

DRAFT AGENDA

Approval of the regular meeting minutes from August 6, 2014

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, K-MART #7281 VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 006853-2012, 001389-2013.

The Plaintiff, K-MART #7281 v. Deptford Twp, represented by the law firm Garippa, Lotz & Giannuario, filed state tax appeals contesting the assessment on the subject property known as Block 484, Lot 9, 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.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

The purpose of the Workforce Investment Act program is to provide activities that will increase the job retention and earnings of participants and increase the occupational skill attainment by participants. Funding for this program has been steadily increasing as the need for this valuable program continues to increase. Funding for this program is \$2,155,553.00.

These funds will be used to provide non-emergency, curb to curb transportation to veterans of Gloucester County to routine medical appointments. The VA Clinic in Sewell is popular with Gloucester County veterans, and the DTS continues to experience increases in ridership. Service is also provided to the VA Hospitals of Philadelphia and Elsmere, Delaware. Funding for this program is \$30,000.00.

A-3 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST 2014.

The Treasurer of Gloucester County submits the bill lists for August 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 August 21, 2014.

A-4 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SHERIFF'S OFFICERS ASSOCIATION, LOCAL PBA #122 AND THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS AND THE SHERIFF OF GLOUCESTER COUNTY, FROM JANUARY 1, 2014 TO DECEMBER 31, 2018.

This Resolution authorizes a Collective Bargaining Agreement with the Gloucester County Sheriff's Officers Association, Local PBA #122. This agreement encompasses those employees of Gloucester County Sheriff's Department holding titles represented by the Gloucester County Sheriff's Officers Association Local PBA #122. The duration of the agreement is from January 1, 2014 to December 31, 2018.

A-5 RESOLUTION APPOINTING A MEMBER OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD

It has been determined that there is a necessity for the appointment of a certain member of the Gloucester County Workforce Investment Board as follows: Louis R. Jiacopello for a term ending December 31, 2014.

A-6 RESOLUTION TO CONTRACT WITH COMM SOLUTIONS IN THE AMOUNT OF \$14,982.06 FROM SEPTEMBER 18, 2014 TO SEPTEMBER 17, 2015.

This Resolution authorizes a Contract with Comm Solutions, 140 Quaker Lane, Malvern, PA 19355, to provide support and maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw Systems to cover the established strategic County backup and recovery site for Emergency Management in Clarksboro and to also support the existing Information Technology facility in Clayton keeping with our Strategic Information Technology Plan. This Contract is for a total amount of \$14,982.06 from September 18, 2014 to September 17, 2015 and is awarded pursuant to N.J.S.A. 40A:11-5(dd).

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNICATIONS EQUIPMENT FROM MOTOROLA COMMUNICATIONS, INC., THROUGH STATE CONTRACT #A83909, IN AN AMOUNT NOT TO EXCEED \$200,000.00, FROM JUNE 1, 2014 TO MAY 31, 2015.

The Department of Emergency Response is responsible for two-way emergency communications throughout the County. This includes purchasing base stations, receivers, comparators and two-way radios. Motorola is under a state contract for this type of equipment, other County departments may also have a need to purchase two-way radio communications equipment from this state contract.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$8,600.00.

This Resolution authorizes the amendment to the Contract with St. John of God Community Services to increase the contract amount by \$8,600.00, resulting in a maximum contract amount of \$168,600.00 for the provision of an Alternative Work Experience Program (AWEP).

C-2 RESOLUTION TO PURCHASE 2014 FORD F150 4WD PICK-UP TRUCK FROM WINNER FORD FOR THE TOTAL AMOUNT OF \$19,899.00 THROUGH STATE CONTRACT #A85437.

This Resolution authorizes the purchase of a 2014 Ford F150 4WD pickup truck with the specifications set forth in the bill of sale through State Contract #A85437 for a total amount of \$19,899.00. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The truck will be utilized by the County's Department of Public Works, Division of Fleet Management.

C-3 RESOLUTION APPROVING A CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES ON COUNTY CARS AND LIGHT TRUCKS IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM SEPTEMBER 5, 2014 TO SEPTEMBER 4, 2015.

This Resolution approves a contract with South Jersey Truck Repairs (500 Cenco Boulevard, Clayton, NJ 08312) for vehicle collision repairs on County owned cars and light trucks as per PD #014-031. This Contract is for a one (1) year term from September 5, 2014 to September 4, 2015 with the County reserving an option to extend the contract for one (1) two year term or two (2) one year terms in an amount not to exceed \$30,000.00 for each contract year.

C-4 RESOLUTION APPROVING A CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES ON COUNTY HEAVY DUTY TRUCKS IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM SEPTEMBER 5, 2014 TO SEPTEMBER 4, 2015.

This Resolution approves a contract with South Jersey Truck Repairs (500 Cenco Boulevard, Clayton, NJ 08312) for vehicle collision repairs on County owned heavy duty trucks one (1) ton or greater as per PD #014-032. This Contract is for a one (1) year term from September 5, 2014 to September 4, 2015 with the County reserving an option to extend the contract for one (1) two year term or two (2) one year terms in an amount not to exceed \$30,000.00 for each contract year.

C-5 RESOLUTION EXTENDING THREE CONTRACTS FOR THE SUPPLY OF TRAFFIC SIGNAL PARTS AND COMPONENTS FROM AUGUST 8, 2014 TO AUGUST 7, 2015, WITH TRAFFIC PARTS, INC. IN AN AMOUNT NOT TO EXCEED \$11,928.25, GENERAL TRAFFIC EQUIPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$62,195.00, AND SIGNAL CONTROL PRODUCTS, INC. IN AN AMOUNT NOT TO EXCEED \$631,987.50.

This Resolution will authorize the County to exercise the option to extend the contracts for an additional and final one (1) year period from August 8, 2014 to August 7, 2015 for the supply and delivery of traffic signal parts and components with Traffic Parts, Inc., in an amount not to exceed \$11,928.25, General Traffic Equipment Corp., in an amount not to exceed \$62,195.00 and Signal Control Products, Inc., in an amount not to exceed \$631,987.50, on an as-needed basis by the Gloucester County Public Works Department. Contracts were awarded pursuant to Bid PD-012-016 originally passed by Resolution on August 8, 2012 and the first option for an extension was exercised on August 18, 2013.

C-6 RESOLUTION TO CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FOR THE COUNTY SIGNAL MAINTENANCE PROJECT FROM AUGUST 20, 2014 TO AUGUST 19, 2015 IN AN AMOUNT NOT TO EXCEED \$213,350.00.

This Resolution will authorize and approve the County entering into a contract with Techna-Pro Electric, LLC, (100 Pike Road, Bldg B, Mount Laurel, NJ 08054) for on-call emergency traffic signal repairs, which is known as the "2014-15 Gloucester County Traffic Signal Maintenance Project," Engineering Project #14-14 (hereinafter the "Project"), for an amount not to exceed \$213,350.00. This contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, August 08, 2014. Techna-Pro, LLC has been determined to be the lowest responsive and responsible bidder for the Project. This Project consists of providing traffic signal maintenance on an as needed basis for the County to supplement existing in-house forces. The contract shall be in effect for a period of one (1) year after Notice to Proceed date.

C-7 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH ZONE STRIPING, INC. FOR COUNTYWIDE STATE AID ROADWAY SAFETY PROJECT FOR THE TOTAL AMOUNT OF \$113,332.07.

This Resolution will authorize a Contract Change Order Decrease #01-Final with Zone Striping, Inc. (501 New Jersey Avenue, Glassboro, NJ 08028) for final as-built quantities to reflect reductions and extras adjusting the contract quantities based on work completed, in the amount of \$113,332.07, resulting in a new total contract amount of \$265,001.70, in association with the project "Countywide State Aid Roadway Safety Project, Gloucester County" Engineering Project #13-06SA (hereinafter the "Project"). This Project entailed installation of raised pavement markers, flexible delineators, guide rail replacement, traffic stripes, long life, epoxy resin for edge lines, centerline, and lane lines within the County's jurisdictional limits. Also constructed: traffic markings, lines and symbols as well as removal of traffic stripes and markings. This project is 100 % State Aid funded, Engineering Project #13-06SA.

C-8 RESOLUTION TO CONTRACT WITH ASPHALT PAVING SYSTEMS FOR ROAD MICROSURFACING PER STATE CONTRACT #A81757 FOR USE BY THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED \$135,000.00.

This Resolution will authorize and approve the County to utilize State Contract with Asphalt Paving Systems, Inc. (P.O. Box 530, Hammonton, NJ 08037) in an amount not to exceed \$135,000.00 for roadway microsurfacing at the GCIT parking lot in Sewell, and also along County Route 655 & County Route 538 in Franklin Township utilizing NJ State Contract #A81757. This Contract includes: GCIT- Item #1 Roadway Microsurfacing Type II, Item #5 Micro Aggregate Emulsion, and Item #9 Crack Seal for the GCIT Parking Lot, and in Franklinville- Item #3 Road Microsurfacing Type III – 20-30 LB/SY, Item #5 Microsurfacing Aggregate Emulsion, Item #18 Removal of Old Traffic Stripes, and Item #19 Traffic Control for CR655 and CR538. The microsurfacing will not only include the area of existing parking lot for GCIT but also along the section of Fries Mill Road, County Route 655, near Delsea Regional High School to SH Route 47, Delsea Drive, and along Coles Mill Road, County Route 538, near and including the intersection of Williamstown Road, CR612, Franklin Township.

C-9 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR ROADWORK CONSISTENT WITH ENGINEERING PROJECT 14-15 FROM AUGUST 20, 2014 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$383, 333.77

This Resolution will authorize and approve the County entering into a contract with Zone Striping, Inc. (501 New Jersey Avenue, Glassboro, NJ 08028) in the total amount of \$383,333.77 for the project known as "Countywide State Aid Roadway Safety Project, Gloucester County" Engineering Project #14-15 (hereinafter the "Project"). This Contract is proposed to be awarded based upon bids that were publicly received and opened by the County for the Project on Friday, August 15, 2014. Zone Striping, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The Project consists of Installation of raised pavement markers, flexible delineators, guide rail replacement, traffic stripes, long life, epoxy resin for edge lines, centerline, lane lines, etc. within the County's jurisdictional limits. Also to be constructed are traffic markings, lines and symbols as well as removal of traffic stripes and markings. All items in this contract are "if and where directed" items and may be directed countywide. This project is 100% State Aid Funded.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

E-1 RESOLUTION ENDORSING THE COUNTY COUNCIL ON JUVENILE JUSTICE SYSTEM IMPROVEMENT & YOUTH SERVICES COMMISSION'S 2015 JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS PROPOSALS AND AUTHORIZING THE COUNTY TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR THE JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS GRANT, IN THE TOTAL AMOUNT OF \$120,000.00.

The County Council on Juvenile Justice System Improvement (CCJJSI), through the Gloucester County Youth Services Commission, is applying for the Juvenile Detention Alternative Initiative (JDAI) Innovations Grant from the State of New Jersey Juvenile Justice Commission in the total amount of \$120,000.00. The purpose of these funds is to prevent youth from entering juvenile detention by providing alternatives to detention. Funding will be put out for competitive bid in the fall of 2014 for services in calendar year 2015. Application for funds must be made each year, and contracts may be renewed for up to four additional years after the initial year. The Youth Services Commission will have oversight for the grant including contracting, monitoring and reporting requirements.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF FREDERICK DECLEMENT AND JOSEPH M. HOGAN, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 55, LOT 1, CONSISTING OF APPROXIMATELY 19.12 ACRES, FOR THE AMOUNT OF \$133,840.00.

This Resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of Elk owned by Frederick DeClement and Joseph M. Hogan, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$7,000.00 per acre, and the State Agriculture Development Committee will be reimbursing the County, as it relates to the purchase of said easements, an approximate sum of \$80,304.00; said funds being made available through Elk Township's Municipal Planning Incentive Grant (PIG) Program. The cost of the associated appraisal services regarding the said acquisition was \$2,750.00 for T.W. Sheehan and Associates and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous to more than 300-acres of previously preserved farmland, and is in close proximity to more than 1,000 acres of previously preserved farmland and open space.

F-2 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF DANIEL HAYNICZ AND ELINOR HAYNICZ, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 175, LOT 1, CONSISTING OF APPROXIMATELY 29.38 ACRES, FOR THE AMOUNT OF \$205,660.00.

This Resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of Elk owned by Daniel Haynicz and Elinor Haynicz, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$7,000.00 per acre, and the State Agriculture Development Committee will be reimbursing the County, as it relates to the purchase of said easements, an approximate sum of \$129,272.00; said funds being made available through Elk Township's Municipal Planning Incentive Grant (PIG) Program. The cost of the associated appraisal services regarding the said acquisition was \$2,880.00 for Molinari and Associates and \$2,750.00 for R.W. Frankenfield Associates. This property is contiguous to more than 500-acres of previously preserved farmland, and is in close proximity to more than 1,000 acres of previously preserved farmland and open space.

F-3 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF CHARLES C. WRIGHT AND NORMA JANE WRIGHT, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 28, LOT 10, CONSISTING OF APPROXIMATELY 37.72 ACRES, FOR THE AMOUNT OF \$245,180.00.

This Resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of Elk owned by Charles C. Wright and Norma Jane Wright, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$6,500.00 per acre, and the State Agriculture Development Committee will be reimbursing the County, as it relates to the purchase of said easements, an approximate sum of \$156,538.00; said funds being made available through Elk Township's Municipal Planning Incentive Grant (PIG) Program. The cost of the associated appraisal services regarding the said acquisition was \$2,900.00 for Steven Bartelt and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous to more than 300-acres of previously preserved farmland, and is in close proximity to more than 1,000 acres of previously preserved farmland and open space.

F-4 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF HERBERT J. STAYTON, JR., ESQUIRE, AND GEORGE N. STYLIADES, ESQUIRE, CO-TRUSTEES, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 1004, LOT 5, CONSISTING OF APPROXIMATELY 56.93 ACRES, FOR THE AMOUNT OF \$603,458.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan and under the Co-Trustee stewardship of Herbert J. Stayton, Jr., Esquire, and George N. Styliades, Esquire, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$10,600.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,493.00 for Curran Realty Advisors and \$3,000.00 for the Hanson Organization. This property is contiguous to more than 400 acres of previously preserved farmland and is in close proximity to more than 1,000 acres of previously preserved farmland and open space.

F-5 RESOLUTION REQUESTING \$554,185.54 FROM THE STATE AGRICULTURE DEVELOPMENT COMMITTEE FOR DEVELOPMENT EASEMENTS ON THREE (3) PROPERTIES PREVIOUSLY ACQUIRED THROUGH THE GLOUCESTER COUNTY FARMLAND PRESERVATION PROGRAM.

In 2013 the SADC made available to Gloucester County \$6,000,000.00 in cost-share funding to be utilized through the Gloucester County Farmland Preservation Program. This was provided via \$200 million in bond funding that was approved by the voters of New Jersey in 2009 for preservation efforts. Gloucester County was eligible to receive \$1,000,000.00 of this amount in base grant funding and up to \$5,000,000.00 in competitive grant funding. Gloucester County previously submitted a total of eight (8) properties to the SADC for consideration for this funding, and the SADC recently informed the Office of Land Preservation that a balance of \$554,185.54 still exists in the County's competitive grant funding allocation. As such, this resolution requests that those remaining funds be applied to three (3) eligible farms, all of which were previously settled by the County. It should be noted that during the SADC's last three funding rounds Gloucester was the first county in New Jersey to be awarded its maximum funding possibility for both its base grant and competitive grant funding allocations.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING THE ADOPTION OF CERTAIN ATTORNEY GENERAL GUIDELINES AS THE COUNTY CORRECTIONS DEPARTMENT POLICIES AND PROCEDURES AND AMENDING THE CORRECTIONS DEPARTMENT POLICIES AND PROCEDURES MANUAL.

This Resolution authorizes the adoption of certain Attorney General guidelines as the Policies and Procedures of the Gloucester County Corrections Department. The purposes of adopting the guidelines are to coordinate the Corrections Department Policies and Procedures with the guidelines set by the Attorney General and to aid the Corrections Department in its training and testing in various areas of Corrections enforcement and procedure. The Attorney General guidelines to be adopted are: Domestic Violence, Employee Involved Domestic Violence, Internal Affairs, Firearms, Drug Testing, Use of Force, Vehicular Pursuit and Mandatory Training. The appropriate sections of the Corrections Department Policies and Procedures Manual will be amended accordingly.

G-2 RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY FOR FISCAL YEAR 2014.

This funding will provide for the purchase replacement and/or new hire body armor for detectives in the Gloucester County Prosecutor's Office. Body armor helps absorb the impact from firearm-fired projectiles and is worn on the torso. Body armor is individually fitted for officers and only has a useful life of five (5) years and then must be replaced. This grant helps offset the cost to the County.

G-3 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2014 STATE BODY ARMOR REPLACEMENT PROGRAM IN AN AMOUNT TO BE DETERMINED FROM AUGUST 29, 2014 TO AUGUST 28, 2015

This Resolution authorizes the submission of a grant application to the State of NJ, Department of Law and Public Safety, Division of Criminal Justice and the Gloucester County Department of Correctional Services. Award to be determined at a later date and monies to be used for the replacement of vest that are outdated or damaged for existing employees and/or new vests. Vests have a life expectancy of five (5) years.

MINUTES

7:30 p.m. Wednesday, August 6, 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 July 23, 2014.

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

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

48582 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

48583 RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION TO AUGUST 21, 2016 TO CONTRACT WITH W. B. MASON, INC. FOR THE SUPPLY AND DELIVERY OF COPY PAPER AND COMPUTER PAPER FOR AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.

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

Comments: N/A

48584 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

48585 RESOLUTION URGING THE USEPA AND NJDEP TO FULLY REMEDIATE THE SHIELDALLOY METALLURGICAL CORPORATION SITE IN A MANNER THAT WILL INSURE SAFETY AND WELL BEING OF COUNTY RESIDENTS AND PROTECTION OF THE ENVIRONMENT

	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**

48586 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH PICTOMETRY INTERNATIONAL TO INCREASE THE CONTRACT AMOUNT BY \$1,362.82.

	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 ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48587 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY RELATED TO THE PRE-APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$50,000.00.

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

Comments: N/A

48588 RESOLUTION TO PURCHASE ONE (1) 2014 FARMALL 85C SERIES TRACTOR WITH BOOM MOWER ATTACHMENT FROM FARM-RITE, INC. FOR THE TOTAL AMOUNT OF \$62,517.00.

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

Comments: N/A

48589 RESOLUTION TO PURCHASE ONE (1) 2014 JCB MODEL 3CX-14 BACKHOE LOADER FROM FARM-RITE, INC. FOR THE TOTAL AMOUNT OF \$62,450.00.

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

Comments: N/A

48590 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 13-DT-BLA-670 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING IN THE AMOUNT OF \$52,957.00.

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

Comments: N/A

48591 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$59,625.00 FOR THE FISCAL YEAR 2015 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.

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

Comments: N/A

48592 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2015 REGIONAL GIS PROGRAM.

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

Comments: N/A

48593 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 15-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2015 TRANSIT SUPPORT PROGRAM.

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

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48594 RESOLUTION APPROVING A GRANT AGREEMENT WITH THE STATE DEPARTMENT OF HEALTH TO RECEIVE FEES IN VARIOUS AMOUNTS FOR THE INSPECTION OF TANNING FACILITIES PURSUANT TO THE PUBLIC HEALTH SANITATION AND SAFETY PROGRAM, TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT 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**

48595 RESOLUTION AUTHORIZING ACCEPTANCE OF A BATTLEFIELD PROTECTION GRANT IN THE AMOUNT OF \$46,200.00 FROM THE NATIONAL PARK SERVICE AND ALLOWING THE EXECUTION OF ALL RELATED DOCUMENTS.

	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**

48596 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR RENEWAL OF THE STATE BODY ARMOR REPLACEMENT PROGRAM GRANT FOR THE YEAR 2014.

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

Comments: N/A

48597 RESOLUTION AUTHORIZING A THREE-YEAR LEASE CONTRACT FOR THREE VEHICLES FOR USE BY THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE FOR A TOTAL CONTRACT AMOUNT OF \$69,195.00 WITH THE OPTION TO PURCHASE THE VEHICLES FOR \$1.00 EACH AT LEASE END.

	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 7:44 PM

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

Comments: N/A



ROBERT N. DILELLA, CLERK

A-1

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, K-MART #7281 VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 006853-2012, 001389-2013

WHEREAS, the Plaintiff, K-MART #7281 v. Deptford Twp, represented by the law firm Garippa, Lotz & Giannuario, filed state tax appeals contesting the assessment on the subject property known as Block 484, Lot 9; and

WHEREAS, the 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:

Block 484, Lot 9:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$6,444,900	\$5,550,000
2013	\$6,444,900	\$5,317,500

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, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AI

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa Lotz & Giannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

K-MART #7281

Plaintiff,

V.

DEPTFORD TOWNSHIP

Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 001389-2013

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.

2. 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 assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax 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.

4. Prejudgment interest is hereby waived on any overpayment and resulting refund due, provided however, that said refund is issued to K-MART #7281 through its attorney, PHILIP J. GIANNUARIO , Esq. of Garippa, Lotz & Giannuario, within 60 days from the date of entry of the Tax Court Judgment. If the defendant fails to pay said refund within 60 days from the date of the Tax Court Judgment then pre-judgment and post-judgment interest shall be included therein. Moreover, if the refund is not paid within 60 days from said judgment and the Plaintiff then files a motion to compel payment, the Defendant agrees to reimburse Plaintiff for its attorney's fees.

DATED:

PHILIP J. GIANNUARIO , ESQ.
Attorney for K-MART #7281

DOUGLAS M. LONG, ESQ.
Attorney for DEPTFORD TOWNSHIP

Tax Assessor for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 001389-2013

BLOCK: 484
LOT: 9
STREET ADDRESS: 1140 HURFFVILLE RD
YEARS: 2013

2013	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$4,163,800		\$4,163,800
IMPMNT.:	<u>\$2,281,100</u>		<u>\$1,153,700</u>
TOTAL:	\$6,444,900		\$5,317,500

INITIAL BOX BELOW TO INDICATE YOUR REVIEW OF THIS PAGE

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa Lotz & Giannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

K-MART #7281

Plaintiff,

v.

DEPTFORD TOWNSHIP

Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 006853-2012

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.

2. 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 assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax 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.

4. Prejudgment interest is hereby waived on any overpayment and resulting refund due, provided however, that said refund is issued to K-MART #7281 through its attorney, PHILIP J. GIANNUARIO , Esq. of Garippa, Lotz & Giannuario, within 60 days from the date of entry of the Tax Court Judgment. If the defendant fails to pay said refund within 60 days from the date of the Tax Court Judgment then pre-judgment and post-judgment interest shall be included therein. Moreover, if the refund is not paid within 60 days from said judgment and the Plaintiff then files a motion to compel payment, the Defendant agrees to reimburse Plaintiff for its attorney's fees.

