.00	\$100.00	
68	Inlet, Type B	35	Unit	\$5,000.00	\$1,750,000.00	\$3,750.00	\$1,312,500.00	\$3,750.00	\$1,312,500.00	\$3,750.00	\$1,312,500.00	\$3,750.00	\$1,312,500.00	\$3,750.00	\$1,312,500.00	\$3,750.00	\$1,312,500.00	\$3,750.00	\$1,312,500.00	
69	Inlet, Type Double B	4	Unit	\$7,500.00	\$30,000.00	\$5,250.00	\$21,000.00	\$21,000.00	\$84,000.00	\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00	
70	Manhole, 4' Diameter	4	Unit	\$5,000.00	\$20,000.00	\$3,425.00	\$13,700.00	\$44,525.00	\$178,100.00	\$32,500.00	\$130,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	
71	Inlet Converted to Manhole	1	Unit	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00	\$1,700.00		
72	Reset Existing Casting	6	Unit	\$500.00	\$3,000.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	
73	Outlet Control Structure, Basin 2	1	Unit	\$25,000.00	\$25,000.00	\$31,900.00	\$31,900.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00		
74	Riprap Stone Channel Protection, 12" Thick (D50-6")	112	S.Y.	\$50.00	\$5,600.00	\$60.00	\$6,720.00	\$60.00	\$6,720.00	\$60.00	\$6,720.00	\$60.00	\$6,720.00	\$60.00	\$6,720.00	\$60.00	\$6,720.00	\$60.00	\$6,720.00	
75	Chain-Link Fence, 8' High	880	L.F.	\$30.25	\$26,620.00	\$27.00	\$23,760.00	\$31.00	\$27,380.00	\$27.50	\$24,200.00	\$31.00	\$27,380.00	\$31.00	\$27,380.00	\$31.00	\$27,380.00	\$31.00	\$27,380.00	
76	Gate, Chain-Link Fence, 14' Wide	2	Unit	\$975.00	\$1,950.00	\$1,600.00	\$3,200.00	\$1,900.00	\$3,800.00	\$1,700.00	\$3,400.00	\$1,700.00	\$3,400.00	\$1,700.00	\$3,400.00	\$1,700.00	\$3,400.00	\$1,700.00	\$3,400.00	
77	Wood Stockade Fence	850	L.F.	\$26.75	\$22,737.50	\$23.00	\$19,550.00	\$26.50	\$22,525.00	\$23.50	\$19,975.00	\$23.50	\$19,975.00	\$23.50	\$19,975.00	\$23.50	\$19,975.00	\$23.50	\$19,975.00	

SUMMARY OF BIDS



SPECIFICATION NO. 14-01FA

Item No.	Description	Approx. Quantity	Unit	Price	Amount	Unit	Price	Amount	Unit	Price	Amount
76	Vinyl Fence	800	L.F.	\$41.00	\$32,800.00						
79	Reset Fence	144	L.F.	\$22.50	\$3,240.00						
80	Concrete Sidewalk, 4" Thick	858	S.Y.	\$34.320.00	\$29,444.16						
81	Hot Mix Asphalt Driveway, 2" Thick	78	S.Y.	\$32.00	\$2,500.00						
82	Hot Mix Asphalt Driveway, 6" Thick	145	S.Y.	\$6.000.00	\$8,700.00						
83	Concrete Driveway, 6" Thick	222	S.Y.	\$65.00	\$14,430.00						
84	Detectable Warning Surface, Brick Pavers	12	S.Y.	\$400.00	\$4,800.00						
85	9" x 18" Concrete Vertical Curb	7,691	L.F.	\$16.00	\$123,056.00						
86	Traffic Stripes, Long Life, Epoxy Resin 4"	16,000	L.F.	\$0.35	\$5,600.00						
87	Traffic Markings, Thermoplastic	2,200	S.F.	\$4.25	\$9,350.00						
88	RPM, Mono-Directional, White Lens	120	Unit	\$27.25	\$3,270.00						
89	RPM, Bi-Directional, Amber Lens	30	Unit	\$617.50	\$18,525.00						
90	RPM, Bi-Directional, Amber Lens	100	Unit	\$27.25	\$2,725.00						
91	Removal Of RPM	110	Unit	\$0.91	\$100.10						
92	Removal Of Traffic Stripes	2,500	L.F.	\$0.70	\$1,750.00						
93	Removal Of Traffic Markings	250	S.F.	\$637.50	\$159,375.00						
94	Regulatory And Warning Sign	200	S.F.	\$27.00	\$5,400.00						
95	Reset Sign	15	Unit	\$02.00	\$30.00						
96	Water Service Connection	10	Unit	\$1,000.00	\$10,000.00						
97	Release Fire Hydrant	2	Unit	\$2,000.00	\$4,000.00						
98	Reset Water Valve Box	15	Unit	\$375.00	\$5,625.00						
99	Sanitary Sewer Cleanout	10	Unit	\$1,000.00	\$10,000.00						
100	Reset Gas Valve Box	9	Unit	\$225.00	\$2,025.00						
101	Solar Panel Array	4	Unit	\$6,000.00	\$24,000.00						
102	Power Inverter	1	Unit	\$15,000.00	\$15,000.00						
104	Borrow Topsoil	5,680	S.Y.	\$4.00	\$22,720.00						
105	Turf Repair Strip	200	L.F.	\$3.00	\$600.00						
106	Fertilizing And Seeding, Type A, 3"	5,680	S.Y.	\$0.50	\$2,840.00						
107	Fertilizing And Seeding, Type F	517	S.Y.	\$3.20	\$1,654.40						
108	Topsoil Stabilization, Type 1 Mat	1,980	S.Y.	\$6.335.00	\$12,543.30						
109	Stress Mulching	5,880	S.Y.	\$0.45	\$2,646.00						
110	Wood Mulch, 2" Thick	200	S.Y.	\$20.00	\$4,000.00						
111	Mowing	2	Acres	\$925.00	\$1,850.00						
112	Evergreen Tree, 5-6 High, B&B	40	Unit	\$170.00	\$6,800.00						
113	Small Deciduous Tree, 7-8 High, B&B	50	Unit	\$265.00	\$13,250.00						
114	Deciduous Shrub, 3-4 High, B&B	150	Unit	\$65.00	\$9,750.00						
115	Paverial #1 Container	200	Unit	\$15.00	\$3,000.00						
116	Miscellaneous Concrete	37	C.Y.	\$200.00	\$7,400.00						