DATED:

PHILIP J. GIANNUARIO , ESQ.
Attorney for K-MART #7281

DOUGLAS M. LONG, ESQ.
Attorney for DEPTFORD TOWNSHIP

Tax Assessor for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 006853-2012

BLOCK: 484
LOT: 9
STREET ADDRESS: 1140 HURFFVILLE RD
YEARS: 2012

2012	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$4,163,800		\$4,163,800
IMPMNT.:	<u>\$2,281,100</u>		<u>\$1,386,200</u>
TOTAL:	\$6,444,900		\$5,550,000

INITIAL BOX BELOW TO INDICATE YOUR REVIEW OF THIS PAGE

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

7687/stip 2012

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX
COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, K-MART #7281 VS. DEPTFORD
TOWNSHIP, DOCKET NUMBERS 006853-2012, 001389-2013**

The Plaintiff, K-MART #7281 v. Deptford Twp, represented by the law firm Garippa, Lotz & Giannuario, filed state tax appeals contesting the assessment on the subject property known as Block 484, Lot 9, 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:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$6,444,900	\$5,550,000
2013	\$6,444,900	\$5,317,500

A. 2

**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 **\$346.00**, which item is now available as a revenue from the State of New Jersey Department of Labor and Workforce Development Workforce Investment Act, to be appropriated under the caption of the State of New Jersey Department of Labor and Workforce Development Workforce Investment Act - *Other Expenses*; and
- (2) The sum of **\$30,000.00**, which item is now available as a revenue from the State of New Jersey Department of Military and Veterans Affairs Veterans Transportation, to be appropriated under the caption of the State of New Jersey Department of Military and Veterans Affairs Veterans Transportation - *Other Expenses*.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 20, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

A-3

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 August 15, 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 August 15, 2014.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending August 15, 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 August 15, 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, August 20, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-4

RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SHERIFF OFFICER'S ASSOCIATION, PBA LOCAL NO.122 AND THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS AND THE SHERIFF OF GLOUCESTER COUNTY, FROM JANUARY 1, 2014 TO DECEMBER 31, 2018

WHEREAS, the County of Gloucester has negotiated a contract with the Gloucester County Sheriff Officer's Association (PBA Local No.122), which contract is effective beginning January 1, 2014 and terminates December 31, 2018; and

WHEREAS, the County of Gloucester wishes to accept the contract.

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

1. That the County of Gloucester hereby accepts and ratifies the contract with the Gloucester County Sheriff Officer's Association (PBA Local No.122), which contract is effective January 1, 2014 and terminates December 31, 2018;
2. 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 said agreement as well as any and all documents required to effectuate this agreement, on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AGREEMENT

Between

**GLOUCESTER COUNTY SHERIFF OFFICER'S ASSOCIATION, PBA LOCAL
NO. 122**

and

**GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS
&
SHERIFF OF GLOUCESTER COUNTY**

JANUARY 1, 2014 through DECEMBER 31, 2018

TABLE OF CONTENTS

ARTICLE	PAGE
I. Preamble	1
II. Recognition	2
III. Grievance Procedure	3
A. Purpose	3
B. Definitions	3
C. Procedure	3
D. Arbitration	4
E. Costs	5
F. Representation	5
G. Reprisals	5
H. Group Grievance	5
I. Miscellaneous	5
IV. Workday, Overtime and Call Back	6
A. Workday	6
1. Workweek and work period	6
2. Leave Time Assessment	6
3. Short Notice Leave	6
B. Overtime	6
C. Call Back	8
D. Standby Pay	8
E. Compensatory Time	8
V. Wages	9
A. Salaries	9
B. Longevity	9
C. Shift Differential	9
D. Grand Jury or Court Time	10
E. Pay for assuming Higher Position	10
VI. Uniforms	11
A. Items of issue	11
B. Maintenance Allowance	11
C. Badges, Patches, Leather Gear and Bulletproof Vests	11
D. Uniform Changes	11

VII.	Medical Benefits	12
A.	Health Benefits	12
B.	Disability Benefits	13
C.	Description	13
D.	Retirement Coverage	13
E.	Death of Active Employee	13
F.	Change of Carriers	14
G.	Waiver of Benefits	14
H.	Flexible Spending	14
VIII.	Holidays	15
IX.	Vacation	16
A.	Vacation Days	16
B.	Accumulation	16
C.	Carryover	16
D.	Death of the Employee	16
E.	Separation	16
X.	Employee Reimbursements	18
A.	Mileage	18
B.	Meals	18
C.	Tuition	18
D.	Extradition/Inter Agency Detainers	18
XI.	Sick Leave	19
XII.	Bereavement Leave	21
XIII.	Other Benefits	22
A.	Worker's Compensation	22
B.	Other Leaves	22
C.	Pregnancy	22
D.	Military Leave	22
E.	Administrative Leave	23
F.	Temporary Shift Assignment	23
XIV.	Management Rights	24
XV.	GCSOA / PBA Rights	26
A.	Information	26
B.	Release Time	26
C.	Bulletin Boards	26

D.	Statutory Leaves	26
E.	Recognized Representative	26
F.	Union Leave	26
XVI.	Re-opener Provision	27
XVII.	Dues Deduction	28
XVIII.	Representation Fee	29
A.	Purpose of Fee	29
B.	Notification	29
C.	Challenging Assessment Procedure	29
D.	Deduction and Transmission of Fee	29
E.	Termination of Employment	30
F.	Mechanics	30
G.	Changes	30
H.	New Employees	30
I.	Save Harmless	30
J.	Intent of the Parties	31
XIX.	Maintenance of Operations	32
XX.	Working Conditions & Safety Items	33
A.	Transportation	33
B.	Portable Radios	33
C.	Training Academy	33
D.	Bulletproof Vests	33
E.	Ammunition and Targets	34
F.	Funds Entrusted	34
XXI.	Employee Rights	35
A.	Personnel Records	35
B.	Hearings	35
C.	Re-employment Rights	35
D.	Seniority	35
E.	Legal Representation	37
F.	Discussion with Administration	37
XXII.	Miscellaneous Provision	38
A.	Notification of Shift Change	38
B.	Non-Discrimination	38
C.	K-9	38
D.	Separability	39

E.	Retroactive Aspects	39
XXIII.	Fully Bargained Clause	40
XXIV	Duration	41
	Schedule A	42
	Appendix A (Clothing Issue)	44
	Appendix B (Eight Hour shift schedule)	45
	Appendix C (Twelve Hour shift schedule)	46
	Appendix D (Flex Schedule)	47
	Appendix E (Retiree Prescription)	48

ARTICLE I

PREAMBLE

This agreement is entered into this _____ day of _____ 2014 by and between the Board of Chosen Freeholders / Sheriff of the County of Gloucester, (hereinafter referred to as the "Employer") and the Gloucester County Sheriff Officers Association, affiliated with the New Jersey State Policemen's Benevolent Association, Local No. 122 (hereinafter referred to as "GCSOA").

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

RECOGNITION

A. The Employer agrees to recognize the GCSOA, affiliated with PBA Local 122, as the exclusive bargaining representative for the purpose of collective negotiations regarding wages, hours and terms and conditions of employment for all full-time employees classified as Sheriff Officers and Sheriff Officer Sergeants, hereinafter termed employees, but excluding interim and temporary employees and all other employees not specifically included above. Temporary employees are defined as those employees whose term of employment is fixed upon employment for a period of time not greater than six (6) months. Interim employees are defined as those employees who are hired as replacements for unit employees who are on leave of absence and whose term of hire is not to exceed one (1) year.

B. Where appropriate the rules and regulations of the Merit System Board and of the Public Employment Relations Commission shall cover employees under this Agreement. Those rules and regulations will, when appropriate, be interpreted solely by the respective Commissions.

C. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without intervention of the GCSOA, provided such adjustment is not inconsistent with the terms of this Agreement.

B. Definitions.

1. A "grievance" is a claim by an employee, group of employees, or the GCSOA on behalf of an employee or group of employees, based upon the interpretation, application of violation of this Agreement, administrative rules and policies. The sole remedy available to any employee for any alleged breach of this agreement shall be pursuant to the grievance procedure provided.

2. An "aggrieved person" is the person or persons or the GCSOA making the claim.

C. Procedure.

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. If no response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the GCSOA may proceed to the next level.

Level One - A grievance may be filed in writing with the Undersheriff, within ten (10) calendar days of the occurrence of the grievance. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Undersheriff may consult with the appropriate Lieutenant and shall render a written decision within ten (10) calendar days after receipt of the grievance.

Level Two - In the event a settlement has not been reached through Level One procedures, a grievance may be filed with the Personnel Director within ten (10) calendar days following receipt of the determination of Level One. The Personnel Director or his designee shall schedule and hold a meeting within ten (10) days following receipt of the grievance and shall render a written determination within ten (10) calendar days after the date of such meeting.

Level Three - In the event a settlement has not been reached through Level Two procedures a grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the determination of Level Two. The Sheriff or his designee shall render a written determination within ten (10) calendar days following receipt of the grievance.

Level Four - In the event a settlement has not been reached through Level Three procedures, the GCSOA may, after determining that the grievance is meritorious, submit the grievance to arbitration.

D. Arbitration.

1. If the GCSOA determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Three determination or within thirty (30) calendar days following submission of the grievance to Level Three. Such submission shall be pursuant to the rules of the Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.

2. It is understood that arbitration is limited to grievances based upon the interpretation, application, or violation of the four corners of this agreement. For all other grievances, the determination rendered at Level Three shall be final.

3. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section D, 1. of this Article, or PERC, or a court of jurisdiction.

4. The arbitrator shall not consider any past practice precedent except to the extent needed to clarify language of this agreement.

5. The arbitrator shall not add to, or subtract from, or modify the terms of this Agreement.

6. No more than one grievance or issue may be submitted to a single arbitrator in any single proceeding unless otherwise agreed to in writing by the parties.

7. The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.

E. Costs. The costs for the services of the arbitrator, including per diem expenses, if any and actual and necessary travel, subsistence expenses and the costs of the hearing room, shall be borne equally by the Employer and the GCSOA. Any other expenses incurred shall be paid by the party incurring same.

F. Representation. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, with a representative selected and approved by the GCSOA. When an employee is not represented by the GCSOA, the GCSOA shall have the right to be present and to state its views at all stages of the grievance procedure.

G. Reprisals. There shall be no reprisal against the GCSOA management or any individual by the virtue of their participation or lack of participation in the prescribed grievance procedure.

H. Group Grievance. If in the judgment of the GCSOA a grievance affects more than one employee, the GCSOA shall submit such grievance in writing, and the processing of such grievance shall commence at Level Two. A copy of such grievance will be forwarded to the Sheriff or his designee. The GCSOA shall process such a grievance through all the levels of the grievance procedure.

I. Miscellaneous.

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include an explanation and shall be transmitted promptly to the GCSOA.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this Article.

ARTICLE IV

WORKDAY, OVERTIME, AND CALL BACK

A. Workday.

a. The workday under the eight (8) hour shift shall consist of eight (8) hours inclusive of a thirty (30) minute meal break.

b. The workday under the twelve (12) hour shift shall consist of twelve (12) hours inclusive of two (2) forty five minute (45) meal breaks. Failure to take the second meal break will not result in additional compensation.

c. Shifts shall be as set forth in Appendix B and C with the change in times effective October 1, 2014 and January 1, 2015, respectively.

1. Workweek and work period.

a. The workweek for employees on eight (8) hour shifts schedule shall consist of five (5) eight (8) hour shifts as set forth in Appendix B.

b. The work period for employees on a twelve (12) hour shift schedule shall consist of seven (7) twelve (12) hour shifts as described in Appendix C to this agreement.

2. Leave Time Assessment. Each twelve (12) hour workday shall be considered as one (1) full day for purposes of vacation, personal leave, bereavement leave, administrative leave, and lodge leave. Twelve (12) hours of sick leave will be assessed (hour for hour) for sick leave utilization on any given workday.

3. Short Notice Leave. Upon request, the sheriff or his designee, with twenty four (24) hours notice shall authorize either a one quarter (1/4), one half (1/2), or one (1) day of vacation or a one half (1/2) or one (1) day of administrative leave to any employee provided there is sufficient staffing on each shift without requiring overtime.

B. Overtime.

1. The workweek for employees on an eight (8) hour shift schedule shall consist of five (5) eight (8) hour shifts. An employee working the eight (8) hour shift schedule who is required to work in excess of his workday, or eighty (80) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth in Section B.3 of this article.

2. The work period for employees scheduled on twelve (12) hour shifts shall, in accordance with the Fair Labor Standards Act, Section 207 (K), and 29 CFR Part 553.230, consist of a fourteen (14) day work period totaling not more than eighty-six (86) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Section B.3 of this Article, for hours worked in excess of eighty-four (84) hours in the course of the aforementioned fourteen (14) day work period.

3. The overtime rate of pay, unless otherwise stated under the terms of this Agreement, shall be computed on the basis of one and one-half (1 ½) times the employee's hourly rate. For purposes of calculating the overtime rate, the employee's hourly rate is derived by dividing the sum of his base pay (inclusive of longevity, where applicable) by (a) 2080 hours for eight (8) hour shift employees, or (b) by the sum of 2080 hours and 104 hours for twelve (12) hour shift employees.

4. For overtime purposes, time worked includes vacation leave, sick leave, bereavement leave, administrative leave, lodge leave, and holidays.

5. Overtime shall include any necessary travel time for official business, as per FLSA.

6. In the event that overtime work is required, the Employer shall first attempt to secure volunteers on a rotating basis, based upon seniority. If unable to secure volunteers, employees who have satisfactorily completed a Department or Field Training Officer Program, may be required to work overtime. Such "mandatory overtime" shall be based upon reverse order of seniority, on a rotating basis, except in emergency situations. An emergency shall be any unanticipated situation or incident declared by the Sheriff, or his designee, that jeopardizes or poses an immediate threat to life, health, safety, welfare, property, or the environment. In the assignment of overtime, so long as the employee is fit for duty, prior approved time off shall not disqualify the employee for such assignment.

7. It is understood that both voluntary and mandatory overtime shall be distributed as equitably as possible and shall be based upon a seniority list which shall be posted. All employees shall be eligible and shall be required to work overtime on a rotating basis.

8. The requirements of the overtime distribution list as set forth in paragraphs 6 and 7 above shall not apply if an employee assigned to a particular duty (courts, transports, etc) is to be held over beyond the expiration of his shift, up to a maximum of two hours. The overtime list shall be utilized for any post-shift requirement exceeding two (2) hours.

C. Call Back. If an employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate overtime rate, unless on voluntary assignment, for which the officer is paid for all hours worked.

D. Standby Pay. If an employee is required to be on standby, he shall receive one (1) hour's pay for every (16) hours on standby.

E. Compensatory Time. For all overtime hours, all bargaining unit members may have a right to elect to be paid overtime or to take compensatory time in lieu of overtime at the rate of time and a half. One hour of compensatory time may be taken as compensation for standby hours.

1. An employee may accrue and carry over to the following year, at his or her discretion, a total of 96 hours in compensatory time. Any employee may not accrue compensatory time in excess of 96 hours. Any hours that exceed the 96 hour limit must be paid out at the employee's overtime rate.

2. The use of compensatory time may be at a minimum of a one hour block and up to an entire shift.

3. The election of compensatory time will be voluntary.

4. During daily operations, if an employee chooses to use compensatory time during the remainder of his or her shift, the employee may do so depending upon shift coverage to be determined by his or her Sergeant at the time of the request.

5. All compensatory time accrued and used will be documented on an approved form, signed off by the Captain, and then sent to payroll.

6. Compensatory time shall be scheduled in accordance with the procedures for scheduling vacation time. In deciding whether to grant a request for the use of compensatory time, employees who have prescheduled vacations and/or personal days shall be given priority over employees attempting to schedule compensatory time.

7. Any unused compensatory time shall be paid out to the employee at the then overtime rate at the time of his or her retirement or separation from employment.

ARTICLE V

WAGES

A. Salaries.

1. For employees hired prior to January 1, 2014, salaries shall be paid in accordance with the twelve (12) step Salary Schedule attached to this Agreement. This Salary Schedule includes a \$2,265 permanent roll-in for holidays, sick leave buy-back, attendance bonus, education bonus, and fitness bonus, which is applied to the base salary for all purposes, to steps four (4) through eight (8) of the Salary Schedule as of December 31, 2013; a roll-in of longevity payment in an amount as it existed for each bargaining unit member as of December 31, 2013; a 1.95% across-the-board annual increase for all salary steps on base salary (which includes these rolled-in amounts), effective as of January 1, 2014; a 1.75% across-the-board annual increase for all steps for each year effective as of January 1, 2015, 2016, and 2017; and a 1.95% across-the-board annual increase for all steps on base salary effective as of January 1, 2018.

For employees hired after January 1, 2014, recruitment salary, as reflected in the attached Salary Schedule, shall equal fifty (50%) percent of the Step 12 salary for that year, with a 2% across-the-board salary increase paid as of January 1st each year thereafter.

2. Where appropriate, those employees with six (6) months of service shall progress one (1) step each January 1 until the employee reaches the maximum pay step on his salary schedule, except employees in steps 4, 5, and 6 as of December 31, 2013 shall move up two steps effective January 1, 2014, and employees in steps 7 and 8 as of December 31, 2013 shall move up to steps 11 and 12 respectively, effective January 1, 2014.

B. Longevity. Effective January 1, 2014, all current employees shall roll-in their longevity amount as of December 31, 2013 into their base salary for all purposes. These employees shall not receive additional longevity in future years. All employees hired after December 31, 2013 shall no longer be eligible for longevity.

C. Shift Differential. The permanent day shift is any shift that falls entirely between 6:00 a.m. and 6:00 p.m. for officers working the twelve hour shift schedule. Any employee assigned to any other shift, including rotating shifts, of which any part falls outside of the permanent day shift shall receive an additional \$1.00 per hour, effective January 1, 2010 for all assigned time.

Effective January 1, 2015, any employee assigned to a twelve (12) hour 8:00 p.m. to 8:00 a.m. shift shall be paid the amount of \$1.00 per hour shift differential for all hours

worked until 8:00 a.m. Effective October 1, 2014, any employee assigned to the eight (8) hour 3:00 p.m. to 11:00 p.m. shift shall be paid the additional amount of \$1.00 per hour shift differential for the three (3) hours of their assignment between 8:00 p.m. to 11:00 p.m. Employees assigned to any other shift shall not be entitled to shift differential.

D. Grand Jury or Court Time. Any employee required to appear before any court or Grand Jury on a work related matter shall either receive the time off, with pay if on duty, or if off duty, shall be compensated for such time at the overtime rate of pay for a minimum of two hours, if applicable. Any employee who institutes charges that are work related and must attend any court session or grand jury hearing during work hours shall be granted such time off, with pay, or if attendance is required on off-duty hours, shall receive overtime pay, if applicable.

E. Pay for assuming higher position. Any employee required / requested to assume the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of pay based upon the employee's salary level.

ARTICLE VI

UNIFORMS

A. Items of Issue.

1. The Employer shall provide each employee with the items of clothing and equipment included in Appendix A attached to this agreement at no cost to the employee.

2. Any employee who has not received all items listed in Appendix A as of the signing of this agreement shall notify the Employer of which articles are needed and shall be provided with the missing articles within thirty (30) days of the signing of this agreement, or thirty (30) days after such notification, whichever is later.

3. All issued clothing and equipment shall be replaced as needed at the discretion of the Sheriff. Employee requests and Sheriff's responses are to be placed in writing.

B. Maintenance Allowance. Employees will be responsible for upkeep and purchase of uniforms.

1. Employer will provide initial new uniforms issued to each new hire.

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense.

C. Badges, Uniform Patches, Leather Gear, and Bulletproof Vests. Once during the term of this Agreement, Employer will provide new badges and uniform patches to all Employees covered by this Agreement. Leather gear and bulletproof vests shall be provided and replaced by the Employer. The Employer shall issue to the Employee a "retired" department-issued picture I.D. and clip-back badge, upon retirement, with 60 days advanced notice to the Sheriff of retirement date.

D. Uniform Changes – Employer will bear the cost of any uniform changes it makes.

ARTICLE VII

MEDICAL BENEFITS

A. Health Benefits. The Employer shall provide the following health benefits for each employee and his eligible dependents.

1. Medical coverage will be in accordance with any of the plans offered by the State Health Benefits Program.

2. Prescription drug coverage will be in accordance with any of the Employee Prescription Drug Plans offered by the State Health Benefits Program.

3. Vision Care. It is understood that this shall remain a separate policy providing in addition to the vision care coverage provided under the Employer's medical plans. Allowances for the following items shall be as indicated: examination, \$30; frames, \$20; single vision lenses, \$30; bifocal lenses, \$43, trifocal lenses, \$50; lenticular lenses, \$100; contact lenses, \$200.

4. Dental. The Employer shall continue to provide dental insurance in accordance with the current indemnity plan. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization in accordance with the existing terms of that plan. Employees who elect to enroll in the dental plan organization may also enroll their dependents. The Employer shall offer the option of selecting Delta Premier Family Care Coverage for employees and their dependents.

Employees who do not have medical and prescription coverage pursuant to Sections 1 and 2 above but receive dental coverage under this Section, at a cost to the Employer which shall be capped at \$31, will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Any and all costs over \$31.00 shall be the responsibility of the employee.

Open enrollment periods for the dental plans shall be in November of each year, with coverage beginning January 1.

5. Employees who terminate their employment or begin unpaid leaves after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leave of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the Employer four (4) weeks in advance of the coverage month.

6. Effective January 1, 2014, all active unit employees who have not withdrawn from the County's health insurance program, shall contribute towards the cost of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125, salary reduction premium-only plan, in accordance with the County's regular payroll practices. Retirees will not be required to pay contributions towards the cost of their post-retirement insurance coverage, except as may be required by law.

B. Disability Benefits. The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by Employer-employee contributions as required by law.

C. Description. The Employer shall continue to provide for each employee a description of the health care benefits and insurance provided under this article upon initial hire.

D. Retirement Coverage.

1. The Employer shall provide for the continuation of paid health benefits as described in Section A.1 above for employees and their dependents upon the employee's retirement in accordance with County policy. Employees, to be eligible, must retire with twenty five (25) years of service credited by PERS or PFRS. Employees with fifteen (15) years of County service and twenty five (25) years of service credited by PERS or PFRS are eligible for the County prescription plan upon retirement.

2. Any officer age 62 and over who chooses to take pension before twenty-five (25) years of PERS or PFRS service will be able to buy prescription and health benefits at cost (County group rate).

3. Effective January 1, 2014, Employees with less than 20 years of creditable service in one or more State or locally administered retirement systems as of June 28, 2011, and who subsequently retire after the signing of this Contract, shall only make health care contributions during retirement in accordance with any applicable requirements in P.L. 2011, Chapter 78. Employees with 20 or more years of credited service as of June 28, 2011, are exempt from this contribution obligation.

E. Death of Active Employee.

1. Upon the death of an active officer as the result of an accident met in the actual performance of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent children, per statute.

2. Upon the death of an active officer under circumstances not covered by subparagraph E.1 above, all benefits shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such officer's death.

F. Change of Carriers.

1. The Employer reserves the right to change insurance carriers so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

2. The Employer must notify the GCSOA in writing 60 days prior to any change so that the GCSOA, may in the event it does not agree that the benefits are substantially equivalent, submit the matter directly to arbitration in accordance with Article III, Section D. This arbitration will occur prior to any change.

G. Waiver of Benefits. In January of each year, employees who are enrolled in the medical or prescription plans pursuant to Section A may elect to waive either or both coverage's, subject to the following provisions:

1. Employees will be permitted to waive Employer provided medical coverage only upon furnishing proof of other medical coverage through a spouse's Employer or other source.

2. Waiver of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent open enrollment period (in November) or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's indemnity plan within thirty (30) days or within sixty (60) days in an approved HMO plan after giving notice or as soon thereafter as is permitted under the insurance then in effect.

3. Waivers of coverage will take effect January 1 following the employee's election.

4. Employees who have waived coverage but plan to apply for post-retirement medical or prescription coverage pursuant to Section D must be re-enrolled in the respective plans not less than one (1) year prior to retirement.

H. Flexible Spending. The Employer will make available to all bargaining unit employees a flexible spending account which meets the requirements of Chapter 125 of the Internal Revenue Code.

ARTICLE VIII

HOLIDAYS

A. There shall be a minimum of fourteen (14) holidays per year, with a schedule to be determined by the Employer.

B. In the event an employee is regularly scheduled to work on New Year's Day, Independence Day, Thanksgiving Day, and /or Christmas Day, the employee shall be compensated for such work at two (2) times the employee's regular straight time rate of pay.

C. Overtime work on the holidays shall be compensated at two and one-half (2 ½) times the employee's regular straight time rate of pay.

D. Effective January 1, 2014, all eight (8) hour employees shall be required to work the Lincoln holiday at the employee's regular straight time rate of pay; and effective January 1, 2015, two (2) other non-premium holidays for mandatory training at a rate of time and a half. Employees will be required to sign-up between December 1st and December 31st for the mandatory training on the two (2) non-premium holidays for the coming year, which said holidays shall be designated by the Sheriff. Employees will be required to work one (1) non-premium holiday designated by the Sheriff for training before June 1st; and one (1) non-premium holidays designated by the Sheriff for training after June 1st. The Sheriff shall designate the number of slots available for sign-up on each of the non-premium holiday mandatory training days in accordance with a training schedule designated by the Sheriff, or his designee, for the coming year. Sign-ups will be done on a seniority basis. Any additional non-premium holidays worked by an Employee, as a make-up for missed training, will be paid at the employee's regular straight time rate of pay. Failure by an Employee to complete the training designated by the Sheriff on the two (2) required training days will subject the Employee to being declared unfit for duty by the Sheriff, or his designee. Independence Day, Thanksgiving, Christmas, and New Year's Day are not part of the selection process. These four (4) holidays are automatic days off with holiday pay to eight-hour employees who choose to work holidays. Twelve (12) hour employees shall continue to follow the shift schedule, and any training for twelve (12) hour employees shall be completed as scheduled by the Sheriff, or his designee. For 2014 only, each employee shall designate one non-premium holiday after October 1, 2014 for purposes of training. Sign-up shall be done based upon seniority. In 2014, in exchange for working Lincoln's Birthday, Employees will be granted off the Day After Christmas. Any Employee who worked any holidays in 2014 other than the holidays listed in Section B above, shall be paid time and one half for all hours worked, except in cases where the hours worked are make-up for missed training. Any new employee shall be paid only for those holidays which occur on or after their date of hire for the remainder of that calendar year.

ARTICLE IX

VACATION

A. Vacation Days. All full time employees shall receive the following vacation leave per calendar year (Jan. – Dec.)

Years of Service	Vacation Days
Beginning the first calendar year	1 day per month worked (max. 12 days)
Beginning the 2 nd -4 th year	12 workdays
Beginning the 5 th -11 year	15 workdays
Beginning the 12 th -19 th year	20 workdays
Beginning the 20 th -25 th year	25 workdays
After completion of 25 years of service	30 days
After completion of 30 years of service	One day for each year served

B. Accumulation. Where, in any calendar year, the vacation leave or any part thereof, is not granted by reasons of pressure of County business, such vacation leave, or part thereof not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

C. Carryover. An employee shall be allowed to carry over ten (10) earned vacation days per year. If carried over, reimbursement shall be at the current year's rate pay.

D. Death of the Employee. Upon the death of an employee, all unused and earned vacation leave, sick, and administrative days shall be calculated and paid to the estate.

E. Separation. An employee retiring or otherwise separating shall be entitled to pro-rata vacation allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from a preceding calendar year will also be included.

F. Vacation selection within the appropriate work unit to which the employee is assigned will be determined in accordance with seniority as defined by this agreement.

G. Vacations of 5 or more days shall be submitted prior to April 1st, moved to March 15, effective January 1, 2010, and unless an officer is notified within seven (7) days thereof, vacations selected shall be deemed granted. All other vacation leaves shall be deemed granted unless an officer is notified within twenty-four (24) hours of the request.

H. All vacation leave in excess of three days shall be granted upon receipt of five days written notice, subject only to the operational necessities of the Employer.

I. After March 15, vacations of three days or less may be granted by the Sheriff or his designee, after seven (7) days prior written notice. If the request is within less than seven (7) days notice, the request shall be deemed granted unless the officer is notified within twenty-four (24) hours of the request. The Sheriff or his designee may waive the notification requirements.

J. Vacation leave shall not be unreasonably denied and any such denials shall be subject to the grievance and arbitration provisions of this Agreement, except the Sheriff's decision to waive the twenty-four (24) hour notice requirement.

ARTICLE X

EMPLOYEE REIMBURSEMENTS

A. Mileage. When an employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the current State rate.

B. Meals.

1. An employee shall be reimbursed for meals up to the following amounts per day if required to be outside of the County on official business during the normal hours: Breakfast - \$6, increased to \$7 January 1, 2010, and \$8 January 1, 2013; lunch - \$9, increased to \$10 January 1, 2010, and \$11 January 1, 2013; and dinner - \$11, increased to \$12 January 1, 2010, and \$13 January 1, 2013.

2. An employee shall also receive the above reimbursements if he is required to be away from the County Court Houses or Justice Complex for a continuous period of four hours or more.

3. Meal reimbursements shall be paid within two (2) weeks of submission. Employee shall receive the total amount on the receipt paid for meals including any tax paid by the employee.

4. In short notice assignments, meal allowances shall be drawn in advance.

C. Tuition. Effective January 1, 2009, the Employer agrees to reimburse each employee up to a total of nine hundred and fifty (\$950) dollars per year for any job related course or any other courses necessary for completion of a degree in Police Service, Public Safety, or Criminal Justice.

D. Extradition/Inter Agency Detainers. An officer scheduled for extradition assignment will be advanced fifty (\$50.00) dollars for meals and travel expense allotment per day, to be increased to sixty (\$60.00) dollars effective January 1, 2005. The officer must furnish receipts to substantiate such expenses. Arrangements for travel and lodging will be made prior to the departure of the officer whenever possible.

ARTICLE XI

SICK LEAVE

A. 1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days as of the first working day of the year for each subsequent calendar year thereafter. All unused sick leave in any calendar year shall accumulate from year to year.

2. In all instances, a working day, for purposes of sick day accrual, shall be calculated as the equivalent of eight (8) work hours.

3. For twelve (12) hour shift employees, twelve (12) hours of sick leave will be assessed (hour for hour) for sick leave utilization on any given workday.

B. Sick leave may be utilized by employees:

1. When they are unable to perform their work by reason of personal illness, accidental injury, or exposure to a contagious disease;

2. To care for a seriously ill member of the employee's immediate family.

3. Abuse of sick time shall be cause for disciplinary action and will be reviewed on a case-by-case basis.

C. "Immediate family" means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, or brother of the employee. It shall also include relatives of the employee residing in the employee's household. "Immediate family" shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

D. Reporting of Absence on Sick Leave. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified at least on (1) hour prior to employee's usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

1. Failure to notify his supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. Verification of Sick Leave.

1. Effective upon the signing of this contract, any employee who is absent on sick leave may be required to submit medical or other acceptable form of evidence substantiating the need for sick leave.

2. In case of leave of absence due to exposure to contagious disease, a certificate from a County authorized doctor.

3. The Employer may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the County, by a physician chosen by the employee from a panel of physicians designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the employees or other employees.

F. Sick Leave Redemption.

1. Fifty percent (50%) of all accumulated sick time shall be paid upon retirement up to a maximum of \$15,000.00.

G. Donation of Sick Time.

1. Employees covered by this agreement may donate sick time to any member covered under this agreement or to other County employees in accordance with County policy on donating sick time.

ARTICLE XII

BEREAVEMENT LEAVE

A. Employees shall be entitled to four (4) days of leave per incident with pay for death of spouse or child.

B. Employees shall be entitled to three (3) days of leave per incident with pay for death of mother or father.

C. Employees shall be entitled to three (3) days of leave per incident with pay for death in the immediate family: sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, foster child, and any relative of the employee residing in the employee's household. Immediate family shall also include members of the spouse's "Immediate Family".

D. Employees shall be entitled to one (1) day of leave per incident with pay for family members not defined above if the employee is scheduled to work.

ARTICLE XIII

OTHER BENEFITS

A. Worker's Compensation.

1. Under the New Jersey Worker's Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for (1) year.

2. It is understood that all Sheriff Officers are considered on duty twenty-four (24) per day while in the State of New Jersey. Any employee who suffers an injury while in the performance of his duty shall receive all benefits to which he may be entitled as provided by the County Worker's Compensation Insurance Carrier. The Board of Chosen Freeholders has declared that it will supplement the insurance check for one (1) year.

B. Other Leaves.

1. Leaves of absence, without pay, for documented medical reasons, will be granted for periods of up to three (3) months upon written request of the employee. Up to an additional nine (9) months leave for medical reasons may be granted by the Employer in three (3) segments of up to three months each, for a total of twelve (12) months.

2. Leaves of absence, without pay, for other than medical reasons, may be granted by the Employer for up to twelve months in four segments of up to three months each. Included within such requests are leaves for the care of an infant who is less than sixty days of age at the commencement of such leave.

3. All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer.

C. Pregnancy Leave. Disability due to pregnancy shall be considered as any other disability in accordance with law. The employee shall not lose any seniority due to her leave.

D. Military Leave. Military leave of absence will be granted as required by statute.

E. Administrative Leave. Employees shall be allowed two days off with pay annually for personal business that cannot be disposed of outside working hours, except that employees hired on or after July 1st shall be entitled to only one (1) administrative leave day in the first calendar year of service. Effective upon the signing of this contract, administrative leave requested with at least 48 hours notice cannot be denied unless all avenues to obtain coverage have been exhausted by the Employer.

F. Temporary Shift Assignment. No employee shall be assigned to a temporary shift within the Sheriff's Department for longer than six (6) months. This limitation is inapplicable to any employee temporarily assigned to another agency. Any employee covering the position held by the officer temporarily assigned to another agency, shall not be assigned to that loaned officer's position longer than six months.

ARTICLE XIV

MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the County government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for a particular time, and to be in sole charge of the quantity and quality of the work required.

3. The right of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and /or the effective operation of the department after advance notice thereof to the employees, and to require compliance by the employees, is recognized.

4. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and by law, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the County of its rights, responsibilities, and authority under *N.J.S.A.* 40A or any other national state, or County laws or regulations.

ARTICLE XV

GCSOA/PBA RIGHTS

A. Information. The County shall make available to the GCSOA for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.

B. Release Time. Whenever any representative of the GCSOA or any employee participates during working hours in negotiation, grievance proceedings, conferences, or meetings which relate to GCSOA business with management or the County, he shall suffer no loss in pay nor be required to make up such time. It is agreed that any such meetings shall be subject to mutual agreement by management and /or the County and the GCSOA.

C. Bulletin Boards. Four (4) bulletin boards (min. 4' x 6'), with one locked, shall be provided by the Employer for the exclusive use of the GCSOA. The locations for the boards shall be designated by the GCSOA, subject to the approval of the Sheriff.

D. Statutory Leave. Representatives of the GCSOA shall be granted leave to attend all authorized conventions as mandated by New Jersey state statute.

E. Recognized Representative. The Employer will recognize and communicate with the GCSOA's designated representative for informational purposes pertaining to salary, benefits, or any other problems between employees and the County Treasurer's office. The Treasurer's Office will be notified of the name of the representative.

F. Union Leave.

1. In addition to any leave granted by statute, up to an aggregate total of twenty (20) days leave with pay per year shall be granted to representatives of the GCSOA to attend conferences, seminars, and /or conventions which relate to GCSOA business. The executive board of the GCSOA shall designate the representative and shall notify the Employer not less than fourteen (14) calendar days prior to the date(s) of such leave(s).

2. The aforementioned (20) aggregate days is the respective total in each year of the agreement for all GCSOA representatives. That is, it is not a total for each representative.

ARTICLE XVI

RE-OPENER PROVISION

A. In the event of a substantial modification of job function of a class of employees, upon written request of the GCSOA, the contract will be re-opened on this issue only.

ARTICLE XVII

DUES DEDUCTION

A. The Employer agrees to make payroll deduction of GCSOA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the GCSOA. The Employer shall remit the dues to an address designated by the GCSOA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.

B. Save Harmless. The GCSOA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the GCSOA which the Employer has remitted to the GCSOA and reliance by the Employer on any representations made by the GCSOA with respect to this Article. The Employer will give the GCSOA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE XVIII

REPRESENTATION FEE

A. Purpose of Fee. If an employee covered by the terms of this agreement does not become a member of the GCSOA during any membership year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the GCSOA for that membership year. The purpose of this fee is to offset the employee's per capita cost of services rendered by the GCSOA as majority representative.

B. Notification of Amount of Fee.

1. Prior to the beginning of each membership year, the GCSOA will notify the Employer of the amount of the regular membership dues, initiation fees and assessments charged by the GCSOA to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the GCSOA and shall be up to 85% of that amount.

2. Such sum representing the fair share shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Employer.

C. Challenging Assessment Procedure.

1. The GCSOA acknowledges and affirms that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the GCSOA pending final resolution.

D. Deduction and Transmission of Fee.

1. Notification. Once during each membership year covered in whole or in part by this agreement, the GCSOA will submit to the Employer a list of those employees who have not become members of the GCSOA for the then current membership year. The Employer will then deduct from the salaries of such employees (in accordance with

paragraph #2 below) the full amount of the representation fee and will promptly transmit the amount so deducted to the GCSOA.

2. Payroll deductions Schedule. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid;

- a. ten (10) days after receipt of aforesaid list; or
- b. thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

E. Termination of Employment. If an employee who is required to pay a representation fee terminates his employment with the Employer before the GCSOA has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

F. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of the representation fees and the transmittal of such fees to the GCSOA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the GCSOA.

G. Changes. The GCSOA will notify the Employer in writing of any changes in the list provided for in paragraph#1 above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

H. New Employees. On or about the first day of each month, beginning with the month this agreement becomes effective, the Employer will submit to the GCSOA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

I. Save Harmless. The GCSOA shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the GCSOA which the Employer has remitted to the GCSOA and reliance by the Employer on any

representations made by the GCSOA with respect to this article. The Employer will give the GCSOA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

J. Intent of the Parties. It is the intent of the parties, in entering into this agreement, to fully comply with the rules and regulations of the Public Employment Relations Commission and the Public Employment Relations Commission Appeal Board regulating agency fee deductions. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiency. All other non-affected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE XIX

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Sheriff's Office is of paramount importance to the citizens of the County and that there should be no interference with such operations.

B. The GCSOA covenants and agrees that during the term of this agreement, the GCSOA will not cause, authorize, engage in, sanction, any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the Sheriff's Office. The GCSOA agrees that such action would constitute a material breach of this agreement. It is understood that employees who participate in such activities may be subject to disciplinary action.

C. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have before any court or administrative agency.

ARTICLE XX

WORKING CONDITIONS & SAFETY ITEMS

A. Transportation.

1. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be same sex as the prisoner to be transported.

2. At no time shall any one officer be required to transport more than three (3) prisoners.

3. All official vehicles provided by the Employer for utilization of employees in the performance of their duties will at a minimum be solid screened caged vehicles, except for the K-9 officer.

4. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.

5. Official vehicles provided by the Employer will all comply with emergency vehicle light designation. All vehicles will be equipped the same and placement of equipment will be the same. The only change to this will be if mutually agreed upon between GCSOA and Employer due to new technology or vehicle model changes.

B. Portable Radios.

1. The Employer agrees to issue all officers covered by this agreement a portable radio with a home charger. The portable radio ID that will be displayed will be the officers badge number. Once an officer is assigned a badge number, that number shall be permanent unless the Employer changes all of the badge numbers in the Department.

C. Training Academy Schedule/Training Schools.

1. Employees who are required to attend a training academy will follow the schedule of the academy/school while enrolled at the academy/school.

D. Bulletproof Vests.

1. Upon successful completion of training at the police academy, Sheriff Officers will be furnished with a bullet proof vest, as soon as practicable. An employee shall not be required to work any post without a vest. Said vest shall be replaced every

five (5) years from the date of issue at-the-expense of the Employer and shall be of at least the same quality as the initial vest and of the greatest threat level available at the time of replacement.

E. Ammunition and Targets.

1. Employees who are required to qualify with a hand weapon will be furnished with not less than ten (10) targets and four hundred (400) rounds of ammunition per year. These items will be provided by June 1st of each year.

F. Funds Entrusted.

1. Employees shall not be responsible for funds entrusted to their care unless upon a finding of willful negligence or willful misconduct.

ARTICLE XXI

EMPLOYEE RIGHTS

A. Personnel Records.

1. Employees covered by this agreement shall be entitled to inspect their personnel file upon written request and by appointment.

2. Prior to the placing of any material in the employee's personnel file the employee shall be given the opportunity to review such material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee may also submit a written response to such material within ten (10) calendar days after he has reviewed same, and his response will be included in the employee's personnel file.

B. Hearings.

1. Any employee who is facing a disciplinary action shall be entitled to a hearing. Such hearing shall be conducted within thirty (30) days after service of charge, prior to the suspension, unless, in the judgment of the Sheriff or his designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing will be conducted by a person outside to determine the validity of the charges. Prior to any departmental interview, the employee shall be afforded the opportunity for adequate Union representation and the interview will be delayed until representation is present.

C. Re-employment Rights.

1. Permanent employees who sever employment relationship with the Employer in good standing, shall have the right to return to their former position within twenty (20) calendar days of the effective date of separation with no loss of salary, benefits, or seniority. Employees who separate for more than twenty (20) days will not receive credit for contractual benefits lost upon their resignation. The forgoing is in addition to any re-employment rights to which the employee may be entitled through civil service procedures.

D. Seniority.

1. Seniority lists will be developed and posted within thirty (30) days of the signing of this agreement and shall be presumed to be accurate unless a question is raised by an individual, or the GCSOA on behalf of an individual, within ten (10) calendar days

of the posting. The seniority lists will be used for determining vacation selection as well as the scheduling of voluntary and mandatory overtime.

2. Seniority is defined as follows:

a. For all Sheriff Officers hired prior to 5/1/03, seniority shall be defined as the seniority date they held as of that date. For all Sheriff Officers hired after 5/1/03, their seniority shall be defined as the date of sheriff officer certification.

b. Sheriff's Sergeants will be certified time in title.

c. For purposes of upgrade from Sheriff Officer to Sheriff Officer Sergeant, seniority will be defined as seniority as Sheriff Officer. Sheriff Officers must have three years certified time as a sheriff officer. Upgrades shall come from within the unit. Those officers reassigned will be eligible for upgrades in the area where they are assigned for that particular day. Those officers assigned to probation will be eligible for court and County building upgrade. Those officers assigned to school resource will be eligible for field ops upgrade.

3. Shift Bidding.

a. All twelve (12) hour shift assignments, and all 3:00 p.m. to 11:00 p.m. eight (8) hour shift assignments, shall be posted for bid annually in November via email notification, and the posting on necessary bulletin boards. All such bidded shift assignments will commence on January 1st, and end on December 31st. Bids for these assignments shall be submitted by the employee to the Sheriff between November 1st and November 30th. The Sheriff shall respond in writing to the bid requests, and also post the names of the persons filling the shift assignments no later than December 15th.

b. Written requests for posted shift assignments shall be submitted to the Sheriff on forms provided by the Sheriff. The Sheriff's criteria for qualification for a bidded shift assignment shall include, but not be limited to, the Employee's entire personnel record. The Sheriff shall post any criteria to be considered for qualification for a bidded shift assignment; and when all bidders are equally qualified for a posted shift assignment, seniority will be the primary consideration for selection.

c. If no bids are received for a particular bidded shift assignment, then the Sheriff, or his designee, shall have the right to fill any such shift assignment that received no bids in his discretion. Only those shift assignments specifically set out in this paragraph 3 will be posted for bid. All other employee shift assignments shall be determined by the Sheriff, or his designee.

E. Legal Representation. Whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an employee by the County or in criminal proceedings instituted as a result of a complaint on behalf of the County, said employee will be permitted to select an attorney of his choice as his representative, or may designate an attorney from a panel of attorneys selected by the office of County counsel. Reasonable fees for such representation will be paid by the County. In cases of disciplinary proceedings brought against the employee by the County, or in cases of criminal proceedings instituted as a result of a complaint on behalf of the County, the County will pay the reasonable fees, as determined by County counsel, for the selected attorney or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings is dismissed or finally determined in favor of the employee. Attorney fees shall not be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

F. Discussions with Administration. Employer agrees to sit down with representatives of the GCSOA and discuss any outstanding grievances, unfair labor practices, policy or procedure change recommendations, or anything effecting the work environment of the employee. These discussions will take place to foster a better working relationship as well as work out any outstanding issues. These discussions will take place the first week of February, the first week of June, and the first week of December.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Notification of shift change.

1. Employees shall receive at least two (2) weeks notice of the proposed total shift change.

B. Non-Discrimination.

1. There shall be no discrimination by the Employer or the GCSOA against any employee because of the employee's membership in GCSOA or non-membership in the GCSOA. Neither the Employer nor the GCSOA shall discriminate against any employee because of race, creed, color, age, sex, marital status, national origin, sexual orientation or physical challenge.

C. K-9.

1. Employees who are assigned a canine or other animal that was sponsored and trained by the Sheriff's Office shall not be responsible for any monetary expenses to the animals related to the animal's care.

2. Employees assigned a department sponsored K-9 will be issued a vehicle equipped with the appropriate K-9 cage.

3. The employee shall be equipped with the proper shelters and enclosures necessary to secure the animal and to maintain its and the public's safety.

4. If the canine is injured while on duty, the Department will provide medical coverage for three (3) years at a County approved veterinarian.

5. Employer agrees to release employee assigned to canine from duty one (1) hour prior to the end of their shift for K-9 care. Eight (8) hour employees will work seven hours and twelve hour employees will work an eleven (11) hour day. This one hour early release will cover all time provided by the Employer on duty days for canine care. If employee is required to work overtime at the end of their assigned shift, thus prevented them from utilizing the one (1) hour early out policy, the employee will be compensated an additional thirty (30) minutes of overtime on those days at the appropriate overtime rate of pay.

6. On non-duty days; i.e. (days off, vacation, personal leave, etc) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

7. Employees assigned to K-9 that are on extended sick leave (more than three (3) days) or extended vacation (more than five (5) days), the Employer reserves the right to have the canine kenneled, rather than compensate the handler at the appropriate overtime rate of pay. The employee may be permitted to keep his K-9 partner if he so desires, at no cost for overtime to the County if the Employer so permits.

8. The Employer will bear the cost of USPCA membership fees on behalf of the Employee.

D. Separability.

1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

E. Retroactive Aspects.

1. The retroactive aspects of this agreement, including salary and economic benefits shall be retroactive to January 1, 2014 unless otherwise stated, and shall be paid to all employees on the payroll as of June 1, 2014 and/or who retired during the term of this Agreement. All retroactive monies will be paid on or before the thirtieth (30th) day after ratification of this Agreement. All said monies shall be paid by separate check and shall not be included in regular pay.