5-1-14  
date

*[Signature]*  
Vincent M. Voltaggio, P.E.  
Gloucester County Engineer

Approved: J. J. F. A. Summary of Bids  
Gloucester County Engineer

\* Total Bid Amount \$10,000.00 less than  
Total Bid amount as submitted.

Bidder	Unit	Price	Amount
Bidder 1 of 6 E. & A. Construction, Inc. P.O. Box 28 Colonia, NJ 07067 Francisco A. Probo, III - President hjasmes@pacson.com P 732-381-3116 F 732-382-2074	Unit	Price	Amount
Bidder 2 of 6 South State, Inc. 202 Reeves Road PO Box 68 Bridgeport, NJ 08310 Charles J. O'Leary, Jr. - President bjoan@southstate.com P 856-451-5500 F 856-355-3461	Unit	Price	Amount
Bidder 3 of 6 Jesse Construction, Inc. 838 Ring Highway North PO Box 357 Hammonton, NJ 08037 Theodore J. Whelan - President whelan@jessc.com P 856-701-0003 F 856-704-0020	Unit	Price	Amount
Bidder 4 of 6 Richard E. Paven Construction, Co., Inc. 426 Svedegrove Road Pilesgrove NJ 08093 PO Box 410, Woodstown, NJ 08098 - Charles M. Coley - Asst. Secretary info@repcor.com P 856-769-8244 F 856-769-4630	Unit	Price	Amount
Bidder 5 of 6 JFC Group, Inc. 228 Blackwood-Barnboro Road Blackwood, NJ 08012 Joseph Polonsky - President jpolon@jfcgroup.com P 856-233-0100 F 856-232-2943	Unit	Price	Amount
Bidder 6 of 6 C. Albanese Contractors 1830 Hartville Road Denville, NJ 07834 PO Box 315, Sewell, NJ 08080 Peter Albanese - President pbalanese@albanese.com P 856-228-2668 F 856-228-2915	Unit	Price	Amount

Total Bid \$3,333,993.50

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

CG

Certificate of Availability of Funds

TREASURER'S NO. 14-03893 DATE May 05, 2014  
C-04-13-013-165-13218 (\$2,365,843.47)

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

AMOUNT OF CERTIFICATION \$2,365,843.47 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION:

Construction Contract for the Phase 2 - Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey," Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA

VENDOR: P & A Construction, Inc.

ADDRESS: PO Box 28

Colonia, NJ 07067

Vincent M. Voltaggio 5-8-14  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 5-12-14

Meeting Date: May 21, 2013

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-669 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$72,889.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 6, 2013, authorizing the execution of Federal Aid Agreement #13-DT-BLA-669 in the total amount of \$1,923,228.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT) for the "Resurfacing and Safety Improvements to Buck Road, Section 2, County Route 553 from Thornwood Dr. in the Township of Elk to County Route 628 in the Borough of Glassboro," per Federal Project #STP-0144(110), Engineering Project #13-03FA (hereinafter the "Agreement"); and

**WHEREAS**, a modification to the Agreement is necessary, which will increase the total amount of same by \$72,889.00, resulting in the new total Agreement amount of \$1,996,117.00; and

**WHEREAS**, all other terms and provisions of the original Agreement not amended herein shall remain 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 is hereby authorized to execute and the Clerk of the Board to attest to Agreement Modification #01 for Federal Aid Agreement #13-DT-BLA-669 with the NJDOT to increase the agreement by \$72,889.00 for a new total amount of \$1,996,117.00 on behalf of the County; and

**BE IT FURTHER RESOLVED** that all other terms and provisions of Federal Aid Agreement #13-DT-BLA-669 shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



C7

# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
Region South Headquarters  
One Executive Campus  
Route 70  
Cherry Hill, New Jersey 08002