ARTICLE XXIII

FULLY BARGAINED CLAUSE

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this agreement, neither party will be required to negotiate with respect to any such matter. Any dispute regarding this section shall be determined solely by PERC.

C. This agreement shall not be amended, modified nor supplemented in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXIV

DURATION

A. This Agreement shall be effective January 1, 2014, and continue in effect through December 31, 2018, subject only to the GCSOA's right to negotiate a successor agreement.

B. Negotiation for a successor agreement shall commence during the month of January, 2018 by either party to this agreement notifying the other in writing of its decision to modify or extend the provisions of this agreement.

IN WITNESS WHEREOF, the Employer and the GCSOA have caused this agreement to be executed below.

Gloucester County Sheriff
Officer Association

Board of Chosen Freeholders/
Sheriff of the County of
Gloucester

By: 

By: _____

By: 

By: _____

By: _____

By: _____

SCHEDULE A - SALARY GUIDE
SHERIFF'S OFFICERS¹

	2014 1.95% Increase	2015 1.75% Increase	2016 1.75% Increase	2017 1.75% Increase	2018 1.95% Increase
Step 1	\$40,000	\$40,700	\$41,412	\$42,137	\$42,959
Step 2	\$44,634	\$45,415	\$46,210	\$47,018	\$47,935
Step 3	\$48,691	\$49,543	\$50,410	\$51,293	\$52,293
Step 4	\$52,749	\$53,672	\$54,611	\$55,567	\$56,651
Step 5	\$56,807	\$57,801	\$58,812	\$59,841	\$61,008
Step 6	\$60,864	\$61,929	\$63,013	\$64,116	\$65,366
Step 7	\$64,922	\$66,058	\$67,214	\$68,390	\$69,724
Step 8	\$68,979	\$70,187	\$71,415	\$72,665	\$74,081
Step 9	\$73,037	\$74,315	\$75,616	\$76,939	\$78,439
Step 10	\$77,095	\$78,444	\$79,817	\$81,213	\$82,797
Step 11	\$81,152	\$82,572	\$84,017	\$85,488	\$87,155
Step 12	\$85,220	\$86,711	\$88,229	\$89,773	\$91,523
12 (longevity 2%)	\$86,924	\$88,446	\$89,993	\$91,568	\$93,354
12 (longevity 4%)	\$88,629	\$90,180	\$91,758	\$93,364	\$95,184
12 (longevity 6%)	\$90,333	\$91,914	\$93,523	\$95,159	\$97,015
12 (longevity 8%)	\$92,038	\$93,648	\$95,287	\$96,955	\$98,845
Employees Hired on or After 1/1/14	\$42,610	\$43,356	\$44,114	\$44,886	\$45,762

¹Longevity is frozen as of December 31, 2013.

SCHEDULE A - SALARY GUIDE
SERGEANTS¹

	2014 1.95% Increase	2015 1.75% Increase	2016 1.75% Increase	2017 1.75% Increase	2018 1.95% Increase
	\$93,354	\$94,987	\$96,650	\$98,341	\$100,259
Longevity 2%	\$95,221	\$96,887	\$98,583	\$100,308	\$102,264
Longevity 4%	\$97,088	\$98,787	\$100,516	\$102,275	\$104,269
Longevity 6%	\$98,955	\$100,686	\$102,449	\$104,241	\$106,274
Longevity 8%	\$100,822	\$102,586	\$104,382	\$106,208	\$108,279

¹Longevity is frozen as of December 31, 2013.

APPENDIX A

CLOTHING ISSUE

Initial Issue for Sheriff Officers

- 1 Patrol Hat
- 1 Patrol hat badge
- 3 Class A Pants
- 3 Class A Long Sleeve Shirts
- 3 Class A Short Sleeve Shirts
- 1 Tie
- 2 Breast Badges
- 1 Nameplate
- 1 All Weather jacket with liner
- 1 Pair of Shoes/Boots
- 1 I.D. Wallet
- 1 Raincoat
- 1 Bullet-proof vest
- 1 Sam Browne "type" belt
- 1 radio holster
- 1 leather duty weapon holster (basket weave)
- 1 double ammo magazine pouch (basket weave)
- 1 chemical weapon pouch (basket weave)
- 1 uniform garrison belt
- 1 PR-24 or department issued expandable straight baton
- 1 PR-24 belt holder or appropriate baton holder
- 4 leather basket weave belt keepers
- 1 handcuff case (basket weave)
- 1 Pair of handcuffs
- 1 Handcuff Key
- 1 Golf style shirt
- Gas Mask w/cartridge
- Patrol Hat Raincover
- 1 Off-duty holster and magazine pouch

APPENDIX B

EIGHT-HOUR SHIFT SCHEDULE

S	M	T	W	T	F	S
X	O	O	O	O	O	X
X	O	O	O	O	O	X

7:00AM - 3:00PM

8:00AM - 4:00PM

8:30AM - 4:30PM

9:00AM - 5:00PM

3:00PM - 11:00PM¹

¹Effective October 1, 2014.

APPENDIX C

TWELVE-HOUR SCHEDULE

WEEK 1

<u>SHIFT</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
<u>A</u>	X	D	D	X	X	D	D
<u>B</u>	D	X	X	D	D	X	X
<u>C</u>	X	N	N	X	X	N	N
<u>D</u>	N	X	X	N	N	X	X

WEEK 2

<u>SHIFT</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
<u>A</u>	D	X	X	D	D	X	X
<u>B</u>	X	D	D	X	X	D	D
<u>C</u>	N	X	X	N	N	X	X
<u>D</u>	X	N	N	X	X	N	N

D = DAY 6:00AM - 6:00PM changed to 8:00AM - 8:00PM

N = NIGHT 6:00PM - 6:00AM changed to 8:00PM - 8:00AM¹

X = OFF

¹Changes effective January 1, 2015.

APPENDIX D

FLEX SCHEDULE

The Employer agrees to allow the employees assigned to the field operations division to flex their schedule at the employee's request with the approval of the Sheriff or Sheriff's designee who will be readily available to approve such requests.

The Sheriff shall be entitled to offer a change in work schedule (limited to hours of work only) up to a total of 12 times for the Sheriff's Office in each calendar year for purposes of warrants, arrests, and raids, without having to pay overtime for that eight (8) hour period. No employee shall have his/her work schedule or regularly scheduled day off changed at any time for the purpose of avoiding payment of overtime, nor shall any employee be required to accept this assignment. Initially, this work will be offered to the field operations unit prior to it being offered to officers in any other unit.

Field Operations Unit – defined as the officers assigned to the unit who are responsible for executing warrants, civil process service, and any identification work performed by the Sheriff Office.

APPENDIX E
Retiree Prescriptions

The following is a side letter agreement between the Gloucester County Sheriff Officer's Association, PBA Local 122 ("Union") and the County of Gloucester (the "County" or the "Employer") (collectively referred to as the "Parties"), who hereby agree as follows:

1. This Agreement applies to retired employees who receive post-retirement prescription benefits paid for by the Employer pursuant to a collective bargaining agreement between the County and the Union. Such retired employees shall be referred to herein as "eligible retirees."

2. The County will reimburse eligible retirees for the excess costs which they will incur for prescription co-payments under State Health Benefits Program on or after July 1, 2014, as compared to what they would have incurred for the same prescription benefits under the corresponding SHPB plan had they remained active employees with the County.

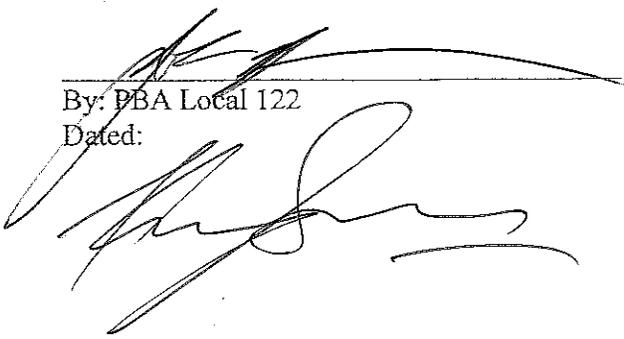
3. Eligible retirees may submit claims for reimbursement of these excess co-payments by submitting a claim form to the Gloucester County Human Resources Department identifying the actual charges for each prescription and the date the prescription was filled, together with a receipt or other statement from the pharmacy or the prescription benefits manager verifying the charges. Each claim must cover at least one full calendar quarter. (See attached forms).

4. The attached claim form will be duplicated and made available to retirees for the purposes of submitting claims.

5. The County will notify all current eligible retirees in writing of the reimbursement program and will provide claim forms to employees upon request. Notice, together with claim forms, will also be provided to employees upon becoming eligible retirees.

6. This Agreement shall be attached to any collective bargaining agreement executed by the Parties.

By: PBA Local 122
Dated:



By: County of Gloucester
Dated:

A-5

**RESOLUTION APPOINTING A MEMBER
OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

WHEREAS, investments in training and education foster high skill/high wage jobs, provide economic leadership and offer a better standard of living for our citizens; and

WHEREAS, to remain economically competitive, a strategy must be developed for an integrated education and job training system based on current and future local labor market demands; and

WHEREAS, a coordinated workforce readiness system in concert with an economic development strategy, will maximize the effectiveness of Federal, State and local resources in promoting a high quality, globally competitive workforce; and

WHEREAS, there exists a current county Workforce Investment Board serving the Gloucester County area; and

WHEREAS, a vacancy exists on the Workforce Investment Board due to the resignation of John Biondi, which vacancy the Board of Chosen Freeholders desires to fill; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid appointment to fill said vacancy; and

WHEREAS, it has been further determined that the individual to be appointed is qualified, and desirous of serving in said Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that **Louis R. Jiacopello** is hereby appointed to the Gloucester County Workforce Investment Board to fill the unexpired term of John Biondi, which term expires on December 31, 2014; and

BE IT FURTHER RESOLVED that said appointment is 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 held on Wednesday, August 20, 2014 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION**

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

1. Name Louis R. Jacopello
2. Home Address [REDACTED]
3. Home Phone [REDACTED]
Work Phone [REDACTED]
Cell Phone [REDACTED]
Fax [REDACTED]
Email [REDACTED]

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

1. Employer/Address IBEW JATC
1125 Black Horse Pike
Folsom N.J. 08037
2. Years with employer 1
3. Position/Title Training Director
4. Number of years in current position 1

5. Do you have any hiring responsibilities? NO
6. Provide a brief description of your job duties.
Everyday operations of our apprentice
program for IBEW Local 351

D. ORGANIZATION/BUSINESS

1. Name of Organization Joint Apprenticeship and Training Committee, Southern New Jersey Electrical Workers
2. Business Telephone 609-561-8515
 Business Fax 609-561-8375
3. What service/product does the business provide? _____
To educate young men & women to become
journeymen & women in the electrical
field
4. Size of organization/business 200 men & woman
- Owner, Chief Executive, Chief Operating Officer, other/
 Please specify:

Name(s)	Title
<u>George Brestle</u>	<u>Chairman</u>
<u>Ed Cant</u>	<u>Secretary / Business Manager</u>
_____	_____
_____	_____

5. Status of Organization/Business
- A. Public Agency _____
- B. Private for Profit _____
- C. Private, Non Profit _____
- D. Community Based Organization _____
- E. Educational Agency ✓ _____

E. OTHER

1. Have you served on committees in the past? NO
If yes, please list those committees and what role you played on the committee. _____

2. Please indicate previous community involvement.
N.J. STATE Football official
Absecon Fire Dept.

3. Please list professional/civic associations to which you belong.

4. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
YES
5. Will your business obligations allow you to devote the time to attend monthly meetings. YES

F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development
2. Communications/Marketing _____
3. Community Needs Assessment _____
Sub-committees:
 - a. Literacy _____
 - b. Disability _____
4. Coordination _____
6. Resource Analysis/Performance Management _____
7. Youth Council _____

Louis P. Jarell
Signature

7/2/14
Date

A-6

RESOLUTION TO CONTRACT WITH COMM SOLUTIONS IN THE AMOUNT OF \$14,982.06 FROM SEPTEMBER 18, 2014 TO SEPTEMBER 17, 2015

WHEREAS, the County of Gloucester requires support and maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw to cover the established strategic county backup and recovery site for Emergency Management in Clarksboro and to also support the existing Information Technology facility in Clayton keeping with our Strategic Information Technology Plan. Comm Solutions is the distributor for ExaGrid – the manufacturer of required proprietary hardware and software; 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 \$14,982.06 pursuant to CAF#14-06712, 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 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 a contract with Comm Solutions for the support and maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw systems for total contract amount of \$14,982.06 from September 18, 2014 to September 17, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AB

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

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

QUOTE

Date	Quote #
07/18/14	CSCQ82445

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

Phone:
Fax:

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

Ln #	Qty	Description	Unit Price	Ext. Price
1		Coverage Dates: 9/18/2014 - 9/17/2015		
2	1	EX-20GRID-1YRMS-S-RN WL 5x8 One Year Support & Maintenance Renewal for ExaGrid EX20Grid Raw 48TB Capacity System SN: CT412082000005 SN: CT412082401289	\$10820.38	\$10820.38
3	1	EX-1YR-MS-S-RNWL 5X8 One Year Support & Maintenance - Renewal for ExaGrid EX7000 Raw - 16TB Capacity System SN: CT412082000004	\$4161.68	\$4161.68
4		SubTotal		\$14982.06
Please reference this quote number and send your purchase orders to "orders@commsolutions.com" or Fax: (610) 514-9630..			SubTotal	\$14,982.06
Please send your quote requests to "quotes@commsolutions.com".			Sales Tax	\$0.00
			Shipping	TBD
			Total	\$14,982.06

Comm Solutions does not accept any returns. We pass through manufacturers return policies where applicable. Be aware that not all manufacturers accept returns.

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.

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: JOHN 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.

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

THIS CONTRACT is made effective this 18th day of September, 2014, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **COMM SOLUTIONS** with offices at 140 Quaker Lane, Malvern, Pennsylvania 19355 hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the County of Gloucester needs continuation Support and Maintenance of the ExaGrid EX20-Grid Raw and the ExaGrid EX7000 Raw to cover the established Strategic County Backup and Recovery Site for Emergency Management in Clarksboro and to also support the existing Information Technology facility in Clayton keeping with our Strategic Information Technology Plan. Comm Solutions is the distributor for ExaGrid – the manufacturer of required proprietary hardware and software; 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 Contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

TERMS OF AGREEMENT

1. **TERM.** Contractor shall provide the ExaGrid Ex-20 Raw and the ExaGrid Ex7000 Raw for the backup and recovery site program from September 18, 2014 to September 17, 2015.
2. **COMPENSATION.** The total contract amount is \$14,982.06. 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.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Comm Solutions Quote #CSCQ62445 dated 7/18/14, which are incorporated herein and made a part hereof by reference.

- 5x8 One Year Support & Maintenance – Renewal for ExaGrid EX20-Grid Raw – 48TB Capacity System (SN: CT412082000005 & SN: CT412082401289) = \$10,820.38
- 5x8 One Year Support & Maintenance – Renewal for ExaGrid EX7000 Raw – 16TB Capacity System (SN: CT412082000004) = \$4,161.68

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP or Bid Specifications, whichever the case may be, 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 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 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 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor 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 Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor 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.** 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. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

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

14. **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.

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

THIS CONTRACT is effective as of this 18th day of September, 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:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COMM SOLUTIONS

BY: _____

(Please Print Name)

AL

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-06712 DATE 8/4/14

BUDGET NUMBER 4-01-20-140-001-20370

AMOUNT OF CERTIFICATION \$ 14,982.06

DEPARTMENT I.T.

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

One (1) Yr. Support + Maint. of the ExaGrid EX-20 Row and the ExaGrid EX7000 Row for the back up and recovery site for Emergency Mgt. in Clarksboro and also Support for I.T. Facility in Clayton

VENDOR NAME Comm Solutions

ADDRESS 140 Quaker Lane

CITY/STATE/ZIP Malvern, PA 19355

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 8-6-14

FREEHOLDER MEETING DATE August 20, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

B-1

**RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNICATIONS
EQUIPMENT FROM MOTOROLA COMMUNICATIONS, INC., THROUGH STATE
CONTRACT #A83909, IN AN AMOUNT NOT TO EXCEED \$200,000.00,
FROM JUNE 1, 2014 TO MAY 31, 2015**

WHEREAS, the County of Gloucester Emergency Response Center, dispatches first responders in time of need through a two-way radio system, which system's infrastructure is made up of base stations, comparators, and receivers; and

WHEREAS, there is a need to purchase communications equipment for the County, as emergency communications for Gloucester County's first responders are dependent upon said radio system; and

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

WHEREAS, it has been determined that the County can purchase the said communications equipment from Motorola Communications, Inc., in an amount not to exceed \$200,000.00, through State Contract #A83909; and

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$200,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2015 is conditioned upon the approval of the 2015 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase communications equipment for the County of Gloucester, specifically, base stations, comparators, receivers, two-way radios and radio repair parts from Motorola Communications, Inc., in an amount not to exceed \$200,000.00, through State Contract #A83909.

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, County of Gloucester and State of New Jersey held on Wednesday, August 20, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$8,600.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 1, 2014 authorizing the execution of two contracts, one of which was with St. John of God Community Services for the provision of an Alternative Work Experience Program (AWEP); and

WHEREAS, the maximum amount of the original contract with St. John of God Community Services was \$160,000.00. Additional available funding has become available for AWEP in the amount of \$8,600.00. Applying this will result in a maximum contract amount of \$168,600.00; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the contract amount, 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 whatsoever.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that Freeholder Director be and are hereby authorized to execute and Clerk of the Board to attest to the Amendment to increase the contract with St. John of God Community Services by the maximum contract amount of \$8,600.00 for the provision of an Alternative Work Experience Program (AWEP); and

BE IT FURTHER RESOLVED that 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 20, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

**AMENDMENT TO CONTRACT
BETWEEN
ST. JOHN OF GOD COMMUNITY SERVICES
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract originally entered into on the 1st day of July, 2014, by and between St. John of God Community Services, 1145 Delsea Drive, Westville, NJ 08093, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

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

The Contract is increased due to \$8,600.00 of additional funding becoming available and must be used for an Alternative Work Experience Program (AWEP), resulting in a new total maximum contract amount of \$168,600.00.

All other terms and provisions of the contract and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 20th day of August, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ST. JOHN OF GOD COMMUNITY SERVICES

**BY: MUNCIE BUCKALEW
TITLE: EXECUTIVE DIRECTOR**

CD

RESOLUTION TO PURCHASE 2014 FORD F150 4WD PICK-UP TRUCK FROM WINNER FORD FOR THE TOTAL AMOUNT OF \$19,899.00 THROUGH STATE CONTRACT #A85437

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

WHEREAS, the County of Gloucester (hereinafter the "County") Department of Public Works, Division of Fleet Management, has a need for a new truck and will purchase a 2014 Ford F150 4WD pick-up truck which is equipped with a V8 engine, automatic transmission, air conditioning, anti-lock brakes and other features set forth on the bill of sale (hereinafter the "truck"); and

WHEREAS, the County opts to purchase the specified truck from Winner Ford located at 250 Berlin Road, Cherry Hill, NJ 08034, for the total amount of \$19,899.00 through State authorized contract #A85437; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the total amount of \$19,899.00 for the purchase of the truck pursuant to CAF# 14-06666 and it shall be charged against budget line item #4-01-26-315-001-20672.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a 2014 Ford F150 with features and specifications as set forth on the bill of sale for the total amount of \$19,899.00 through State authorized contract #A85437; and

BE IT FURTHER RESOLVED, the Freeholder Director and County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary to complete the purchase.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 20, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C2

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-066666 DATE 8/1/14

BUDGET NUMBER 4-01-26-315-001-20072

AMOUNT OF CERTIFICATION \$ 19,899.00

DEPARTMENT Fleet Mgt.

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

2014 F150, 4WD Pick up truck, Reg Cab,
8ft. bed, V8 Engine, Color: Oxford White,
AM/FM Sterio w/TWO speakers, AC,
4 Wheel Anti-Lock Brakes

VENDOR NAME Winner Ford

ADDRESS 250 Berlin Rd.

CITY/STATE/ZIP Cherry Hill, NJ 08034-3409

DEPARTMENT HEAD APPROVAL

PURCHASING AGENT [Signature] DATE 8-1-14

FREEHOLDER MEETING DATE August 20, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

C-3

RESOLUTION APPROVING A CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES ON COUNTY CARS AND LIGHT TRUCKS IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM SEPTEMBER 5, 2014 TO SEPTEMBER 4, 2015

WHEREAS, the County of Gloucester advertised in PD #014-031 for the receipt of public bids for collision repairs on County owned cars and light trucks; and

WHEREAS, bids were publicly received and opened on July 10, 2014 and after following proper bid opening and evaluation procedure, it was determined that South Jersey Truck Repairs with an address of 500 Cenco Boulevard, Clayton, NJ 08312, was the lowest responsive and responsible bidder to provide said services, in an amount not to exceed \$30,000.00; and

WHEREAS, the contract shall be awarded for a one (1) year period from September 5, 2014 to September 4, 2015, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the contract shall be for estimated units of service and will therefore be open-ended. Accordingly, the County of Gloucester is not obligated to make any purchase, and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget, and any extension would be subject to approval of subsequent County budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Contract with South Jersey Truck Repairs in accordance with PD #014-031 and the prices set forth within their bid proposal for vehicle collision repairs on County owned cars and light trucks from September 5, 2014 to September 4, 2015 is approved in an amount not to exceed \$30,000.00 and the Freeholder Director or his designee is authorized to execute the Contract; 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, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH JERSEY TRUCKS REPAIRS**

THIS CONTRACT is made effective the 5th day of **September, 2014** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **SOUTH JERSEY TRUCKS REPAIRS**, with offices at 500 Cenco Boulevard, Clayton, N.J. 08312, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need to contract for vehicle collision repairs on County owned cars and light trucks as per PD #014-031; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from September 5, 2014 to September 4, 2015, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods.
2. **COMPENSATION.** The Contract shall be for an amount not to exceed \$30,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in Bid Specifications (hereinafter "Specifications") as per PD# 014-031.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are both incorporated into, and made part of this Contract, by reference.

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

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

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

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

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

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, 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.

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT is made effective the 5th day of **September, 2014**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH JERSEY TRUCKS REPAIRS

ROBERT WOODSON, OWNER

<p>PD 014-031 Bid Opening 7/10/2014 10:00am</p>			
<p>SPECIFICATIONS AND PROPOSAL FORM COVERING VEHICLE COLLISION REPAIRS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 16GLCP</p>			
<p>VENDOR: South Jersey Truck Repairs 500 Cenco Blvd. Clayton, NJ 08312 Robert Woodson 856 442-0850 856 442-0853 Fax</p>		<p>VENDOR: Steves Auto Repair Inc. 3720 Rt. 47 Sicklerville, NJ 08081 Steven Rainier 856 629-0655 856 728-9320 Fax</p>	
<p>VENDOR: Walter V. Clarke Jr. Inc. T/A Pete Clark & Sons 491 E. High St. P.O.Box 252 Glassboro, NJ 08028 Walter V. Clark Jr. 856 881-2333 856 881-2346 Fax</p>			
ITEM	DESCRIPTION	CARS AND LIGHT TRUCKS PER HOUR	CARS AND LIGHT TRUCKS PER HOUR
1	BODY LABOR	\$35.00	\$35.00
2	PAINT LABOR	\$35.00	\$35.00
3	PAINT SUPPLIES LABOR	\$16.00	\$18.00
4	DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE	10%	5%
<p>Variations: (if any)</p>			
<p>THE PERIOD OF THE CONTRACT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO YEAR PERIOD OR TWO (2) ONE YEAR PERIODS</p>			
<p>Will you extend your prices to local government entities within the County</p>			
		YES	YES
<p>Bid specifications sent to:</p>			
Prime Vendor Inc. Riehl's Towing & Maintenance		Malta Autobody Collision	Johnny's Collision
<p>Based upon bids received I recommend the bid be awarded to South Jersey Truck Repairs for cars and light trucks as the lowest responsive responsible bidder.</p>			
		Sincerely,	
		Robert J. McErlane	
		Purchasing	

C-4

RESOLUTION APPROVING A CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES ON COUNTY HEAVY DUTY TRUCKS IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM SEPTEMBER 5, 2014 TO SEPTEMBER 4, 2015

WHEREAS, the County of Gloucester advertised in PD #014-032 for the receipt of public bids for collision repairs on County owned heavy duty trucks one (1) ton or greater; and

WHEREAS, bids were publicly received and opened on July 10, 2014 and after following proper bid opening and evaluation procedure, it was determined that South Jersey Truck Repairs with an address of 500 Cenco Boulevard, Clayton, NJ 08312, was the lowest responsive and responsible bidder to provide said services, in an amount not to exceed \$30,000.00; and

WHEREAS, the contract shall be awarded for a one (1) year period from September 5, 2014 to September 4, 2015, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the contract shall be for estimated units of service and will therefore be open-ended. Accordingly, the County of Gloucester is not obligated to make any purchase, and therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2014 is conditioned upon the approval of the 2015 Gloucester County budget, and any extension would be subject to approval of subsequent County budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Contract with South Jersey Truck Repairs in accordance with PD #014-032 and the prices set forth within their bid proposal for vehicle collision repairs on County owned heavy duty trucks one (1) ton or greater from September 5, 2014 to September 4, 2015 is approved in an amount not to exceed \$30,000.00 and the Freeholder Director or his designee is authorized to execute the Contract; 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, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH JERSEY TRUCKS REPAIRS**

THIS CONTRACT is made effective the 5th day of **September, 2014** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **SOUTH JERSEY TRUCKS REPAIRS**, with offices at 500 Cenco Boulevard, Clayton, N.J. 08312, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need to contract for vehicle collision repairs on County owned heavy duty trucks one (1) ton or greater as per PD #014-032; and

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from September 5, 2014 to September 4, 2015, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods.
2. **COMPENSATION**. The Contract shall be for an amount not to exceed \$30,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in Bid Specifications (hereinafter "Specifications") as per PD# 014-032.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are both incorporated into, and made part of this Contract, by reference.

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

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

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

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

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

subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, 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.

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT is made effective the 5th day of **September, 2014**.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

SOUTH JERSEY TRUCKS REPAIRS

ROBERT WOODSON, OWNER

<p>PD 014-032 Bid Opening 7/10/2014 10:00am</p>	<p>7/10/2014</p>	<p>VENDOR: South Jersey Truck Repairs 500 Cenco Blvd. Clayton NJ 08312 Bob Woodson Owner/Pres. 856 442-0850 856 442-0853 Fax</p>	<p>VENDOR: Steves Auto Repair Inc. 3220 Rt. 42 Sicklerville, NJ 08081 Steven Rainier/Pres. 856 629-0655 856 728-9320 Fax</p>	<p>VENDOR: Plug In Trucks Corp.DBA Nassau Suffolk Truck 101 Cleveland Ave. Bayshore, NY 11706 Kirk Lombardi/Pres 631 667-9700 631 242-1221 fax</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>	<p>COLLISION REPAIRS FOR TRUCKS 1 TON AND GREATER</p>		
<p>SPECIFICATIONS AND PROPOSAL FORM COVERING HEAVY DUTY TRUCK COLLISION REPAIRS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 18GLCP</p>										
<p>DESCRIPTION</p>										
<p>1 BODY LABOR</p>	<p>\$53.00</p>							<p>\$52.00</p>		
<p>2 PAINT LABOR</p>	<p>\$53.00</p>							<p>\$52.00</p>		
<p>3 PAINT SUPPLIES LABOR</p>	<p>\$26.00</p>							<p>\$24.00</p>		
<p>4 DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE</p>	<p>At Cost - What Dealer Charges</p>								<p>11%</p>	
<p>Variations: (if any)</p>	<p>NONE</p>								<p>10%</p>	<p>11%</p>
<p>THE PERIOD OF THE CONTRACT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO YEAR PERIOD OR TWO (2) ONE YEAR PERIODS</p>	<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.A.C. 13:21-21.2 as required in bid</p>								<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.A.C. 13:21-21.2 as required in bid</p>	<p>Bid is rejected for not enclosing a copy of State Autobody Facility License N.J.A.C. 13:21-21.2 as required in bid</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>								<p>YES</p>	<p>YES</p>
<p>Bid specifications sent to:</p>	<p>Prime Vendor Pete Clark & Sons</p>								<p>Riehl's Towing and Maintenance</p>	<p>Malta Autobody Collision Experts</p>
<p>Based upon bids received I recommend a contract be awarded to South Jersey Truck Repairs for trucks 1 ton and greater as the lowest responsive responsible bidder.</p>	<p>Sincerely,</p>								<p>Robert J. McEriane Purchasing</p>	

CU

RESOLUTION EXTENDING THREE CONTRACTS FOR THE SUPPLY OF TRAFFIC SIGNAL PARTS AND COMPONENTS FROM AUGUST 8, 2014 TO AUGUST 7, 2015, WITH TRAFFIC PARTS, INC. IN AN AMOUNT NOT TO EXCEED \$11,928.25, GENERAL TRAFFIC EQUIPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$62,195.00, AND SIGNAL CONTROL PRODUCTS, INC. IN AN AMOUNT NOT TO EXCEED \$631,987.50

C5

WHEREAS, the Board of Chosen Freeholders for the County of Gloucester (hereinafter the "County") adopted a Resolution on August 8, 2012 approving split bid contracts for the supply and delivery of traffic control parts and components with **Traffic Parts, Inc.** (herein after "TPI"), **General Traffic Equipment Corp.** (hereinafter "General Traffic"), and **Signal Control Products, Inc.** (hereinafter "Signal Control"). Thereafter a one year extension was adopted by the County on September 18, 2013, and the Purchasing Director has now recommended exercising the option to extend the said contracts for the final allowable one (1) year period from August 8, 2014 to August 7, 2015; and

WHEREAS, TPI with an address of PO Box 837, Spring TX 77383, was contracted for the supply and delivery certain of the said parts and components, specifically bid items 8, 17, 19, 20, 22A, 26, 27, 52, 53 and 74, on an as needed basis for all County Departments, per County Bid PD-012-016; and

WHEREAS, General Traffic with an address of 259 Broadway, Newburgh, NY 12550, was contracted for the supply and delivery certain of the said parts and components, specifically bid items 2, 4, 7, 14, 15, 23-25, 28-32, 34, 35, 41, 42, 49, 54, 61, 75, 82 and 83, on an as needed basis for all County Departments, per County Bid PD-012-016; and

WHEREAS, Signal Control with an address of 199 Evans Way, Branchburg, NJ 08876, was contracted to supply and deliver certain of the said parts and components, specifically bid items 1, 3, 5, 6, 9-13, 16, 18, 21, 22, 32-33, 36-40, 43-48, 50-53, 55-60, 62-73, 76-79, 81, 83, 84, 85 and 87-89, on an as needed basis for all County Departments, per County Bid PD-012-016; and

WHEREAS, the contracts are for estimated units of service and/or materials in an amount not to exceed \$11,928.25 with TPI; \$62,195.00 with General Traffic; \$631,987.50 with Signal Control and are open ended, which does not obligate the County to make any purchases so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, the continuation of this contract beyond December 31, 2014 is conditioned upon approval of the 2015 Gloucester County Budget and all terms and provisions of the previously executed contract, with the exception of the extension of the term, shall continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester hereby exercises its option to extend the term of the contracts with TPI, General Traffic and Signal Control to supply and deliver certain parts and components for an additional one (1) year period from August 8, 2014 to August 7, 2015, in amounts not to exceed \$11,928.25 with TPI, \$62,195.00 with General Traffic, and \$631,987.50 with Signal Control per year. The County Purchasing Director is directed to inform TPI, General Traffic and Signal Control.

BE IT FURTHER RESOLVED, that before any purchase be made pursuant to the aforesaid contract, a certification shall 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 Chosen Freeholders of the County of Gloucester, held on Wednesday, August 20, 2014 at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

C-6

RESOLUTION TO CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FOR THE COUNTY SIGNAL MAINTENANCE PROJECT FROM AUGUST 20, 2014 TO AUGUST 19, 2015 IN AN AMOUNT NOT TO EXCEED \$213,350.00

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the "2014-15 Gloucester County Traffic Signal Maintenance Project", Engineering Project #14-14 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on August 8, 2014 and after following proper public bidding procedure, it was determined that Techna-Pro Electric, LLC (hereinafter "Techna-Pro"), with an office address of 100 Pike Road, Bldg B, Mount Laurel, NJ 08054, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for an amount not to exceed \$213,350.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend award this contract to Techna-Pro for a term of one (1) year from August 20, 2014 to August 19, 2015 in an amount not to exceed \$213,350.00. This Contract is for estimated units of service which does not obligate the County to make any purchase and therefore no Certificate of Availability of Funds is required at this time; 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 continuation of this contract beyond December 31, 2014 would be conditioned upon the approval of the 2015 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to a contract with Techna-Pro for an amount not to exceed TWO HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$213,350.00), per the unit prices submitted in its bid for the period beginning August 20, 2014 and ending August 19, 2015; and

BE IT FURTHER RESOLVED, that before any purchase be made or service rendered pursuant to the said contract that a certification shall be obtained from the Purchasing Agent for the County certifying that sufficient funds are available at that time for that 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, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

CL

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
TECHNA-PRO ELECTRIC, LLC**

THIS CONTRACT is made effective this **20th** day of **August 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 **Techna-Pro Electric, LLC**, a New Jersey Corporation, with offices at 100 Pike Road, Bldg B, Mount Laurel, NJ 08054, 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 "2014-15 Gloucester County Traffic Signal Maintenance Project," Engineering Project #14-14 (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. **TERM.** This Contract shall be effective for a one (1) year term from August 20, 2014 to August 19, 2015.

2. **COMPENSATION.** This Contract is an open-ended contract and shall be for an amount not to exceed \$213,350.00. The Contract shall be for estimated units of service and materials, as set forth in the Bid Specifications for bid 14-14 (hereinafter the "Specifications"), and the Contractor's Bid Proposal (hereinafter the "Proposal"). The Contractor shall supply and deliver all services and materials at this prices and price per unit as set forth in the Proposal. Since this is an open-ended contract, the County is not required to make any purchases hereunder.

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 and the Proposal, which are both incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall supply and deliver services and materials to the County for the Project, as needed and requested by the County.

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.

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

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

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

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

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

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

5. **LICENSING 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 **20th** day of **August, 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

TECHNA-PRO ELECTRIC, LLC

By: _____

(Please Print Name)

Office of the County Engineer
County of Gloucester

2014-15 Gloucester County Traffic Signal Maintenance Project
Engineering Project #14-14

Bid Date: Wednesday, August 08, 2014 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-14

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	Travel Time, Normal Work Hours	MH	200	\$129.75	\$25,950.00		
2	Travel Time, Overtime Hours	MH	150	\$200.75	\$30,112.50		
3	Travel Time, Federal Holiday Hours	MH	50	\$303.75	\$15,187.50		
4	Job Time, Normal Work Hours	MH	150	\$129.75	\$19,462.50		
5	Job Time, Overtime Work Hours	MH	100	\$200.75	\$20,075.00		
6	Job Time, Federal Holiday Hours	MH	50	\$303.75	\$15,187.50		
7	Inspection Time	MH	150	\$118.50	\$17,775.00		
8	Bucket Truck	MH	800	\$37.00	\$29,600.00		
9	Equipment Allowance	Cost	--				
Total Bid					\$213,350.00	Total Bid	

bidder 1 of 1
Techna-Pro Electric, LLC
100 Pike Road, Bldg B
Mount Laurel, NJ 08054
Michael W. Cerula, President
mcerula@techna-pro.com
p 856.802.9940 f 856.802.9944

Vincent M. Voltaggio, P.E.
Gloucester County Engineer

created: June 12, 2013
completed: June 28, 2013

\\projects\14-14\Summary of Bids\14-14 Summary of Bids

CL

C-1

**RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH
ZONE STRIPING, INC. FOR COUNTYWIDE STATE AID ROADWAY SAFETY
PROJECT FOR THE TOTAL AMOUNT OF \$113,332.07**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the county road improvement project known as "Countywide State Aid Roadway Safety Project, Gloucester County" Engineering Project #13-06SA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was previously awarded to Zone Striping, Inc. (hereinafter Zone) with an office address of 501 New Jersey Avenue, Glassboro, NJ 08028 in the amount of \$378,333.77 on March 13, 2013 (hereinafter the "Contract") following all public bidding procedures set out in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and regulations promulgated thereunder; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #01-Final for the Contract, which would decrease the total amount of the Contract for the Project by \$113,332.07, resulting in a new total contract amount of \$265,001.70; and

WHEREAS, the said Change Order Decrease #01-Final is for final as-built quantities to reflect reductions and extras adjusting the contract quantities based on work completed; and

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

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-Final to decrease Zone's Contract with the County for the Project in the amount of \$113,332.07, resulting in a new total contract amount of \$265,001.70, be, and the same is approved and the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the said Change Order for the aforementioned purposes on behalf of the County; and
2. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to any required New Jersey Department of Transportation documents regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 & FINAL
STATE AID PROJECT**

PROJECT	Countywide State Aid Roadway Safet Project
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Zone Striping, Inc.

The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

Item No.	Description	REDUCTIONS	Quantity (+/-)	Unit Prices	Amount
5	Traffic Stripes, Long Life, Epoxy Resin		94727	\$0.21	\$19,892.87
6	Traffic Markings, Symbols, Long Life, Thermoplastic		114	\$4.90	\$558.60
8	Removal of Traffic Stripes and Markings		529	\$0.50	\$264.50
9	Beam Guide Rail		700	\$19.00	\$13,300.00
10	Tangent Guide Rail Terminal		4	\$1,995.00	\$7,980.00
11	Flared Guide Rail Terminal		4	\$1,995.00	\$7,980.00
12	Controlled Release Terminal Anchorage		4	\$1,350.00	\$5,400.00
13	Beam Guide Rail Post		200	\$62.00	\$12,400.00
14	Beam Guide Rail Post, 8' Long		100	\$75.00	\$7,500.00
15	Beam Guide Rail Element		500	\$7.00	\$3,500.00
16	Reset Beam Guiderrail using Existing Posts		500	\$5.00	\$2,500.00
17	Beam Guide Rail Anchorage		4	\$995.00	\$3,980.00
18	Thrie Beam, Guide Rail, Bridge		100	\$89.00	\$8,900.00
19	Flexible Delineators, Ground Mounted		120	\$70.00	\$8,400.00
20	Raised Pavement Markers		247	\$26.00	\$6,422.00
21	Removal of Raised Pavement Markers		20	\$10.00	\$200.00
22	Removal & Replacement of RPM Lens		440	\$10.00	\$4,400.00
Total Reductions					\$113,577.77
EXTRAS					
7	Traffic Markings, Lines, Long Life Thermoplastic		409.5	\$0.60	\$245.70
Total Extras					\$245.70

Amount of Original Contract	\$378,333.77	Extras	\$245.70
Amount of Original Contract + Change Order No. 1	\$265,001.70	Supplemental	\$0.00
		Reduction	\$113,577.77
		Total Change	-\$113,332.07
% Change in Contract	-29.9556% Decrease		

Vincent M. Voltaggio 8-5-14
 Vincent M. Voltaggio, P.E. Date
 Gloucester County Engineer

Approved: _____ Date
 (District Engineer) (Local Highway Design)

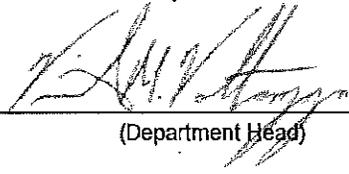
Robert M. Damminger Date
 Freeholder Director

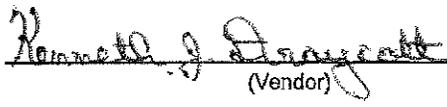
Kenneth J. Damminger 8/5/14
 (Contractor) Date

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Zone Striping, Inc.
PO Box 568
Glassboro, NJ 08028
- 2. Description of Project or Contract: Countywide State Aid Roadway Safety Project
- 3. Date of Original Contract: March 13,2013
- 4. P.O. Number: 13-01833
- 5. Amount of Original Contract: \$378,333.77
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: -\$113,332.07
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$265,001.70

9. Need or Purpose of this Change Order: The reductions and extras are adjustments in the contract quantities based on constructed quantities.

This change order requested by  on 8-5-14
(Department Head) (Date)

Accepted by  on 8/5/14
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damming, Director

To All Vendors:

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

08

RESOLUTION TO CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR ROAD MICROSURFACING PER STATE CONTRACT #A81757 IN AN AMOUNT NOT TO EXCEED \$135,000.00

WHEREAS, the County of Gloucester has determined that there is a need for Microsurfacing at the GCIT Parking Lot, Sewell, and also County Route 655 & County Route 538, Franklin Township, Gloucester County, for the Public Works Department; and

WHEREAS, the County of Gloucester has recommended the use of the State Contract for microsurfacing construction be provided by Asphalt Paving Systems, Inc. (hereinafter "Asphalt Paving Systems"), with an office address of P.O. Box 530, Hammonton, NJ 08037; and

WHEREAS, this contract shall be for an amount not to exceed \$135,000.00 for the roadway microsurfacing for the GCIT parking lot and along County Route 655 and County Route 538, Franklin Township; and

WHEREAS, this contract is exempt from competition through the use of State Contract #A81757 and has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and the vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract pursuant to N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, notwithstanding the status of this Contract as open-ended, the Purchasing Agent has certified the availability of funds in the amount of \$135,000.00, pursuant to CAF# 14-06950 which amount shall be charged against budget line items C-04-13-012-290-12214 (\$92,110.66) and C-04-13-012-290-12214 (\$42,889.34) for an amount not to exceed \$135,000.00.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester will hereby utilize State Contract #A81757 to enter an agreement between the County of Gloucester and Asphalt Paving Systems for microsurfacing the GCIT parking lot in Sewell and along County Route 655 & County Route 538 in Franklin Township, specifically: GCIT:

- Item #1 Roadway Microsurfacing Type II,
- Item #5 Micro Aggregate Emulsion,
- Item #9 Crack Seal for the GCIT parking lot,

Franklin Township:

- Item #3 Road Microsurfacing Type III – 20-30 LB/SY,
- Item #5 Microsurfacing Aggregate Emulsion,
- Item #18 Removal of Old Traffic Stripes, and
- Item #19 Traffic Control, for County Route 655 and County Route 538,

in an amount not to exceed ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00), per the prices submitted in the quotes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 20, 2014, at Woodbury, New Jersey.

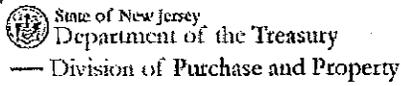


COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK



Notice of Award
 Term Contract(s)

T-2507
 MICROSURFACING PAVMENT SYSTEM - NJDOT

Vendor Information
By Vendor
RFP Documents
Email to MICHAEL PAPPAS

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Index #:	T-2507
Contract #:	81757
Contract Period:	FROM: 07/01/12 TO: 06/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	ASPHALT PAVING SYSTEMS INC PO BOX 530 HAMMONTON, NJ 08037
For Procurement Bureau Use:	
Solicitation #:	22357
Bid Open Date:	04/26/12
CID #:	1039929
Commodity Codes:	913-95
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq, and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:

MICHAEL PAPPAS	PROCUREMENT SPECIALIST	000-000-0000
JONATHAN WALLACE	PROCUREMENT SPECIALIST SUPERVISOR	609-341-2976
ELIZABETH MACKAY	ASSISTANT DIRECTOR	609-292-6817
	PUB DATE:	07/22/14

VENDOR INFORMATION

Vendor Name & Address:	ASPHALT PAVING SYSTEMS INC PO BOX 530 HAMMONTON, NJ 08037
Contact Person:	ROBERT CAPOFERRI
Contact Phone:	609-561-4161
Order Fax:	609-561-0920
Contract#:	81757
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: ASPHALT PAVING SYSTEMS INC		Contract Number: 81757			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 913-95-063405 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROAD MICROSURFACING TYPE II 18 TO 22 LB PER SQUARE YARD ESTIMATED QUANTITY: 2,000 TONS	1.000	TON	N/A	\$57.48000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 913-95-081556 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROAD MICROSURFACING TYPE II LONGITUDINAL JOINT FILLING ESTIMATED QUANTITY 250 TONS	1.000	TON	N/A	\$225.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST	UNIT	%	UNIT PRICE

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 913-95-063406 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROAD MICROSURFACING TYPE III 20 TO 30 LB PER SQUARE YARD ESTIMATED QUANTITY: 500 TONS	1.000	TON	N/A	\$5.00000
00004	COMM CODE: 913-95-063407 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: ROAD MICROSURFACING TYPE III WHEEL RUTS ESTIMATED QUANTITY: 300 TONS	1.000	TON	N/A	\$5.00000
00005	COMM CODE: 913-95-081557 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MICRO-SURFACING AGGREGATE EMULSION ESTIMATED QUANTITY 75000 GALLONS	1.000	GAL	N/A	\$5.50000
00006	COMM CODE: 913-95-063409 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TACK COAT ESTIMATED QUANTITY: 12000 GALLONS	1.000	GAL	N/A	\$2.35000
00007	COMM CODE: 913-95-081558 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: HOT MIX ASPHALT PATCH ESTIMATED QUANTITY 100 TONS	1.000	TON	N/A	\$240.00000
00008	COMM CODE: 913-95-081559 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: FULL DEPTH CONCRETE PAVEMENT REPAIR HOT MIX ASPHALT ESTIMATED QUANTITY 100 SQ. YDS.	1.000	SQ YD	N/A	\$75.00000
00009	COMM CODE: 913-95-063410 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: SEALING OF CRACKS AND JOINTS IN IN HOT MIX ASPHALT-SURFACE COURSE ESTIMATED QUANTITY- 5000 L.F.	1.000	LN FT	N/A	\$1.00000
00010	COMM CODE: 913-95-063411 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION:	1.000	LN FT	N/A	\$5.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	SEALING OF EXISTING CRACKS AND JOINTS IN CONCRETE PAVEMENT ESTIMATED QUANTITY: 5000 L.F.				
00011	COMM CODE: 913-95-063412 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: REMOVAL OF PAVEMENT REFLECTORS AND CASTINGS ESTIMATED QUANTITY: 1000 UNITS	1.000	UNIT	N/A	\$5.00000
00012	COMM CODE: 913-95-063413 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TWO-WAY PLOWABLE BI-DIRECTIONAL AMBER PAVEMENT REFLECTORS AND CASTINGS. ESTIMATED QUANTITY: 500 UNITS	1.000	UNIT	N/A	\$35.00000
00013	COMM CODE: 913-95-063414 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: JOINT REMOVAL - SQUARE YARD ESTIMATED QUANTITY: 100 S.Y.	1.000	SQ YD	N/A	\$5.00000
00014	COMM CODE: 913-95-063415 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN LINEAR FEET ESTIMATED QUANTITY: 100,000 L.F.	1.000	LN FT	N/A	\$.35000
00015	COMM CODE: 913-95-063416 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TEMPORARY TRAFFIC STRIPES - 4" ESTIMATED QUANTITY: 200,000 L.F.	1.000	LN FT	N/A	\$.16000
00016	COMM CODE: 913-95-063417 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TRAFFIC CONTROL, STATE - DAY ESTIMATED QUANTITY: 15 DAYS	1.000	DAY	N/A	\$100.00000
00017	COMM CODE: 913-95-063418 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TRAFFIC CONTROL, STATE, NIGHT TIME ESTIMATED QUANTITY: 15 DAYS	1.000	DAY	N/A	\$4500.00000
00018	COMM CODE: 913-95-063419	1.000	LN FT	N/A	\$.40000