CHRIS CHRISTIE  
Governor

JAMES S. SIMPSON  
Commissioner

KIM GUADAGNO  
Lt. Governor

April 25, 2014

Vincent M. Voltaggio, P.E.  
County Engineer, Gloucester County  
Clayton Complex Offices of Government Services  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000

Re: AGREEMENT MOD #1  
Buck Road CR 553, Section 2, Resurfacing & Safety Improvements FY 2013  
Location: From Thornwood Drive to Sewell Street CR 628  
Borough of Glassboro & Elk Township, Gloucester County  
Federal Project No.: STP-0144(110)  
Federal Aid Agreement No. 13-DT-BLA-669  
NJDOT Job No. 6206324, Spec No. ENGRG 13-03FA  
FAP-2013-Gloucester County-02175

Dear Mr. Voltaggio:

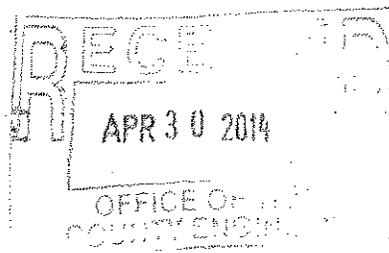
On 4/22/14 the FHWA authorized additional federal funds in the amount of \$72,889.00 that were requested by your Office, making the total authorized amount of \$1,996,117.00 available to the county. Execution of the attached federal aid Agreement Modification No. 1 is necessary to adjust the agreement cost ceiling amount to \$1,996,117.00 following the FHWA authorization of the additional funds. Please resubmit the four (4) originals of the Agreement Modification No. 1 with signature, date, and accompanying resolution, so that the agreement modification can be executed by the State.

Should you have any questions regarding the above, please contact Chris Bergeman at (856) 486-6714 or David Cihocki at (856)486-6757.

Sincerely,

Salim T. Mikhael  
Manager  
District 4 Local Aid

Enclosures  
Ref#1036





DI

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JULY 1, 2014 TO JUNE 30, 2015 FOR AN AMOUNT NOT TO EXCEED \$500,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 10, 2013, authorizing the execution of a contract between the County of Gloucester and the Gloucester County Institute of Technology for supplying a total education package that will include open entry–open exit (non-traditional) educational, pre-vocational, and vocational services along with comprehensive support services for at-risk youth students; and

**WHEREAS**, the original Contract is amended to extend the contract for an additional one year period from July 1, 2014 to June 30, 2015 for an amount not to exceed \$500,000.00; and

**WHEREAS**, Articles 3.4.1 Consideration of Payment, 4.1 Performance Criteria and Reports and 6.1 Audits and Inspections of the Contract of the original Contract are amended as per the attached; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, the term and Articles 3.4.1 Consideration of Payment, 4.1 Performance Criteria and Reports and 6.1 Audits and Inspections of the Contract will continue in full force and effect; 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 Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to an amendment to the contract between the County of Gloucester and the Gloucester County Institute of Technology extending the contract for an additional one year period from July 1, 2014 to June 30, 2015, amending Articles 3.4.1 Consideration of Payment, 4.1 Performance Criteria and Reports and 6.1 Audits and Inspections of the Contract for an amount not to exceed \$500,000.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, May 21, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

DI

**AMENDMENT TO CONTRACT  
WITH  
THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY**

THIS IS AN AMENDMENT to a contract originally entered into on the 10<sup>th</sup> day of July, 2013, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as “**County**” and the **Gloucester County Institute of Technology**, with offices at 165 Broadway, Westville, NJ, hereinafter referred to as “**Contractor**”.

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

**ARTICLE 3 – CONSIDERATION OF PAYMENT**

3.4.1 The Contractor shall submit a voucher to the county no later than the fifteenth (15<sup>th</sup>) 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. This shall include “payroll registers”.

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.

**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 subject to change for the upcoming program year from July 1, 2014 to June 30, 2015.

PY 2014			
Older Youth	Actual	* LWIA Plan	% LWIA Achieved
Placement in Employment/ Education		76%	
Attainment of Degree/Certificate		65.6%	
Literacy/Numeracy Gains		59.3%	

**ARTICLE 6 – AUDIT RIGHTS CLAUSE**

6.1 **Audits and Inspections** - 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.

The Contract is extended for an additional one year period from July 1, 2014 to June 30, 2015 for an amount not to exceed \$500,000.00.

All other terms and provisions of the Contract and conditions set forth therein that are consistent with this Amendment and state requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 1<sup>st</sup> day of July, 2014.