	[CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: REMOVAL OF TRAFFIC STRIPES ESTIMATED QUANTITY: 100,000 L.F.				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 913-95-063420 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TRAFFIC CONTROL, COUNTY & MUNICIPALITY ESTIMATED QUANTITY: 15 DAYS	1.000	DAY	N/A	\$100.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 913-95-063421 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TRAFFIC CONTROL, NIGHT TIME COUNTY & MUNICIPALITY ESTIMATED QUANTITY: 15 DAYS	1.000	DAY	N/A	\$100.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 913-95-082637 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MONO-WHITE RPMS ESTIMATED QUANTITY: 250 UNITS	1.000	UNIT	N/A	\$27.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 913-95-082638 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: MONO AMBER RPMS ESTIMATED QUANTITY: 250 UNITS	1.000	UNIT	N/A	\$27.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 913-95-082639 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: TRAFFIC MARKINGS ESTIMATED QUANTITY: 1000 SQ. FT.	1.000	SQ FT	N/A	\$1.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 913-95-082640 [CONSTRUCTION SERVICES, HEAVY...] ITEM DESCRIPTION: RUMBLE STRIPS ESTIMATED QUANTITY: 20,000 LIN. FT.	1.000	LN FT	N/A	\$.30000

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C8

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

Certificate of Availability of Funds

TREASURER'S NO. 14-06950 DATE August 11, 2014

C-04-13-012-290-12214 (\$92,110.66)
C-04-14-012-290-12214 (\$42,889.34)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$135,000.00) COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION:

Resolution Authorizing Construction of Microsurfacing Resurfacing utilizing State Contract A81757 for use by Public Works for Roadway Microsurfacing at GCIT Parking Lot, and Roadway Microsurfacing along Fries Mill Road, County Route 655 and Coles Mill Road, County Route 538, Franklin Township, Engineering File #GCIT/CR655 & CR538

VENDOR: Asphalt Paving Systems

ADDRESS: PO Box 530
Hammonton, NJ 08037

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

APPROVED
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-13-14

Meeting Date: August 20, 2014

C-9

RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR ROADWORK CONSISTENT WITH ENGINEERING PROJECT 14-15 FROM AUGUST 20, 2014 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$383, 333.77

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the "Countywide State Aid Roadway Safety Project, Gloucester County," Engineering Project #14-15 (hereinafter the "Project"); and

WHEREAS, the Project consists of installation of raised pavement markers, flexible delineators, guide rail replacement, traffic stripes, long life, epoxy resin for edge lines, centerline, lane lines, etc. within the County's jurisdictional limits, as well as construction of traffic markings, lines and symbols and removal of traffic stripes and markings; and

WHEREAS, bids for the Project were properly received, opened in public and reviewed by the County on August 15, 2014 it was determined that Zone Striping, Inc. (hereinafter "Zone"), with an office address of 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028, was the lowest responsive and responsible bidder to for the Project, as set forth in the specifications, and the County's Purchasing and Engineering Departments recommend the award of a contract to Zone in the amount of \$383,333.77; and

WHEREAS, the contract for the Project is being 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 \$383,333.77, pursuant to C.A.F. #14-07127, which amount shall be charged against budget line items C-04-13-013-165-13211 (\$238,000.00) and C-04-14-013-165-13211 (\$145,333.77) for a total amount of \$383,333.77.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and are hereby authorized to execute and the Clerk of the Board to attest to a contract with Zone for the Project in the amount of THREE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND SEVENTY-SEVEN CENTS (\$383,333.77), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ZONE STRIPING, INC.**

THIS CONTRACT is made effective this 20th day of **August 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 **ZONE STRIPING, INC.**, a New Jersey Corporation, with offices at 501 New Jersey Avenue, P.O. Box 568, Glassboro, NJ 08028, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and material required concerning the construction of the County road improvement project known as: "Countywide State Aid Roadway Safety Project, Gloucester County", Engineering Project #14-15 (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 from August 20, 2014 to December 31, 2015.

2. **COMPENSATION.** Contractor shall be compensated in the amount of \$383,333.77 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as Specification No. 14-15 (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 Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

5. **LICENSING 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, 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 Bid, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Bid, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 20th day of August 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

ZONE STRIPING, INC.

By: _____

(Please Print Name)

Office of the County Engineer
County of Gloucester

Countywide State Aid Roadway Safety Project
Engineering Project #14-15

Bid Date: Friday, August 15, 2014

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-15

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2	
				Unit Price	Amount	Unit Price	Amount
1	Flashing Arrow Board (4'x8') mounted on Stripping Truck	1	Unit	\$5,509.77	\$5,509.77	\$1,000.00	\$1,000.00
2	Traffic Control Truck w/ Crash Cushion & Flashing Arrow Board	1	Unit	\$15,828.00	\$15,828.00	\$15,000.00	\$15,000.00
3	Traffic Cones	200	Unit	\$1.00	\$200.00	\$0.01	\$2.00
4	Construction Signs	436	S.F.	\$1.00	\$436.00	\$0.01	\$4.36
5	Traffic Stripes, Long Life, Epoxy Resin	1,000,000	L.F.	\$0.21	\$210,000.00	\$0.25	\$250,000.00
6	Traffic Markings, Symbols, Long Life, Thermoplastic	3,500	S.F.	\$5.00	\$17,500.00	\$4.75	\$16,625.00
7	Traffic Markings, Lines, Long Life Thermoplastic	40,000	L.F.	\$0.55	\$22,000.00	\$0.55	\$22,000.00
8	Removal of Traffic Stripes & Markings	2,000	L.F.	\$0.50	\$1,000.00	\$0.50	\$1,000.00
9	Beam Guide Rail	700	L.F.	\$26.00	\$18,200.00	\$27.30	\$19,110.00
10	Tangent Guide Rail Terminal	4	Unit	\$2,695.00	\$10,780.00	\$2,830.00	\$11,320.00
11	Flared Guide Rail Terminal	4	Unit	\$2,495.00	\$9,980.00	\$2,620.00	\$10,480.00
12	Controlled Release Terminal Anchorage	4	Unit	\$1,295.00	\$5,180.00	\$1,360.00	\$5,440.00
13	Beam Guide Rail Post	200	Unit	\$45.00	\$9,000.00	\$47.25	\$9,450.00
14	Beam Guide Rail Post, 8' Long	100	Unit	\$60.00	\$6,000.00	\$63.00	\$6,300.00
15	Beam Guide Rail Element	500	L.F.	\$6.00	\$3,000.00	\$6.30	\$3,150.00
16	Reset Beam Guide Rail Using Exist Posts	500	L.F.	\$7.00	\$3,500.00	\$7.35	\$3,675.00
17	Beam Guide Rail End Anchorage	4	Unit	\$995.00	\$3,980.00	\$1,045.00	\$4,180.00
18	Thrie Beam Guide Rail, Bridge	100	L.F.	\$95.00	\$9,500.00	\$99.75	\$9,975.00
19	Flexible Delineators, Ground Mounted	120	Unit	\$65.00	\$7,800.00	\$65.00	\$7,800.00
20	Raised Pavement Markers	560	Unit	\$27.00	\$15,120.00	\$24.00	\$13,440.00
21	Removal of Raised Pavement Markers	20	Unit	\$12.00	\$240.00	\$25.00	\$500.00
22	Removal & Replacement of RPM Lens	780	Unit	\$11.00	\$8,580.00	\$10.00	\$7,800.00
				Total Bid	\$383,333.77	Total Bid	\$418,251.36

Vincent M. Voltaggio
Vincent M. Voltaggio, P.E.
Gloucester County Engineer

8-15-14

9

Office of the County Engineer
County of Gloucester

Countywide State Aid Roadway Safety Project
Engineering Project #14-15

Bid Date: Friday, August 15, 2014

Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-15

Item No.	Description	Approx. Quantity	Unit		Amount		Unit Price		Amount		Unit Price		
			Price	Amount	Price	Amount	Price	Amount	Price	Amount			
1-22													
Total Bid													

TRAFFIC LINES,
5100 ASBURY RD.
FARMINGTON, NJ
07727-6148

ZONE
718 JACOB HARRIS
LANE, P.O. BOX 568
GLASSBORO, NJ 08029

418,251.26 383,333.77

v:\projects\14-15\Ssummary of Bids\14-15 Summary of Bids - short form, bid opening

09

E-1

E1

RESOLUTION ENDORSING THE COUNTY COUNCIL ON JUVENILE JUSTICE SYSTEM IMPROVEMENT & YOUTH SERVICES COMMISSION'S 2015 JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS PROPOSALS AND AUTHORIZING THE COUNTY TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR THE JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS GRANT, IN THE TOTAL AMOUNT OF \$120,000.00

WHEREAS, the County desires to accept and endorse the County Council on Juvenile Justice System Improvement & Youth Services Commission's 2015 JDAI Innovations proposal and authorize application to the State of New Jersey Juvenile Justice Commission for Juvenile Detention Alternative Initiative Innovations Grant Funds; and

WHEREAS, the JDAI Innovations Grant is for a total amount of \$120,000.00, from January 1, 2015 to December 31, 2015; and

WHEREAS, the funding will provide detention alternative services for family court-involved youth as well as the administration of these programs; and

WHEREAS, the following is a breakdown of Gloucester County's JDAI Innovations Funding Application is:

Program Services Funds	\$114,000.00
5% Administrative Funds	\$ 6,000.00
Total	\$120,000.00

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 Juvenile Detention Alternative Initiative Innovations Grant, in the total amount of \$120,000.00, from January 1, 2015 to December 31, 2015; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders of the County of Gloucester endorses the County Council on Juvenile Justice System Improvements & Youth Services Commission's 2015 Juvenile Detention Alternative Initiative (JDAI) Innovations Proposals; and

BE IT FURTHER RESOLVED that the County will submit to the New Jersey Juvenile Justice Commission an application for the Juvenile Detention Alternative Initiative Innovations Grant funding including a spending plan and that the County model the program to its requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey held on Wednesday, August 20, 2014 in Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

61

BUDGET AMENDMENT FORM

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

DATE: 7/22/14

1. GRANT TITLE: Juvenile Detention Alternatives Initiative (JDAI) Innovations

2. DEPARTMENT: Human Services

3. GRANT ID NUMBER: STATE: _____

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Safiya Baker

5. FUNDING AGENCY PHONE NUMBER: (609) 341-3632

6. GRANT AMOUNT: \$120,000

7. A. CASH MATCH AMOUNT: N/A
(Attach mandated documentation)

B. IN-KIND MATCH: N/A

C. MODIFICATION AMOUNT: N/A

D. NEW TOTAL: N/A

8. CONTRACT PERIOD: FROM: 1/1/15 TO: 12/31/15

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

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

LIST DATES REPORTS ARE DUE: 4/30/15, 7/31/15, 10/31/15, 1/31/16

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES X NO _____
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S) The competitive bid process will take place in the fall of 2014. These subcontracts may be renewed as allowed by the Juvenile Justice Commission for up to four additional years after initial award.

IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: The Juvenile Detention Alternatives Initiative (JDAI) Innovations grant is offered to counties each year, funded through the Annie E. Casey Foundation and the New Jersey Juvenile Justice Commission. It requires applications each year.

12. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:

The JDAI Innovations grant from the New Jersey Juvenile Justice Commission provides the county with funding to serve youth involved with the Family Court to provide alternatives to juvenile detention. This includes administrative funding to support the work of the grant and Youth Services Commission.

13. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: Tom A. Caray
Signature

DATE: 7/25/14

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 28 JULY 2014

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. [Signature]
Signature

2. Tom A. Caray
Signature

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: 7/22/14

1. TYPE OF GRANT
X NEW GRANT
_____ RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER
2. GRANT TITLE: Juvenile Detention Alternative Initiative (JDAI) Innovations Grant
3. GRANT TERM: FROM: 1/1/15 TO: 12/31/15
4. COUNTY DEPARTMENT: Human Services
5. DEPT. CONTACT PERSON & PHONE NUMBER: Nancy Chard Jones 384-6879
6. NAME OF FUNDING AGENCY: Juvenile Justice Commission
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant provides services for Family Court involved youth to provide alternatives to juvenile detention. These funds will be put out for competitive bid in the fall of 2014 to provide a host home for youth who cannot be housed at the existing shelters for varying reasons. It will also provide an intervention coach for youth who are substance abusers who have had trouble maintaining sobriety and are in danger of being violated for probation. The funding is annual, but requires application each successive year. The funding may be renewed up to four additional years beyond the initial award.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT
<u>Nancy Chard Jones</u>	<u>\$6,000</u>
9. TOTAL SALARY CHARGED TO GRANT: \$ 6,000
10. INDIRECT COST (IC) RATE: N/A %
11. IC CHARGED TO GRANT \$ N/A
12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A

13. DATE APPLICATION DUE TO GRANTOR August 8, 2014

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>\$120,000</u>	
CASH MATCH		<u>N/A</u> (Attach Documentation)
IN-KIND MATCH	<u>N/A</u>	
TOTAL PROGRAM BUDGET: <u>\$ 114,000 + \$6,000 admin.</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
YES X NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us

DEPARTMENT HEAD: *Lisa A. Curay*
Signature

DATE: 7/25/14

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 28 July 2014

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. *[Signature]*
Signature

2. *Lisa A. Curay*
Signature



State of New Jersey

Office of the Attorney General
DEPARTMENT OF LAW AND PUBLIC SAFETY
Juvenile Justice Commission
P.O. Box 107
Trenton, New Jersey 08625-0107

Chris Christie
Governor

Kim Guadagno
Lt. Governor

John J. Hoffman
Acting Attorney General

Kevin M. Brown
Executive Director

June 19, 2014

Nancy Chard-Jones
Gloucester County Youth Services Commission
Department of Human Services
115 Budd Blvd
Woodbury, NJ 08096

Re: CY 2015 Innovations Funding Eligibility

Dear Ms. Chard-Jones:

I am pleased to inform you that Gloucester County is eligible for Innovations Funding for the period January 1, 2015 to December 31, 2015 in the amount of \$120,000.00.

This figure is to be used for planning purposes. One original (with original signatures) and six copies of the completed 2015 Innovations Funding Application are to be submitted to the Juvenile Justice Commission on behalf of the County Council on Juvenile Justice System Improvement. The Innovations Application must be received at the JJC by 3:00 pm on August 8, 2014.

Your County Council should proceed with collaboratively preparing the Innovations Application. Since JDAI is a data-driven process, in planning for the funding the County Council should be sure to examine data regarding the local detention system to determine which core strategy area(s) to address. In addition to ideas outlined in the Innovations Funding packet previously distributed, sites are encouraged to consult available resources, such as the *Pathways to Juvenile Detention Reform* series and the JDAI Helpdesk (www.JDAIhelpdesk.org), for innovative approaches to system improvement in those identified core strategy areas.

For your information, I have attached a copy of the Innovations Funding Eligibility letter sent to the County Council Chairs. If you have any questions about this process, please call Safiya L. Baker (609) 341-3632.



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Nancy Chard-Jones

June 19, 2014

Page 2 of 2

Thank you for your cooperation in the implementation of Innovations Funding. I look forward to continuing to work with you, the Gloucester County Youth Services Commission and the Gloucester County Council on Juvenile Justice System Improvement.

Sincerely,



Kevin M. Brown
Executive Director

KMB/mmr

c: Saul Hernandez, Co-Chair, County Council
Chad Bruner, Co-Chair, County Council
Robert Montalbano, Interim Deputy Executive Director of Programs, JJC
Jennifer LeBaron, Ph.D., Director, Office of Local Programs & Services, JJC
Fred Landsky, Chief of Budget & Finance, JJC
Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
Joelle Kenney, Research & Reform Specialist, JJC
Gina Blevins, Research & Reform Specialist, JJC

FORM C-2

**JUVENILE DETENTION ALTERNATIVE INITIATIVES INNOVATIONS GRANT
BUDGET**

JANUARY 1, 2015 - DECEMBER 31, 2015

DEPT #333-001

BUDGET

CATEGORY

ITEM

DESCRIPTION

AMOUNT

10101

SALARY

\$ 6,000.00

TOTAL ADMINISTRATIVE FUNDS (5%)

\$ 6,000.00

20299

OUTSIDE SERVICES

\$ 114,000.00

TOTAL OUTSIDE SERVICES FUNDS

\$ 114,000.00

TOTAL GRANT FUNDS

\$ 120,000.00

Budget Explanation

Salary - \$6,000 will be used towards the salary of Nancy Chard Jones, Youth Services Administrator

Outside Services - \$114,000 will be used to provide Detention Alternatives for Family-Court involved youth

**JUVENILE JUSTICE COMMISSION JUVENILE DETENTION ALTRNATIVES
INITIATIVE (JDAI) INNOVATIONS FUNDING APPLICATION FOR CY15**

GOALS AND OBJECTIVES

This grant is offered by the NJ Juvenile Justice Commission annually to counties who participate in the Juvenile Detention Alternative Initiative (JDAI). Counties must make application yearly for the funding, and contracts for services will be developed through a competitive bid in the fall of 2014 for services in CY15. Contracts may be renewed annually for up to four additional years beyond the initial award, based on availability of funds and efficacy of the program funded.

The goals of the JDAI Innovations Grant funds are as follows:

To provide services for youth involved in the juvenile justice system that will be an alternative to incarcerating them in juvenile detention.

To provide services for youth and families involved in the Family Court so that they will not become further involved in the system in the future by identifying and addressing at-risk behavior.

The objectives are:

To provide services which are based on the JDAI Innovations Grant funding application

To serve youth in the community with specific services tailored to fit their needs, thereby avoiding incarceration.

To keep youth involved in positive activities and to support community programs that prevent youth from becoming involved in high-risk behaviors.

CY 2015
STATE OF NEW JERSEY
JUVENILE JUSTICE COMMISSION
JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) - Innovation Funds

County: Gloucester

Chief Executive Officer: Robert M. Damminger

Title: Freeholder Director County Executive

Mailing Address: Board of Chosen Freeholders - Gloucester County Administrative Offices,
2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096

Telephone: (856) 853-3395 Fax: (856) 853-3308

Chief Financial Officer: Gary M. Schwarz

Title: Chief Financial Officer / Treasurer

Mailing Address: Administrative Offices, 2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096

Telephone: (856) 853-3353 Fax: (856) 251-6778

Email Address: gschwarz@co.gloucester.nj.us

County Youth Services Commission Administrator: Nancy Chard Jones

Title: Youth Services Administrator

Mailing Address: Gloucester Co Dept. Human Services, 115 Budd Blvd, West Deptford NJ 08096

Telephone: (856) 384-6879 Fax: (856) 384-0207

Email Address: nchard2@co.gloucester.nj.us

**JDAI County Council on Juvenile Justice System
Improvement/Co-chair:** Saul E. Hernandez

Title: Assistant Trial Court Administrator

Mailing Address: Court Administration * Justice Complex * 70 Hunter St. * Woodbury, NJ 08096

Telephone: (856) 686-7440 Email Address: Saul.Hernandez@judiciary.state.nj.us

**JDAI County Council on Juvenile Justice System
Improvement /Co-chair:** Chad M. Bruner

Title: County Administrator

Mailing Address: Gloucester Co Admin Building * 2 S Broad St. PO Box 337 * Woodbury, NJ 08096

Telephone: (856) 853-3275 Email Address: cbruner@co.gloucester.nj.us

CY 2015
New Jersey Juvenile Detention Alternatives Initiative
Innovations Funding

INNOVATION PROPOSAL

COUNTY: Gloucester

Project Type: (check one) New
 Renewal*
 Renewal with Modifications*

Original or Revision: (check one) Original Proposal
 Revised Proposal**

Revision Date:

* If "Renewal" or "Renewal with Modifications" is checked, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from last year's proposal. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).

** Similarly, if the proposal originally submitted is revised as a result of the review process or as a result of a future amendment/modification request made by the county, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from the original proposal or most recent revision. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).

General Instructions

Sites should follow this application strictly and avoid providing extra information that is not directly requested. Sites must use this proposal format, typing directly into this document. Any site seeking to use these funds for more than one innovative purpose must complete a separate Innovation Proposal for each of these proposed innovations. However, a maximum of three innovations proposals per site are allowed.

Innovation Proposal Summary Information

Innovation Proposal # 1 of 2

Project Title for this Innovation Proposal GLOUCESTER COUNTY HOST HOME DA PROGRAM

Requested Amount for this Innovation Proposal \$66,500

Purpose

Provide a brief overview of the innovation for which the funds will be used.

The Council discussed at length current challenges with the existing detention alternative programs and the barriers that exist to serving certain populations of youth in need of alternatives. More specifically, the current alternative continuum does not include an out of home alternative to detention for youth with some excluding charges (ex. arson, sex offenses) and when other existing shelters are full. Therefore, the County Council agreed that the use of Innovations funding to develop an out of home alternative using a Host Home Model would be a great benefit to the youth in Gloucester County. The Host Home proposal will serve youth who are determined to be appropriate for an alternative by either the Judge or Intake Services but is unable to be placed on the alternative due to limitations/barriers within the youth's home.

Identification of Problem/Systems-Improvement Need

Briefly describe the problem/systems-improvement need the innovation will address within the context of the one or two JDAI core strategies most relevant to the proposed use of funds. Briefly describe how this problem affects detention utilization (Admissions, LOS, ADP, etc.).

✓ Problem/Need as it Relates to the Most Relevant Core Strategy(ies)

Core Strategy Area #1: Alternatives to Detention – Currently, Gloucester County has shelter care as a detention alternative. However, there are limitations on the types of charges as well as the number of beds available for youth. As a result of the gap in the current DA continuum, a proportion of youth are still held in detention inappropriately and unnecessarily.

Core Strategy Area #2: Effective Admissions Policies and Practices – Implementation of the Risk Screening Tool in Gloucester County will lead to a change in policy/practice that will create the ability to place youth on an alternative regardless of the time of day, (ie. non-business hours, the middle of the night, etc.). The Core Strategy, Effective Admissions Policies and Practices, will not be able to be fully implemented.

✓ Impact of Problem/Need on Detention Utilization

The problems/issues outlined above have impacted Gloucester's detention system in the following ways:

1. Increase admissions into detention as a result of shelter capacity or type charge(s).
2. Increase in ALOS in detention prior to release to an alternative.
3. ADP is impacted as a result of increase in admissions and ALOS.

Specific Nature of Problem

Identify the primary factors contributing to the problem in this site. Briefly describe these factors, how the factors affect detention utilization, and the data used to assess each factor's presence in the site.

✓ Contributing Factor #1

Gloucester County's current DA continuum does not include an out of home alternative for youth with specific charges (ex. sex offense, arson). Youth are admitted to detention as a result of the shelter's unwillingness to take the adolescent.

✓ Description & Data Regarding Factor #1

- For 2013, on any given day, approximately +2.4 youth are in the detention center compared to pre-JDAI.
- LOS in detention increased in 2013 by +12.1 days when compared to 2011.

✓ Contributing Factor #2

Due to shelter restrictions and/or capacity, youth remain in detention for a relatively extensive period of time prior to release to an alternative.

✓ Description & Data Regarding Factor #2

In 2013, Gloucester County youth remained in detention an average of 13.7 days prior to release to an alternative.

✓ Contributing Factor #3

The lack of an out of home alternative and its impact on ALOS prior to release to an alternative impacts minority youth at a higher rate than represented demographically.

✓ Description & Data Regarding Factor #3

In 2013, Gloucester County minority youth ALOS was 40.1 days as compared to non-minority youth at 16.2 days.

Proposed Solution To Identified Problem

(Action words for this section might include create, establish, serve, implement, etc.) Describe the solution to the identified problem and how the requested funds will be used to implement this solution. List the specific objectives this solution seeks to achieve, and where possible, describe these objectives in terms of the JDAI core strategies and the contributing factors described earlier. Describe the specific elements/components of the solution.

✓ Proposed Solution

To expand Gloucester County's current DA Continuum to include an out of home alternative for youth who are inappropriate for shelter and/or on the waiting list for shelter care.

✓ Objective #1

Develop a Host Home Alternative program.

✓ Objective #2

Establish a DA continuum that meets the needs of the youth in need of an alternative, i.e. no youth who is eligible for an alternative would be excluded.

✓ Objective #3

Implement NJ's Risk Screening Tool completely.

✓ Objective #4

✓ Specific Elements/Components

- * Secure at least one Host Home bed that can be accessed by Family Intake Services and the Judge 24 hours a day/7 days a week.
- * Ensure the Host Home provides adult supervision at all times while the youth is present in the home.
- * Provide transportation to court, school, and all necessary court ordered appointments for evaluations, etc.
- * Regularly communicate with Family Intake staff.
- * No eject, no reject.
- * Host Home can only be accessed by the Judge or by Intake Services.

Tracking Implementation of the Solution/Process Measures

Describe the various measures that will be used to track the implementation of the solution and how this information will be collected/maintained. (These are the "process" or "output" measures, and should reflect the steps taken to actually implement the project and its components. As general examples, process measures include things like: number of youth served, number/type of service hours provided, number/type of incentives awarded, mentors/employers recruited, beds/units acquired, reports produced, etc.)

✓ Process/Output/Implementation Measures

The full Local JDAI Council will monitor the development and implementation of the Host Home Program with the assistance of the detention alternatives subcommittee, and the County Youth Services Commission. Specific process/output measures are:

1. Development and distribution of RFP for Host Home Program.
2. Referrals made to Host Home program.
3. Admissions to Host Home program and process by which admitted.
4. LOS in Host Home program.
5. Provider will participate in keeping data on the Juvenile Automated Management System (JAMS), including intakes, completion, and quarterly reporting.

✓ Methods for Maintaining/Collecting Data Regarding Process/Output/Implementation Measures

The agency/provider who is awarded the RFP will be required to document all admissions, departures, referrals, and LOS for youth who are admitted to the Host Home program. The Detention Alternative subcommittee will collaborate with the Host Home to ensure the data is recorded in a similar manner to current DA utilization data.

The provider will be registered in the JAMS system and will complete intakes, completions and quarterly reports in a timely manner.

Impact of Proposed Solution & Outcome Measures

Briefly state the anticipated impact of the proposed solution in terms of the contributing factors described earlier and their effect on the detention system (action words include reduce, increase, etc.). Describe the various measures that will be used to evaluate these anticipated outcomes. Then, briefly describe the potential unintended consequences of the solution, and the measures/methods that will be used to monitor the occurrence of these unintended outcomes. Finally, describe how the data needed to report all of these outcome measures will be maintained/collected.

✓ Expected Impact

It is expected that this program will reduce reliance on secure detention for youth who are eligible for a detention alternative as a result of the nature of their charges or full shelter capacity. Additionally, it is expected that LOS prior to release to an alternative will be decreased. Lastly, it is also expected that this program will also directly impact ADP and ALOS of Minority youth in detention. It is important to note that the program is starting with only 1 or 2 slots at any given time, so it is not expected to greatly reduce these numbers, though a decrease is expected nonetheless. It is further expected that youth participating in this program will experience high rates of successful completion in the alternative. More specifically,

1. Reduce ALOS in detention prior to release to an alternative.
2. Reduce ADP and ALOS for Minority youth.

✓ Outcome Measures to Gauge Expected Impact

1. ALOS in detention prior to release to an alternative.
2. ADP of youth.

✓ Potential Unintended Consequences

The Council identified that one potential unintended consequence is that the youth may have difficulty in this DA and because it is a no eject/reject placement; it may increase the likelihood the youth will violate.

✓ Outcome Measures to Monitor Unintended Consequences

The Host Home provider will share information with family court intake staff & counsel to ensure compliance as outlined in their respective case. Successful completion of the placement will be the primary measure.

✓ Maintaining/Collecting Data Needed to Report on All of the Above Outcomes

In addition to utilizing the current mechanisms in place for collection of monthly detention and alternatives data for the JDAI quarterly report, the risk screening tool data/database will also be referenced to monitor youth placed into the program.

CY 2015
New Jersey Juvenile Detention Alternatives Initiative
Innovations Funding

INNOVATION PROPOSAL

COUNTY: Gloucester

Project Type: (check one) New
 Renewal*
 Renewal with Modifications*

Original or Revision: (check one) Original Proposal
 Revised Proposal**

Revision Date:

* If "Renewal" or "Renewal with Modifications" is checked, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from last year's proposal. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).

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Innovation Proposal Summary Information

Innovation Proposal # 2 of 2
Project Title for this Innovation Proposal GLOUCESTER COUNTY INTERVENTION COACH PROGRAM
Requested Amount for this Innovation Proposal \$47,500

Purpose

Provide a brief overview of the innovation for which the funds will be used.

The program's purpose is to assist Probation staff by meeting and connecting with the youth on probation with the specific goal of intervening to prevent VOPs. The intervention coach will provide services for youth who are at immediate risk of violating the terms of their probation. Importantly, to avoid overuse, this program should serve as the final intervention after all other options are exhausted. Additionally this program should not take the place of the comprehensive services already utilized by the juvenile court.

This program will assist Probation staff in reducing VOPs due to non-compliance with conditions of probation, including but not limited to: (technical/program violations & violations related to substance abuse – i.e. positive drug screenings). In Gloucester, youth who receive a VOP for technical/program non-compliance are actively using illegal substances and are unable to comply with the conditions of probation. As such, the program provides additional support in maintaining compliance and thus avoiding a VOP.

The role of the intervention coach is to assist the youth to maintain compliance with probation by facilitating the action steps necessary to face challenges that arise in everyday activities while remaining sober. The coach will provide crisis support, and aid in building up life skills that were not learned; including time-management, physical and nutritional well-being, career and academic guidance, financial management and most importantly sobriety support.

Identification of Problem/Systems-Improvement Need

Briefly describe the problem/systems-improvement need the innovation will address within the context of the one or two JDAI core strategies most relevant to the proposed use of funds. Briefly describe how this problem affects detention utilization (Admissions, LOS, ADP, etc.).

- ✓ Problem/Need as it Relates to the Most Relevant Core Strategy(ies)
The most relevant core strategy this proposal relates to is: #6 – Addressing challenges presented by “special populations: *Juveniles detained on probation violations*,” which includes VOPs for positive drug screenings.
- ✓ Impact of Problem/Need on Detention Utilization
In Gloucester, 2013 admissions to detention for VOPs have increased over 100% since 2011. Youth admitted to secure detention for a VOP (regardless of how admitted) begins with the process of filing a VOP. If the number of VOPs filed continues to increase each year then the number of youth who could potentially be admitted to detention for a VOP also increases each year, thereby, impacting detention admissions, ADP, and LOS.

Specific Nature of Problem

Identify the primary factors contributing to the problem in this site. Briefly describe these factors, how the factors affect detention utilization, and the data used to assess each factor's presence in the site.

- ✓ Contributing Factor #1
A high percentage of youth are being admitted to detention for a violation of probation only (meaning, no new offense was committed).
- ✓ Description & Data Regarding Factor #1
Since the implementation of JDAI, admissions to detention for violations of probation (VOPs) continued to increase from 5 in 2011 to 17 in 2013.

The 2013 JDAI Annual Data Report indicates that VOPs were the lead reason for detention in 20.2% of admissions in Gloucester County

In 2013 8 of 15 VOPs were filed due to *substance abuse treatment non-compliance*.

Proposed Solution To Identified Problem

(Action words for this section might include create, establish, serve, implement, etc.) Describe the solution to the identified problem and how the requested funds will be used to implement this solution. List the specific objectives this solution seeks to achieve, and where possible, describe these objectives in terms of the JDAI core strategies and the contributing factors described earlier. Describe the specific elements/components of the solution.

✓ Proposed Solution

To implement an intervention program through which probation officers, on the verge of violating youth for non-compliance, can call on a trained intervention coach who will provide short-term crisis intervention, along with ongoing follow-up support.

- ✓ Objective #1: RFP for a program with the capacity to provide an intervention coach with a background in substance abuse counseling/treatment, and aid in building up life skills that were not learned, including time-management, physical and nutritional well-being, career and academic guidance, financial management and most importantly sobriety support.
- ✓ Objective #2: To connect youth on Probation at any given time to an intervention coach for group activities and relationship building.
- ✓ Objective #3: To mobilize an intervention coach for immediate and targeted intervention for youth who are at imminent risk of probation violation and detention admission due to non-compliance with the conditions of probation.

Specific Elements/Components

To manage youth effectively in a community based setting under probation supervision to avoid the filing of a violation that would result in admission to juvenile detention by connecting youth, at imminent risk of a violation of probation, with a positive adult role model to provide guidance and assistance in meeting the conditions set forth by the Probation Division and the Family Court.

The community based organization must demonstrate the ability to identify, train and supervise individuals to serve as coaches to youth on probation supervision who are at imminent risk of a violation. Background checks will be required.

The assigned coach, will work to establish rapport and trust with the youth through individual, group and family activities. Through meaningful pro-social activities, positive youth development will be promoted. Activities are to include a focus on the youth's compliance with court ordered conditions of probation. Activities will be designed to assist the youth in gaining compliance with probation.

It is hoped that through the relationship-building between the coach and the youth, the youth will seek the support of the coach in addressing concerns that they may have with their peer group or family situation. It is critical that the coach understands their limitations in handling certain situations and seek the assistance of probation when necessary. Information on referral resources for crisis intervention is to be included in the training provided to the coach.

The intervention coach will engage parents and other family members in program activities and share information on the services and resources that exists within the community. Activities that encourage the development of clear consistent parental supervision and strong family ties (bonding & attachment) are to be included.

A strategy to obtain feedback from the youth on probation supervision and their parents regarding the Intervention coach program is to be developed and implemented.

The program's target population will be male and female youth of varying ages who are identified by probation as being at risk of violating his/her standards of probation. Acceptance to the program will depend on the program capacity to meet the identified needs. The coach will follow up with each individual regarding the compliance with probation requirements.

Successful completion of the program will be measured by the degree of consistent participation in program activities and level of compliance with probation/court requirement.

Tracking Implementation of the Solution/Process Measures

Describe the various measures that will be used to track the implementation of the solution and how this information will be collected/maintained. (These are the "process" or "output" measures, and should reflect the steps taken to actually implement the project and its components. As general examples, process measures include things like: number of youth served, number/type of service hours provided, number/type of incentives awarded, mentors/employers recruited, beds/units acquired, reports produced, etc.)

✓ Process/Output/Implementation Measures

The Intervention Coach Program will produce the following:

- 1 Community-Based Organization selected to receive a sub-grant to implement the project.
- Minimum of 1 trained intervention coach.
- Minimum of 5 youth on probation introduced to an intervention coach at any given time.
- An intervention coach meets with youth initially 3 times/week for 1 hour sessions.
- Frequency and length of sessions will be evaluated monthly and/or bi-monthly.
- Targeted crisis intervention as needed when youth are at imminent risk of violation/detention admission.
- Monthly contact and activity logs submitted to Gloucester Probation Division and the Administrator of the Gloucester County Youth Services Commission.
- Provider will participate in keeping data on the Juvenile Automated Management System (JAMS), including intakes, completion, and quarterly reporting.

✓ Methods for Maintaining/Collecting Data Regarding Process/Output/Implementation Measures

The number of youth referred to the intervention coach program by the Probation Division will be tracked by: name, race/ethnicity, gender and age. A master client list will be maintained by the implementing agency that includes demographic information on all referrals received by the Probation Division. The master client list will also include the referral date, the admission date, the discharge date, the length of stay in the program, and the discharge status for each youth (i.e. successful Completion; new charge(s); violation/non-compliance/no new charges). The number of VOPs filed or avoided will be tracked to determine the program's outcome.

The provider will be required to document and report the level of service (number of youth served and the number of direct service hours provided) by the intervention coach on a monthly basis. A

list/description of the small and large group activities, conducted by the Intervention coach with the referred youth, will be requested on a monthly basis with the attendance records/sign in sheets. Identification of the actual types of service and the format (i.e. individual, family, group...face to face, phone contact) provided by the Intervention coach will be recorded in a client contact log sheet for each youth assigned.

The provider will be registered in the JAMS system and will complete intakes, completions and quarterly reports in a timely manner.

Impact of Proposed Solution & Outcome Measures

Briefly state the anticipated impact of the proposed solution in terms of the contributing factors described earlier and their effect on the detention system (action words include reduce, increase, etc.). Describe the various measures that will be used to evaluate these anticipated outcomes. Then, briefly describe the potential unintended consequences of the solution, and the measures/methods that will be used to monitor the occurrence of these unintended outcomes. Finally, describe how the data needed to report all of these outcome measures will be maintained/collected.

✓ Expected Impact

In 2013, 17 youth were admitted to detention for technical violations of probation due to youth non-compliance. By implementing the program Gloucester aims to achieve the following:

- Reduce the number of VOPs filed for noncompliance.
- Increase the success rate of youth on probation.

✓ Outcome Measures to Gauge Expected Impact

Probation Officers will gather data on probation violations also noting where the intervention program was used as a measure to avoid violation. This data will include:

- Number and percent of VOPs filed

✓ Potential Unintended Consequences

Some potential negative unintended consequences include:

Probation Officers mandate youth to the intervention program prior to a critical need for intervention, producing a net-widening effect where youth are violated for non-compliance with the intervention program.

✓ Outcome Measures to Monitor Unintended Consequences

Intervention coach will log collateral contacts with youth parents/guardians/family members on their monthly activity logs.

Probation Officers will note when and why youth are sent to intervention program to ensure that the program does not have a net-widening effect.

✓ Maintaining/Collecting Data Needed to Report on All of the Above Outcomes

Probation Officers will fill out quarterly reports that log data on violations.

Probation Officers will fill out referral forms to intervention program describing the reason for the referrals and previous measures that have been taken that demonstrate that intervention program is not used to widen the net.

CY 2015
New Jersey Juvenile Detention Alternatives Initiative
Innovations Funding

Gloucester County

BUDGET SUMMARY & NARRATIVE

Original or Revision: (check one) Original Budget
 Revised Budget*
Revision Date:

***If the budget originally submitted is revised as a result of the review process or as a result of a future amendment/modification request made by the county, please use a formatting change such as shading, highlighting, or underlining to draw attention to all information that represents a change from the original budget or most recent revision. Information intended for deletion should in fact be deleted (i.e., do not use strikethroughs or other formatting to indicate intended deletions).*

Budget Summary

TOTAL INNOVATIONS FUNDING REQUESTED		\$ 120,000
5% COUNTY ADMINISTRATION		\$ 6,000
BALANCE FOR INNOVATIONS PROJECTS		\$ 114,000
Innovation Proposal #	Innovation Project Title	Funds Requested
1	Gloucester County Host Homes DA Program	\$ 66,500
2	Gloucester County Intervention Coach Program	\$ 47,500
3		\$
INNOVATIONS PROJECT SUBTOTAL		\$ 114,000

* Up to 5% of the total award to the county may be used for administration costs. Any funds allocated for administrative costs shall be used to directly support the Youth Services Commission in administering the Innovations grant program.

* Up to 5% of the total of any sub-award from the county to a contracted provider can be used for/allocated to the provider's administrative costs.

Budget Narrative

Administration Costs Budget Narrative: If 5% is being allocated to support the YSC in administering the Innovations grant program, describe the specifics of how the administration funds will be used. If the funds will be used for staff, provide the name, title, and a description of the staff's role in the administration of the Innovation funds.

The Gloucester County YSC Administrator will be responsible for oversight of grant expenditures, monitoring programs and services, maintenance of statistical data related to Innovations grant funds, and submission of fiscal and narrative reports to the JJC. Probation will be responsible for organizing enrichment trips, the Probation Orientation sessions and all other Innovation activities for youth and their family/guardian. Because Probation is a State agency and therefore cannot receive or distribute the Innovations funds, the YSC Administrator and staff will oversee all funds. The 5% administrative funds will be used to supplement YSC Administrator and staff salaries due to underfunding. Total Administrative Costs- \$6,000

Proposal # : 1 Project Title: Gloucester County Host Home DA Program

Budget Narrative

- \$182.19/day for Host Home bed(s). The following is a breakdown of the daily rate of this comprehensive service:
 - Secure at least one Host Home bed that can be accessed by Family Intake Services and the Judge 24 hours a day/7 days a week.
 - Ensure the Host Home provides adult supervision at all times while the youth is present in the home.
 - Provide transportation to court, school, and all necessary court ordered appointments for evaluations, etc.
 - Regularly communicate with Family Intake staff.
 - No eject, no reject.
 - Host Home can only be accessed by the Judge or by Intake Services.
- This is an annual contract for \$66,500 and is payable quarterly at \$16,625.
 - Because of the need for 24/7 placement, this is not a fee for service contract.

Will provider/service be sought through an open competitive process (Yes/No)? If No, please explain process below^. Yes

Proposal # : 2 Project Title: Gloucester County Intervention Coach Program

Budget Narrative

- 1 Community-Based Organization selected to receive a sub-grant to implement the project.
- Minimum of 1 trained intervention coach.
- Minimum of 5 youth on probation introduced to an intervention coach at any given time.
- An intervention coach meets with youth initially 3 times/week for 1 hour sessions.
- Frequency and length of sessions will be evaluated monthly and/or bi-monthly.
- Targeted crisis intervention as needed when youth are at imminent risk of violation/detention admission.
- Monthly contact and activity logs submitted to Gloucester Probation Division and the Administrator of the Gloucester County Youth Services Commission.
- Provider will participate in keeping data on the Juvenile Automated Management System (JAMS), including intakes, completion, and quarterly reporting.

This is an annual contract and is payable quarterly at \$11,875. Because of the need for immediate outreach, this is not a fee for service contract.

Will provider/service be sought through an open competitive process (Yes/No)? If No, please explain process below[^]. Yes

Proposal # : _____ Project Title: _____

Budget Narrative

Will provider/service be sought through an open competitive process (Yes/No)? If No, please explain process below[^].

[^] If this is a renewal proposal and an open competitive process was not followed, the explanation should include information regarding outcomes achieved and monitoring results to date, and any other supporting data, that collectively justify continued funding of the current provider.

F-1

**RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM
PROPERTY OF FREDERICK DECLEMENT AND JOSEPH M. HOGAN, LOCATED IN
THE TOWNSHIP OF ELK, KNOWN AS BLOCK 55, LOT 1, CONSISTING OF
APPROXIMATELY 19.12 ACRES, FOR THE AMOUNT OF \$133,840.00**

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

WHEREAS, Frederick DeClement and Joseph M. Hogan, having presented themselves as the owners of the land and premises located in the Township of Elk (hereinafter the "Township"), and known as Block 55, Lot 1, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 19.12 acres, have made application seeking to have the County purchase development easements in the Property; and

WHEREAS, Frederick DeClement and Joseph M. Hogan, the owners of the Property further indicate a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

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

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

WHEREAS, the County will be providing funds for the purchase of the said development easements in the amount of \$133,840.00; and

WHEREAS, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, an approximate sum of \$80,304.00; said funds being made available through Elk Township's Municipal Planning Incentive Grant (PIG) Program; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$133,840.00, pursuant to CAF# 14-06947, which amount, shall be charged against budget line item T-03-08-509-372-20548; and

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Frederick DeClement and Joseph M. Hogan regarding the purchase of development easements in the premises known as Block 55, Lot 1, in the Township of Elk, County of Gloucester, State of New Jersey is approved in the amount of \$133,840.00 and the execution of same by the Freeholder Director or his designee is authorized and the Clerk of the Board is authorized to attest to same; and

2. The appropriate County representatives are authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

FI

CONTRACT TO SELL DEVELOPMENT EASEMENT

FREDERICK DECLEMENT, and spouse or civil union partner, if any,
and JOSEPH M. HOGAN, and spouse or civil union partner, if any,
as tenants in common

TO

THE COUNTY OF GLOUCESTER

TABLE OF CONTENTS

	<u>Page</u>
1.0. Definitions	6
2.0. Buyer's and Seller's Commitments	7
2.1. Form of Deed	7
2.2. Documents Required for Sale from Seller ...	8
2.2.1. Buyer's Documents Required for Sale.....	8
2.3. Seller's Conditional	8
2.4. Like Kind Exchange	8
2.5. Like Kind Exchange Election	9
2.6. Seller's Costs to Perform.....	9
2.7. Notice of County Disclaimer of Responsibility and Liability.....	9
2.7.1. No Assurances as to Tax Consequences	9
2.7.2. No Reliance on Buyer	9
2.8. Seller's Title and Right of Access.....	10
2.8.1. Subordination of Claims	10
2.9. Seller's Covenants as to Use.....	11
2.10. Seller's Actions Prior to Closing	11
2.11. Seller's Commitment to Cooperate	11
2.12. Assignment of Right of Offer to Sell	11
2.13. Hazardous Substances on the Property	12
2.13.1. Industrial Site Recovery Act/Environmental Cleanup Responsibility Act	12
2.14. Septic system Use	13
2.15. Condemnation Proceedings	13
2.16. Exclusive Agreement.....	13
2.17. No Litigation or Violations Pending	13
3.0. Compensation to Seller.....	13
3.1. Computation of Purchase Price.....	13
3.2. Payment of Purchase Price.....	14
3.3. Easement Effective at Closing	14
4.0. Title Insurance	15
4.1. Evidence of Seller's Title	15
4.2. Actions Necessary to Prove Seller's Title	15
4.3. Extension of Commitment Period	15
4.4. Encumbrances on Title/Property's Size.....	15
4.5. Seller's Performance Required Notwithstanding Title Dispute	15
5.0. Survey of Property	16
6.0. Inspections of the Property	16
7.0. Risk of Loss	16
7.1. Conditions of the Property.....	16
8.0. Indemnification of Buyer for Hazardous	

Condition of the Property.....	17
--------------------------------	----

Page

8.1.	Indemnification of Buyer for Use of the Property	17
8.2.	Indemnification of Seller.....	17
9.0.	Reduction of Property's Value	17
10.0.	Use of Property After Sale	18
10.1.	No Relief from Restrictions	18
11.	Default by Seller	18
12.	Buyer's Rights on Seller's Default.....	19
13.	Enforcement of Agreement and Easement.....	20
14.	Assignment of Agreement/Transfer of Property	20
15.	Review of Agreement by Seller's Attorney	20
16.	Complete Agreement	20
17.	Location of Closing.....	20
18.	Time for Closing.....	20
18.1.	Delay in Closing by Seller.....	21
19.	No Collusion	21
20.	Notices.....	21
21.	Survivability of Covenants	21
22.	Waiver of Breach.....	21
23.	Governing Law.....	21
24.	Persons Bound.....	22
25.	Seller Entity.....	22
26.	Counterparts	22
27.	Captions	22
28.	Number and Gender	22

CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **Frederick DeClement**, and spouse or civil union partner, if any, having an address of 515 Pitman Avenue, Pitman, NJ, 08071, and **Joseph M. Hogan**, and spouse or civil union partner, if any, having an address of 701 S. Lutch's Lane, Merion, PA, 19066, as tenants in common, (hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 1, Block 55 in the Township of Elk, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 7,000.00 **ASSUMED ACREAGE:** Approximately 19.12 acres

ESTIMATED GROSS SALES PRICE: \$133,840.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: 1 / 1-acre non severable

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

1.0. Definitions.

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

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

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

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

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

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

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be

attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and

restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

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

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

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

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

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement.