ATTEST:

COUNTY OF GLOUCESTER

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

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

ATTEST:

GLOUCESTER COUNTY INSTITUTE  
OF TECHNOLOGY

\_\_\_\_\_  
MICHAEL DICKEN, SUPERINTENDENT

E1

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO  
CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT  
AMOUNT BY \$8,000.00**

**WHEREAS**, there is presently in effect a contract with Maryville, Inc., for the year 2014, for various addiction services such as addiction treatment, inpatient detoxification, outpatient treatment, assessments and evaluations, and Sober Living housing; and

**WHEREAS**, it has become necessary to amend the contract because of additional services Sober Living housing services for addiction rehabilitation support; and

**WHEREAS**, the contract will be increased by \$8,000.00, resulting in an amount not to exceed \$202,700.00, from January 1, 2014 to December 31, 2014; and

**WHEREAS**, all other terms and provisions of the original contract that have not been amended herein shall remain in full force and effect; and

**WHEREAS**, the funds for the Sober Living housing are State grant funds; and

**WHEREAS**, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds in the additional amount of \$8,000, resulting in a total contract amount not to exceed \$202,700, pursuant to C.A.F. # \_\_\_\_\_, which amount shall be charged against budget line item \_\_\_\_\_ for the year 2014;

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

1. The Director of the Board and Clerk of the Board are hereby authorized to execute an Amendment to the contract between the County of Gloucester and Maryville, Inc. to increase the maximum contract amount by \$8,000.00, resulting in an amount not to exceed \$202,700.00, from January 1, 2014 to December 31, 2014, for additional services for Sober Living housing for addiction rehabilitation support.

2. All other terms and provisions of the original contract shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, May 21, 2014 at Woodbury, New Jersey



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

E1

**AMENDMENT TO CONTRACT BETWEEN  
MARYVILLE, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS** is an amendment to a contract entered into on the 16th day of February, 2011 (Per RFP #11-009), by and between Maryville, Inc. (Contractor) and the County of Gloucester.

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

The Contract is amended for an increase in funds for the 2014 term, January 1, 2014 to December 31, 2014. This amendment will increase the maximum contract amount by \$8,000.00, resulting in an amount not to exceed \$202,700.00.

Notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds in the additional amount of \$8,000, resulting in a total contract amount not to exceed \$202,700, pursuant to C.A.F. # \_\_\_\_\_, which amount shall be charged against budget line item \_\_\_\_\_ for the year 2014;

All other terms and provisions of the original contract shall remain in full force and effect.

**THIS AMENDMENT** is effective as of the 21st day of May, 2014.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**MARYVILLE, INC.**

\_\_\_\_\_

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

**RESOLUTION AUTHORIZING GRANT APPLICATION TO STATE OF NEW JERSEY FOR THE FY2014-2015 DESTINATION MARKETING ORGANIZATION (DMO) GRANT IN THE AMOUNT OF \$5,000.00 WITH A CASH MATCH BY THE COUNTY OF \$1,250.00, FOR A TOTAL AMOUNT OF \$6,250.00 FROM OCTOBER 1, 2014 TO OCTOBER 1, 2015**

**WHEREAS**, the Gloucester County Parks and Recreation Department desires to submit a grant application to the State of New Jersey for the FY2014-2015 Destination Marketing Organization (DMO) Grant, for the period commencing October 1, 2014 and terminating October 1, 2015; and

**WHEREAS**, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

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

**WHEREAS**, the Gloucester County Parks and Recreation Department has submitted the grant application to the County Treasurer for review, and said office has approved the application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$5,000.00, with a cash match by the County of \$1,250.00, for a total of \$6,250.00, for the period from October 1, 2014 to October 1, 2015.

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

1. The grant application referred to hereinabove in the amount of \$5,000.00, with a cash match by the County of \$1,250.00, for a total amount of \$6,250.00 from October 1, 2014 to October 1, 2015 is hereby authorized; and, the Freeholder Director and other appropriate County official(s), as required by said application, are authorized to execute all documents relative to the grant, requesting funds.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F1

**GRANT REQUEST FORM**

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

DATE:

1. TYPE OF GRANT  
  X   NEW GRANT  
       RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: New Jersey Cooperative Marketing Grant

3. GRANT TERM: FROM: 10/1/14 TO: 10/1/15

4. COUNTY DEPARTMENT: Parks and Recreation

5. DEPT. CONTRACT PERSON & PHONE NO. Jen Janofsky, 853-5120

6. NAME OF FUNDING AGENCY: State of New Jersey

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant supports the printing of brochures for Red Bank Park and the Whittall House.

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

NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT \$                     

10. INDIRECT COST (IC) RATE %

11. IC CHARGED TO GRANT : \$

12. FRINGE BENEFIT RATE CHARGED TO GRANT :

13. DATE APPLICATION DUE TO GRANTOR : May 15, 2014

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ 5,000	
CASH MATCH	\$ <del>1,500</del> 1,250	25%

(Attach Documentation)

IN-KIND MATCH \$  
(Attached Documentation)

TOTAL PROGRAM BUDGET \$ ~~\$6,500~~ 6,250

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS? .  
 X  YES   NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.   YES  X  NO

DEPT. HEAD:  *Chuck Per*   
Signature

DATE:

\*\*\*\*\*

DEPARTMENTAL USE ONLY

DATE RECEIVED BY GRANTS DIVISION:

DATE RECEIVED BY GUDGET OFFICE:

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature

**Grant Title**  
**C-2 Line Item/Budget Narrative**

**Grant Award**

Acct#- 4-01-28-370-001-20275      Line Item    Printing      \$ ~~5,000~~ 6,250

Description: This grant supports the printing of brochures for Red Bank Park and the  
Whitall House.

Total: ~~\$5,000.00~~ 6,250

Form C-2

FY2014-2015 Destination Marketing Organization (DMO) Grant

A Destination Marketing Organization serves to promote and market tourism of a destination in our State as their primary function. A destination can be a single city, a group of municipalities, or a defined region. The DMO works with hotels, restaurants, attractions and smaller tourism entities to offer the visitor a place to obtain information when planning a visit for business or pleasure. The DMO must work with area businesses to drive visitation when and where it is most appropriate. It must also be an advocate for the tourism industry.

The FY14 DMO Grant program is open to any organization that meets the qualifications of an established Destination Marketing Organization. Organizations must show a match equal to 25% of the grant request, from partners or sponsors that are non-State funding sources. The match cannot be in-kind.

Applications must be submitted through SAGE (System for Administering Grants Electronically). No paper applications will be accepted. Beginning in 2013 for FY14, applicants must complete a Declaration of Intent, in SAGE, to be eligible to apply.

Declaration of Intent will be available on February 25, 2013. Applications will be made available upon review and approval DOI, but not before March 8.

Deadline by which Declaration of Intent must be filed is March 22, 2013 at 4:00pm.  
Deadline for submission of application is May 14, 2013 at 4:00pm.

F2

**RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF JUNE 25, 2014,  
REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 400, LOT 3  
IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP  
OF MANTUA, WITH OPEN SPACE PRESERVATION TRUST FUNDS**

**WHEREAS**, through a County Public Question in November, 1993, the voters of Gloucester County (hereinafter the "County") approved the establishment of an Open Space Trust Fund to be used in part for the preservation of open space and farmland in the County; and

**WHEREAS**, the County Board of Chosen Freeholders adopted The Open Space Preservation Trust Fund Tax in April, 1997; and

**WHEREAS**, the County Farmland Preservation, Open Space Protection and Recreational Needs Study was adopted by the County in May, 1997; and

**WHEREAS**, in part, N.J.S.A. 40:12-15.3b requires that a county shall not expend more than \$100,000 for any proposed open space project unless the governing body of the county first conducts a public hearing; and

**WHEREAS**, the County is now contemplating acquiring parcels from **Maple Ridge GIBG, LLC**, which are known as Block 400, Lot 3 (also known as Lots 3, 10, 18 and 19) on the Official Tax Map of the **Township of Deptford**, and **Block 173, Lot 4**, on the Official Tax Map of the **Township of Mantua** (hereinafter collectively the "Property"), with the use of Open Space Preservation Trust Funds (hereinafter "Open Space Funds").

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that a public hearing regarding the possible acquisition by the County of the Property utilizing County Open Space Funds for recreation and conservation purposes, as required by law, be, and the same hereby is, scheduled for June 25, 2014, to be held at 7:30 PM in the Ceremonial Courtroom, Old Gloucester County Courthouse, 1 North Broad Street, Woodbury, New Jersey; and

**BE IT FURTHER RESOLVED**, that the Clerk of the Board of Chosen Freeholders is hereby directed and authorized to publish a notice of the said public hearing in a daily or weekly newspaper of general circulation in the County; and

**BE IT FURTHER RESOLVED**, that copies of the said notice shall be posted in the Offices of the Clerk of the Board of Chosen Freeholders, the County Clerk, and the Office of Land Preservation, at least ten (10) days prior to the hearing; and

**BE IT FURTHER RESOLVED**, that copies of the said notice shall be mailed to the Clerk of Deptford Township, and the Clerk of Mantua Township, upon adoption of this Resolution; and

**BE IT FURTHER RESOLVED**, that the public be, and the same hereby are, invited to submit written comments pertaining to the subject of the said public hearing described herein to the Board of Chosen Freeholders on or before June 24, 2014; and

**BE IT FURTHER RESOLVED**, that any such written comments, or requests for additional information, should be directed to Ken Atkinson, Director, Office of Land Preservation, 1200 North Delsea Drive, Clayton, NJ 08312; Phone number: (856) 307-6451; or [landpreservation@co.gloucester.nj.us](mailto:landpreservation@co.gloucester.nj.us).

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 25, 2014, at Woodbury, Gloucester County, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

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

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

61

**RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS  
RELATIVE TO THE APPLICATION FOR THE GLOUCESTER COUNTY  
CLICK IT OR TICKET PROGRAM GRANT THROUGH THE NJ DIVISION  
OF HIGHWAY TRAFFIC SAFETY IN THE AMOUNT OF \$24,000.00  
FROM MAY 1, 2015 THROUGH JUNE 30, 2015**

**WHEREAS**, the Office of the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey, Division of Highway Traffic Safety, to request funding for the Gloucester County Click it or Ticket Program for patrol/detail overtime reimbursement to municipal officers enforcing the use of seatbelts; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Gloucester County Prosecutor's Office has submitted the grant application to the County Treasurer for review, and said office has approved the application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Highway Traffic Safety for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledge that the total amount of the grant funds to be requested is \$24,000.00 from May 1, 2015 to June 30, 2015.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Division of Highway Traffic Safety, requesting grant funds from the Click it or Ticket Patrol Fund in the amount of \$24,000.00 from May 1, 2015 to June 30, 2015;
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

**RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION WITH BILLOWS ELECTRIC SUPPLY, CO., FOR AN AMOUNT NOT TO EXCEED \$60,000.00 PER YEAR, FROM JUNE 1, 2014 TO MAY 31, 2016**

**WHEREAS**, a contract was awarded to Billows Electric Supply Co., 506 White Horse Pike, Haddon Heights, NJ 08035 on May 8, 2013, per BID# 13-016 for the supply and delivery of electrical parts to the county; and

**WHEREAS**, the specifications provided the County of Gloucester with the option to extend for one (1) two year term or two (2) one year terms; and

**WHEREAS**, the Purchasing Director has recommended that the option to extend be exercised, extending the term of the Contract for one (1) two year term through May 31, 2016; and

**WHEREAS**, this contract extension shall be for estimated units of services, on an as-needed basis, for an amount not to exceed \$60,000.00 per year. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2014 is conditioned upon approval of the 2015 Gloucester County Budget; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester does hereby exercise its option to extend the contract with Billows Electric Supply Co., for the supply and delivery of electrical parts for an additional two year period, from June 1, 2014 to May 31, 2016, in an amount not to exceed \$60,000.00 per year; and the County Purchasing Agent is directed to so inform the Vendor; and

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

**ADOPTED** at a regular meeting of the Gloucester County, Board of Chosen Freeholders held on Wednesday, May 21, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF ELECTRICAL PARTS AND SUPPLIES FOR THE COUNTY OF GLOUCESTER, AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP

VENDOR

Billows Electric Supply Co.  
506 White Horse Pk.  
Haddon Hts. NJ 08035  
Dennis McGeehan  
856 546-7700  
856 547-2149 Fax

ITEM	DESCRIPTION			
	DELIVERY OF ELECTRICAL PARTS AND SUPPLIES			
1	BATTERY-FOR EXIT LIGHT WP 4-6, 6V 4AH		\$8.25	
2	TRANSFORMER, ADVANCE-175MH 71A5570, 120-208-240 VOLTS		\$43.75	
3	BALLAST-FOR 2F40 TUBES 446-L-SLH-TC-P		\$12.25	
4	BALLAST-FOR 2F96T OR F7-2T12/HO 120 VOLT		\$36.70	
5	BALLAST-L 48 ROBERT, TRANS. FOR 1-4/8 OR 8 WATT LAMP, 120 VOLT		\$11.45	
6	BELL BOX-1/2"2 GANG, THEADED HUB		\$4.55	
7	BELL BOX 1/2"1 GANG, THREADED HUB		\$1.85	
8	SAFETY SLEEVES-W/END CAPS FOR FLUORESCENT 4FT. TUBES		\$1.25	
9	SAFETY SLEEVES-W/END CAPS FOR FLUORESCENT 8 FT. TUBES		\$2.50	
10	SAFETY SLEEVES-FOR T-8 W/END CAPS		\$1.25	
11	SAFETY SLEEVES-8"SLIM FOR F096/841 TUBES		\$2.50	
12	BOX-WIREMOLD V5747 SWITCH & RECEPTICLE		\$4.56	

13	BOX-4" OCTAGON JUNCTION RACO 125		\$0.90		
14	BOX-JUNCTION #2100 RACO 257 4 1/16"		\$1.73		
15	BOX-WIRE MOLD FIXTURE ROUND #5737 IVORY		\$8.81		
16	BOX-WIRE MOLD 5747-2 SHALLOW SW. & RESEP. 2 GANG		\$8.87		
17	BALLAST- 3 LAMP OSRAM GT3X321120 I.S.		\$12.51		
18	CLIPS-SUPPORTING WIREMOLD V5703, IVORY		\$0.36		
19	BOX-WIRE MOLD 5751 EXTENSION ADAPTER		\$4.93		
20	BOX-JUNCTION 1900 RACO 192		\$0.7604		
21	EXTENSION BOX 1900 RACO		\$1.4529		
22	BOX-WIRE MOLD 5744 EXTRA DEEP SW. & REC.		\$13.14		
23	BOX-5741 SHALLOW SW. & REC.		\$5.81		
24	BREAKER- SQ. D GO-2020 TW		\$44.71		
25	BREAKER-20 AMP 1- POLE SQ. D GOV20		\$8.00		
26	BREAKER-15- AMP 1 POLE SQD		\$8.00		
27	BREAKER-20 AMP CROUSE- HINES 1- POLE		\$3.69		
28	BREAKER-20 AMP 2- POLE SQ.D SNAP-IN		\$12.18		
29	BREAKER-30 AMP 2- POLE SQD		\$12.18		
30	BREAKER-20 AMP 2- POLE SQ.D BOLT-IN		\$30.00		
31	BREAKER-15 AMP 1- POLE SQ.D GOB		\$13.53		
32	BREAKER-20 AMP 1- POLE SQ.D		\$13.53		

33	BREAKER-30 AMP 1-POLE SQD QOB		\$13.53		
34	BREAKER-20 AMP 2-POLE CUTLER HAMMER		\$8.38		
35	CABLE-12-2 MC		* \$390.00 Per Thousand		
36	CABLE-12-3 MC		* \$682.00 Per Thousand		
37	CABLE-TIES 1 1/2" PLASTIC, 1/4" WIDE		\$8.00 Per Hundred		
38	CABLE- 10-3 MC ROLL = 250 FT		* \$1186.29 Per Thousand		
39	BREAKER-20 AMP 1-POLE GE BOLT-ON		\$12.00		
40	BREAKER-20 AMP QUICKLAG-B WESTINGHOUSE 1-POLE BOLT		\$17.50		
41	BALLAST-OSRAM QT4X32/120IS FOR 4 FTUBE BALLAST		\$13.62		
42	BALLAST-QT2X32/120, FOR 2-4' TUBES		\$11.40		
43	CABLE-10/2 MC		* \$846.48 Per Thousand		
44	BREAKER-20 AMP 2-POLE ITE BOLT- ON BQ2B030		\$57.31		
45	BOX RACO # 570 (2-3/4" DEEP ARMORED CABLE)		\$2,4133		
46	SINGLE RECEPTICAL- COVERED WEATHERPROOF- VERTICAL		\$1.99		
47	BALLAST ADVANCED 77A54A3- MILL. LIGHT		\$196.00		
48	BELL BOX WPO 3/4", 3 HOLES		\$2.58		
49	BALLAST ADV-IGF2542M-Z-LDK (FOR 2 LAMPS-T4 120/277 VOLT)		\$25.11		
50	BALLAST ADVANCE 1CF2S18-H-LD 18W- 4 PIN		\$23.27		
51	BALLAST ADVANCE 277 V V5 0624 24 BL TP (NO SUBSTITUTIONS)		\$136.00		
52	BALLAST ADVANCE F2 S 13 H11 DK		\$21.98		
53	CABLE CONNECTOR 3/8" MC		\$0.3285		

54	CONNECTORS- 1/2" EMT COMPRESSION TYPE		\$0.2256		
55	CONNECTORS-1/2" SEAL TIGHT		\$0.5572		
56	CONNECTORS- 1/2" STRAIGHT SEAL TIGHT		\$0.7217		
57	CONNECTORS- 1/2" EMT W/SET SCREW		\$0.1382		
58	WIREMOLD-CONNECTORS, 1/2", #5781, IVORY		\$2.36		
59	CONNECTORS- 3/4" THIN WALL COMPRESSION		\$0.41		
60	CONNECTOR 3/4" LIQ. TIGHT, STRAIGHT #3403		\$1.2292		
61	PLATE- SINGLE RECEPT. 1 GANG WHITE STEEL		\$0.55		
62	PLATES- 2 GANG DUPLEX REC. WHITE, STEEL		\$1.10		
63	COVER- OCTAGON BLANK		\$0.2976		
64	COUPLING- 1/2" EMT COMPRESSION TYPE		\$0.3579		
65	COUPLING- 1/2" HEAVY WALL THREADED		\$0.8006		
66	PLATE- 1900 SINGLE RECEPT.		\$0.8374		
67	PLATES- 2 GANG 1 TOGGLE DUPLEX WHITE		\$1.10		
68	PLATES- 2100 BLANK		\$0.4706		
69	PLATE- BELL BLANK 1- GANG, #240-AL		\$0.5348		
70	PLATE-BELL BLANK 2- GANG #240-2 AL		\$1.1631		
71	PLATES- BLANK DOUBLE RECEPTACLE WHITE		\$1.10		
72	PLATE- 1 GANG DUPLEX, MAXI WHITE		\$0.55		
73	PLATES- 1 GANG DUPLEX, WHITE, METAL		\$0.55		
74	PLATES- 1 GANG BLANK WHITE		\$0.55		

75	PLATES- 1 GANG TOGGLE, WHITE		\$0.55		
76	PLATES- 1900 DUPLEX, SINGLE DUPLEX RECEPTACLE		\$0.8374		
77	PLATES- 1900 RECEPT, 2 GANG		\$0.8374		
78	PLATES- 1900 BLANK W/KO, 4" SQ		\$0.3278		
79	PLATES-OCTAGON BLANK		\$0.2976		
80	DUCT SEAL- ELECT. PUTTY, 5 LB BLOCKS		\$7.61		
81	PLATE- DOUBLE SWITCH, IVORY MAXI		\$1.10		
82	LAMPHOLDER- 3002 FLOOD WEATHERPROOF 150 W. MAX		\$1.52		
83	CONDUIT- FLEX 3/4" SEAL TIGHT		\$ 7184 Ft		
84	CONDUIT- FLEX 1"		\$1.0557 Ft		
85	LIGHT & EXIT COMBO UX2EWRL/ED/2M LIGHT - A- LARM		\$65.00		
86	HEATER- ELECTRIC PORTABLE MARKEL, 120 VOLTS		\$33.00		
87	FUSE- 30 AMP CARTRIDGE TIME DELAY- 250 VOLTS		\$3.34		
88	EMERGENCY LIGHT- L- ALARM 2P12G1		\$65.56		
89	WIRE MARKERS, 1 THRU 10		\$7.53		
90	WIRE MARKERS (1-1-2-2-3-3-4-4-5-5-6-6-7-7-8-8-9-9-10-10)		\$7.53		
91	PIPE EMT 1/2"		\$151.50 Per Thousand		
92	STRAPS- 1/2" EMT THIN WALL		\$0.0476		
93	PIPE EMT 3/4"		\$312.90 Per Thousand		
94	STRAPS- 1" FOR 1" EMT PIPE		\$0.1247		
95	STRAPS-3/4" EMT THIN WALL		\$0.0664		
96	PIPE 1" EMT		\$54.32		
97	FUSE-20 AMP 250 VOLTS				

	CARTRIDGE TIME DELAY		\$3.34		
98	PHOTO CONTROL- 120 VOLTS, T15		\$7.62		
99	POLISH STEEL PLATES (SINGLE TOGGLE)		\$0.97		
100	PHOTO CELL SCIENTIFIC FA 1068 208/277 VOLT 1000 VA BALLAST (GSB OUTSIDE LIGHTS)		* \$14.67		
101	PLUG-MALE 15 AMP, BRYANT 5266- N		\$3.77		
102	PLUG- FEMALE 15 AMP, BRYANT 5269- N		\$6.32		
103	FUSE CARTRIDGE 60 AMP- 600 VOLT (TIME DELAY)		\$12.69		
104	RECEPTACLE- GFI DUPLEX 20 AMP		\$7.88		
105	RECEPTACLE- DUPLEX 20 AMP 125 VOLTS, IVORY		\$1.08		
106	RECEPTACLE- 20 AMP SINGAL 220 VOLTS IVORY		\$3.30		
107	RECEPT. 20 AMP SINGLE 3- WIRE GROUNDING TYPE IVORY		\$2.17		
108	SCREWS- 3/8 GROUNDING		\$3.75 Per Hundred		
109	KO SEALS- 1/2" # 40111		\$0.2387		
110	KO SEALS- 3/4"		\$0.2501		
111	KO SEALS- 1"		\$0.4092		
112	KO SEALS- 1 1/4"		\$0.5002		
113	KO SEALS- 1 1/2"		\$0.8640		
114	KO SEALS- 2"		\$104.56 Per Hundred		
115	SWITCH- 1 POLE 20 AMP, IVORY		\$1.59		
116	SWITCH- 3 WAY 20 AMP, IVORY		\$2.00		
117	SWITCH- 2 POLE 20 AMP, TOGGLE IVORY		\$3.90		
118	TAPE- GREEN MARKING, 1/2" X 20'		\$1.99		
119	TAPE-ELECT. SCOTCH 88, 3/4" X 66'		\$4.29		
120	TAPE- WHITE ELEC., 1/2" X 20'		\$1.97		

121	SWITCH TIMER T101, 24 HOURS		\$48.00		
122	SHALL, BOX 5747-3 WIREMOLD, IVORY SW. & REC.		\$24.86		
123	WIRE NUTS- BLUE FOR # 8 WIRE		\$376.27 Per Thousand		
124	WIRE NUTS- GREEN FOR # 6 WIRE		\$142.45 Per Thousand		
125	WIRE #12 GREEN THHN, STRANDED		* \$116.15 Per Thousand		
126	WIREMOLD- STRAPS #504, IVORY		\$0.2353		
127	WIREMOLD- FLAT ELBOW 90 #511 IVORY		\$1.26		
128	WIREMOLD- INTERNAL ELBOW #517 IVORY		\$1.59		
129	WIREMOLD- INTERNAL ELBOW, TWISTED #V5711, RH OR LH		\$3.35		
130	WIREMOLD- EXTERNAL ELBOW #518 IVORY		\$1.47		
131	WIRENUTS- GRAY		\$47.98 Per Thousand		
132	WIREMOLD- RACEWAY, 500 SERIES, IVORY		\$88.20 Per Thousand		
133	WIRENUTS- RED LG.		\$108.00 Per Thousand		
134	WIRENUTS- ORANGE SMALL		\$62.60 Per Thousand		
135	WIRENUTS- SM. BLUE, 72B		\$58.15 Per Thousand		
136	WIRENUTS- YELLOW		\$77.13 Per Thousand		
137	WIRE- 12/2 ROMEX		* \$306.79 Per Thousand		
138	WIRE #10 BLACK STRANDED		* \$179.46 Per Thousand		
139	WIRE #12 THHN SOLID, BLACK		* \$100.17 Per Thousand		
140	WIRE #12 THHN WHITE SOLID		* \$100.17 Per Thousand		
141	WIRE #10 THHN WHITE STRANDED		* \$179.46 Per Thousand		
142	WIRE #12 THHN GREEN STRANDED		* \$116.15 Per Thousand		
143	WIRE #12 BLACK STRANDED		* \$116.15 Per Thousand		
144	WIRE #12 WHITE STRANDED		* \$116.15 Per Thousand		