The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

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

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

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of

Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

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

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

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

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

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous

substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

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

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

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

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

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

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

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

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

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

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that

no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

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

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

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

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

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

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-

of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which

evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's

expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

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

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

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

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges

were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

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

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

forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

communication with Buyer concerning the Property.

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

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

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

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

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may

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

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

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

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

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

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

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer

shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

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

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

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

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

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

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

may reasonably require in order to verify the truth of the statements made in this Paragraph.

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

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

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

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

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

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____
FREDERICK DECLEMENT

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

BY: _____
JOSEPH M. HOGAN

Social Security Number

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____
FREDERICK DECLEMENT

Date: _____

BY: _____
JOSEPH M. HOGAN

Date: _____

FI

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 7-2014 **DATE** August 6, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$133,840.00.00

DEPARTMENT Land Preservation

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Resolution to acquire a development easement on the farm property of

Frederick DeClement and Joseph M. Hogan, located in the

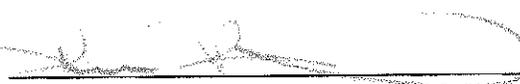
Township of Elk, Known as Block 55, Lot 1, consisting of approximately 19.12 acres

at \$7,000.00 per acre for a total amount of \$133,840.00.

VENDOR NAME Presidential Title Agency, Inc.

ADDRESS 1546 Blackwood Clementon Rd.

CITY/STATE/ZIP Blackwood, NJ 08012

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT _____ **DATE** _____

FREEHOLDER MEETING DATE August 20, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

F-2

**RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM
PROPERTY OF DANIEL HAYNICZ AND ELINOR HAYNICZ, LOCATED IN THE
TOWNSHIP OF ELK, KNOWN AS BLOCK 175, LOT 1, CONSISTING OF
APPROXIMATELY 29.38 ACRES, FOR THE AMOUNT OF \$205,660.00**

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

WHEREAS, Daniel Haynicz and Elinor Haynicz, having presented themselves as the owners of the land and premises located in the Township of Elk (hereinafter the "Township"), and known as Block 175, Lot 1, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 29.38 acres, have made application seeking to have the County purchase development easements in the Property; and

WHEREAS, Daniel Haynicz and Elinor Haynicz, the owners of the Property have further indicated a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

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

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

WHEREAS, the County will be providing funds for the purchase of the said development easements in the amount of \$205,660.00; and

WHEREAS, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, an approximate sum of \$129,272.00; said funds being made available through Elk Township's Municipal Planning Incentive Grant (PIG) Program; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$205,660.00, pursuant to CAF# 14-06943, which amount, shall be charged against budget line item T-03-08-509-372-20548; and

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Daniel Haynicz and Elinor Haynicz, regarding the purchase of development easements in the premises known as Block 175, Lot 1, in the Township of Elk, County of Gloucester, State of New Jersey is approved in the amount of \$205,660.00 and the execution of same by the Freeholder Director or his designee is authorized and the Clerk of the Board is authorized to attest to same;

2. The Freeholder Director or his designee is authorized to execute and the Clerk of the Board to attest to any other documents necessary to complete this transaction; and

3. The appropriate County representatives are hereby authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

FD

CONTRACT TO SELL DEVELOPMENT EASEMENT

DANIEL HAYNICZ AND ELINOR HAYNICZ, his wife

TO

THE COUNTY OF GLOUCESTER

TABLE OF CONTENTS

	<u>Page</u>	
1.0.	Definitions	6
2.0.	Buyer's and Seller's Commitments	7
2.1.	Form of Deed	7
2.2.	Documents Required for Sale from Seller ...	8
2.2.1.	Buyer's Documents Required for Sale.....	8
2.3.	Seller's Conditional	8
2.4.	Like Kind Exchange	8
2.5.	Like Kind Exchange Election	9
2.6.	Seller's Costs to Perform.....	9
2.7.	Notice of County Disclaimer of Responsibility and Liability.....	9
2.7.1.	No Assurances as to Tax Consequences	9
2.7.2.	No Reliance on Buyer	9
2.8.	Seller's Title and Right of Access.....	10
2.8.1.	Subordination of Claims	10
2.9.	Seller's Covenants as to Use.....	11
2.10.	Seller's Actions Prior to Closing	11
2.11.	Seller's Commitment to Cooperate	11
2.12.	Assignment of Right of Offer to Sell	11
2.13.	Hazardous Substances on the Property	12
2.13.1.	Industrial Site Recovery Act/Environmental Cleanup Responsibility Act	12
2.14.	Septic system Use	13
2.15.	Condemnation Proceedings	13
2.16.	Exclusive Agreement.....	13
2.17.	No Litigation or Violations Pending	13
3.0.	Compensation to Seller.....	13
3.1.	Computation of Purchase Price.....	13
3.2.	Payment of Purchase Price.....	14
3.3.	Easement Effective at Closing	14
4.0.	Title Insurance	15
4.1.	Evidence of Seller's Title	15
4.2.	Actions Necessary to Prove Seller's Title	15
4.3.	Extension of Commitment Period	15
4.4.	Encumbrances on Title/Property's Size.....	15
4.5.	Seller's Performance Required Notwithstanding Title Dispute	15
5.0.	Survey of Property	16
6.0.	Inspections of the Property	16
7.0.	Risk of Loss	16
7.1	Conditions of the Property.....	16
8.0.	Indemnification of Buyer for Hazardous Condition of the Property.....	17

Page

8.1.	Indemnification of Buyer for Use of the Property	17
8.2.	Indemnification of Seller.....	17
9.0.	Reduction of Property's Value	17
10.0.	Use of Property After Sale	18
10.1.	No Relief from Restrictions	18
11.	Default by Seller	18
12.	Buyer's Rights on Seller's Default.....	19
13.	Enforcement of Agreement and Easement.....	20
14.	Assignment of Agreement/Transfer of Property	20
15.	Review of Agreement by Seller's Attorney	20
16.	Complete Agreement	20
17.	Location of Closing.....	20
18.	Time for Closing.....	20
18.1.	Delay in Closing by Seller.....	21
19.	No Collusion	21
20.	Notices.....	21
21.	Survivability of Covenants	21
22.	Waiver of Breach.....	21
23.	Governing Law.....	21
24.	Persons Bound.....	22
25.	Seller Entity.....	22
26.	Counterparts	22
27.	Captions	22
28.	Number and Gender	22

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

1.0. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

accountants) counsel against Buyer's participation.

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

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

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

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

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

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

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

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

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

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

commenced.

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

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

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

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

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

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Seller commences a nonagricultural use on the

Property.

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

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

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

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____
DANIEL HAYNICZ

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

BY: _____
ELINOR HAYNICZ

Social Security Number

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2014, **DANIEL HAYNICZ AND ELINOR HAYNICZ, his wife**, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He/She is named in, and personally signed the foregoing agreement: and
- (b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,
- (c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____
DANIEL HAYNICZ

Date: _____

BY: _____
ELINOR HAYNICZ

Date: _____

VI-AI-#
FD

Certification Report November 8, 2012 County Planning Incentive Grant

County: Gloucester **Municipality:** Elk Twp.
Owner: Haynicz, Daniel & Eleanor
Farm: Haynicz Farm **SADC ID# 08-0145-PG**

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Elk Twp	175	1				

Acreage in Application: 31.5
Residential Opportunities/Exceptions:
0 RDSO -
1 Existing Dwellings
0 Severable Exceptions
0 Non Severable Exceptions

Value Conclusions - Current Zoning and Environmental Regulations

Per Acre

Appraiser	Date	Before	After	Easement
Robert Frankenfield *	07/01/12	\$12,000	\$5,000	\$7,000
Edward Molinari **	07/01/12	\$12,000	\$4,200	\$7,800
Pamela Brodowski **	07/20/12	\$12,000	\$5,000	\$7,000

Total Value

Appraiser	Date	Before	After	Easement
Robert Frankenfield	07/01/12	\$384,000	\$160,000	\$224,000
Edward Molinari	07/01/12	\$378,000	\$132,300	\$245,700
Pamela Brodowski	07/01/12	\$378,000	\$157,500	\$220,500

*Based on 32 acres.

**Based on 31.5 acres.

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # _____ DATE August 6, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$205,660.00.00

DEPARTMENT Land Preservation

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Resolution to acquire a development easement on the farm property of
Daniel Haynicz and Elinor Haynicz , located in the Township of Elk,
Known as Block 175, Lot 1, consisting of approximately 29.38 acres
at \$7,000.00 per acre for a total amount of \$205,660.00

VENDOR NAME Title America Agency Corp.
ADDRESS 185 W. White Horse Pike
CITY/STATE/ZIP Berlin, NJ 08009

DEPARTMENT HEAD APPROVAL _____

PURCHASING AGENT _____ DATE _____

FREEHOLDER MEETING DATE August 20, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

F-3

RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF CHARLES C. WRIGHT AND NORMA JANE WRIGHT, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 28, LOT 10, CONSISTING OF APPROXIMATELY 37.72 ACRES, FOR THE AMOUNT OF \$245,180.00

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

WHEREAS, Charles C. Wright and Norma Jane Wright, having presented themselves as the owners of the land and premises located in the Township of Elk (hereinafter the "Township"), and known as Block 28, Lot 10, on the Official Tax Map of the Township (hereinafter the "Property"), which consists of 37.72 acres, have made application seeking to have the County purchase development easements in the Property; and

WHEREAS, Charles C. Wright and Norma Jane Wright, the owners of the Property, further indicate a willingness to execute a conditional Agreement of Sale to grant to the County such development easements, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such easements; and

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

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

WHEREAS, the County will be providing funds for the purchase of the said development easements in the amount of \$245,180.00; and

WHEREAS, the State Agriculture Development Committee (hereinafter "SADC") will be reimbursing the County, as it relates to the purchase of said easements, an approximate sum of \$156,538.00; said funds being made available through Elk Township's Municipal Planning Incentive Grant (PIG) Program; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$245,180.00, pursuant to CAF# 14-06942, which amount, shall be charged against budget line item T-03-08-509-372-20548; and

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Charles C. Wright and Norma Jane Wright, regarding the purchase of development easements in the premises known as Block 28, Lot 10, in the Township of Elk, County of Gloucester, State of New Jersey is approved in the amount of \$245,180.00 and the execution of same by the Freeholder Director or his designee is authorized and the Clerk of the Board is authorized to attest to same; and

2. The appropriate County representatives are hereby authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F3

CONTRACT TO SELL DEVELOPMENT EASEMENT

CHARLES C. WRIGHT AND NORMA JANE WRIGHT, husband and wife

TO

THE COUNTY OF GLOUCESTER

TABLE OF CONTENTS

	<u>Page</u>
1.0. Definitions	6
2.0. Buyer's and Seller's Commitments	7
2.1. Form of Deed	7
2.2. Documents Required for Sale from Seller ...	8
2.2.1. Buyer's Documents Required for Sale.....	8
2.3. Seller's Conditional	8
2.4. Like Kind Exchange	8
2.5. Like Kind Exchange Election	9
2.6. Seller's Costs to Perform.....	9
2.7. Notice of County Disclaimer of Responsibility and Liability.....	9
2.7.1. No Assurances as to Tax Consequences	9
2.7.2. No Reliance on Buyer	9
2.8. Seller's Title and Right of Access.....	10
2.8.1. Subordination of Claims	10
2.9. Seller's Covenants as to Use.....	11
2.10. Seller's Actions Prior to Closing.....	11
2.11. Seller's Commitment to Cooperate	11
2.12. Assignment of Right of Offer to Sell	11
2.13. Hazardous Substances on the Property	12
2.13.1. Industrial Site Recovery Act/Environmental Cleanup Responsibility Act	12
2.14. Septic system Use	13
2.15. Condemnation Proceedings	13
2.16. Exclusive Agreement.....	13
2.17. No Litigation or Violations Pending	13
3.0. Compensation to Seller.....	13
3.1. Computation of Purchase Price.....	13
3.2. Payment of Purchase Price.....	14
3.3. Easement Effective at Closing	14
4.0. Title Insurance	15
4.1. Evidence of Seller's Title	15
4.2. Actions Necessary to Prove Seller's Title	15
4.3. Extension of Commitment Period	15
4.4. Encumbrances on Title/Property's Size.....	15
4.5. Seller's Performance Required Notwithstanding Title Dispute	15
5.0. Survey of Property	16
6.0. Inspections of the Property	16
7.0. Risk of Loss	16
7.1. Conditions of the Property.....	16
8.0. Indemnification of Buyer for Hazardous Condition of the Property.....	17

Page

8.1.	Indemnification of Buyer for Use of the Property	17
8.2.	Indemnification of Seller.....	17
9.0.	Reduction of Property's Value	17
10.0.	Use of Property After Sale	18
10.1.	No Relief from Restrictions	18
11.	Default by Seller	18
12.	Buyer's Rights on Seller's Default.....	19
13.	Enforcement of Agreement and Easement.....	20
14.	Assignment of Agreement/Transfer of Property	20
15.	Review of Agreement by Seller's Attorney	20
16.	Complete Agreement	20
17.	Location of Closing.....	20
18.	Time for Closing.....	20
18.1.	Delay in Closing by Seller.....	21
19.	No Collusion	21
20.	Notices.....	21
21.	Survivability of Covenants	21
22.	Waiver of Breach.....	21
23.	Governing Law.....	21
24.	Persons Bound.....	22
25.	Seller Entity.....	22
26.	Counterparts	22
27.	Captions	22
28.	Number and Gender	22

CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Charles C. Wright and Norma Jane Wright, husband and wife, having an address of 1621 Shore Road, Unit 134, Ocean View, NJ, 08230, (hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 10, Block 28 in the Township of Elk, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 6,500.00 **ASSUMED ACREAGE:** Approximately 37.72 acres

ESTIMATED GROSS SALES PRICE: \$245,180.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: NONE.

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

1.0. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

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

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

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

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

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

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

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

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

"agricultural use" as defined in paragraph 1.0 shall be commenced.

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

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

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

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

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

accepted agricultural practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

- (a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.
- (b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.
- (c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.
- (d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____
CHARLES C. WRIGHT

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

BY: _____
NORMA JANE WRIGHT

Social Security Number

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) **ss:**
COUNTY OF GLOUCESTER)

I certify to the following:

On _____, 2014, **Charles C. Wright and Norma Jane Wright, husband and wife**, personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) He/She is named in, and personally signed the foregoing agreement: and
- (b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,
- (c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

Notary

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____
CHARLES C. WRIGHT

Date: _____

BY: _____
NORMA JANE WRIGHT

Date: _____

XI - Bri V
FB

Certification Report NOVEMBER 14, 2013 County PIG Program

County: Gloucester County
Owner: Wright, Charles & Norma
Farm: Wright, Charles & Norma

Municipality: Elk Township

08-0154-PG

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Elk Township	28	10				

Acreage in Application: 40
 Residential Opportunities/Exceptions:
 # ___ RDSO
 # 0 Existing Dwellings
 # ___ Severable Exceptions
 # ___ Non-Severable Exception

Value Conclusions - Current Zoning and Environmental regulations Per Acre

Appraiser	Date	Before	After	Easement
S. Bartelt	06/03/2013	\$10,000	\$3,500	\$6,500
R. Frankenfield	07/01/2013	\$15,000	\$4,500	\$10,500
SADC REVIEWER	07/01/2013	\$10,000	\$3,500	\$6,500

Total Value

Appraiser	Date	Before	After	Easement
S. Bartelt	06/03/2013	\$400,000	\$140,000	\$260,000
R. Frankenfield	07/01/2013	\$600,000	\$180,000	\$420,000
SADC REVIEWER	07/01/2013	\$400,000	\$140,000	\$260,000

COUNTY OF GLOUCESTER

113

CERTIFICATE OF AVAILABILITY OF FUNDS

August 5, 2014

PURCHASE ORDER # _____ DATE _____

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$245,180.00

DEPARTMENT Land Preservation

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Resolution to acquire a development easement on the farm property of
Charles C. Wright and Norma Jane Wright, located in the township of Elk,
Known as Block 28, Lot 10, consisting of approximately 37.72 acres at
\$6,500.00 per acre for a total amount of \$245,180.00.

VENDOR NAME Foundation Title, LLC

ADDRESS 13000 Lincoln Drive West, Suite 201

CITY/STATE/ZIP Marlton, NJ 08053

DEPARTMENT HEAD APPROVAL _____

PURCHASING AGENT _____ DATE _____

FREEHOLDER MEETING DATE August 20, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

F-4

RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF HERBERT J. STAYTON, JR., ESQUIRE, AND GEORGE N. STYLIADES, ESQUIRE, CO-TRUSTEES, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 1004, LOT 5, CONSISTING OF APPROXIMATELY 56.93 ACRES, FOR THE AMOUNT OF \$603,458.00

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

WHEREAS, Herbert J. Stayton, Jr., Esquire, and George N. Styliades, Esquire, having presented themselves as the Co-Trustees of the land and premises located in the Township Logan (hereinafter "Township"), and known as Block 1004, Lot 5, on the Official Tax Map of the Township (hereinafter collectively the "Property"), which consists of approximately 56.93 acres; have made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Herbert J. Stayton, Jr., Esquire, and George N. Styliades, Esquire, as the Co-Trustees of the Property, further indicate a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$603,458.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$603,458.00, pursuant to CAF# 14-06944, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Herbert J. Stayton, Jr., Esquire, and George N. Styliades, Esquire, regarding to the County's purchase of development easements in the farm premises known as Block 1004, Lot 5, in the Township of Logan, County of Gloucester, State of New Jersey is approved in the amount of \$603,458.00 and the execution of same by the Freeholder Director or his designee is authorized and the Clerk of the Board is authorized to attest to the same; and

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

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

21

CONTRACT TO SELL DEVELOPMENT EASEMENT

Herbert J. Stayton, Jr., Esquire, and George N. Styliades,
Esquire, as Co-Trustees

TO

THE COUNTY OF GLOUCESTER

TABLE OF CONTENTS

	<u>Page</u>
1.0. Definitions	6
2.0. Buyer's and Seller's Commitments	7
2.1. Form of Deed	7
2.2. Documents Required for Sale from Seller ...	8
2.2.1. Buyer's Documents Required for Sale.....	8
2.3. Seller's Conditional	8
2.4. Like Kind Exchange	8
2.5. Like Kind Exchange Election	9
2.6. Seller's Costs to Perform.....	9
2.7. Notice of County Disclaimer of Responsibility and Liability.....	9
2.7.1. No Assurances as to Tax Consequences	9
2.7.2. No Reliance on Buyer	9
2.8. Seller's Title and Right of Access.....	10
2.8.1. Subordination of Claims	10
2.9. Seller's Covenants as to Use.....	11
2.10. Seller's Actions Prior to Closing	11
2.11. Seller's Commitment to Cooperate	11
2.12. Assignment of Right of Offer to Sell	11
2.13. Hazardous Substances on the Property	12
2.13.1. Industrial Site Recovery Act/Environmental Cleanup Responsibility Act	12
2.14. Septic system Use	13
2.15. Condemnation Proceedings	13
2.16. Exclusive Agreement.....	13
2.17. No Litigation or Violations Pending	13
3.0. Compensation to Seller.....	13
3.1. Computation of Purchase Price.....	13
3.2. Payment of Purchase Price.....	14
3.3. Easement Effective at Closing	14
4.0. Title Insurance	15
4.1. Evidence of Seller's Title	15
4.2. Actions Necessary to Prove Seller's Title	15
4.3. Extension of Commitment Period	15
4.4. Encumbrances on Title/Property's Size.....	15
4.5. Seller's Performance Required Notwithstanding Title Dispute	15
5.0. Survey of Property	16
6.0. Inspections of the Property	16
7.0. Risk of Loss	16
7.1. Conditions of the Property.....	16
8.0. Indemnification of Buyer for Hazardous Condition of the Property.....	17

Page

8.1.	Indemnification of Buyer for Use of the Property	17
8.2.	Indemnification of Seller.....	17
9.0.	Reduction of Property's Value	17
10.0.	Use of Property After Sale	18
10.1.	No Relief from Restrictions	18
11.	Default by Seller	18
12.	Buyer's Rights on Seller's Default.....	19
13.	Enforcement of Agreement and Easement.....	20
14.	Assignment of Agreement/Transfer of Property	20
15.	Review of Agreement by Seller's Attorney	20
16.	Complete Agreement	20
17.	Location of Closing.....	20
18.	Time for Closing.....	20
18.1.	Delay in Closing by Seller.....	21
19.	No Collusion	21
20.	Notices.....	21
21.	Survivability of Covenants	21
22.	Waiver of Breach.....	21
23.	Governing Law.....	21
24.	Persons Bound.....	22
25.	Seller Entity.....	22
26.	Counterparts	22
27.	Captions	22
28.	Number and Gender	22

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

1.0. Definitions.

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

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

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

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

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

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

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be

attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and

restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

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

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

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

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

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement.

The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

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

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

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of

Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

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

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

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

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

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous

substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

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

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

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

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

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

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

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

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

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

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that

no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

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

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

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

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

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

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-

of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which

evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's

expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

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

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

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

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges

were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

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

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

forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

communication with Buyer concerning the Property.

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

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

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

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may

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

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

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

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

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

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

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer

shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

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

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

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

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

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

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

may reasonably require in order to verify the truth of the statements made in this Paragraph.

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

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

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

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

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

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____
HERBERT J. STAYTON, JR.

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

BY: _____
GEORGE N. STYLIADES

Social Security Number

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____
HERBERT J. STAYTON, JR.

Date: _____

BY: _____
GEORGE N. STYLIADES

Date: _____

**Certification Report
November 14, 2013
Easement Purchase – County Planning Incentive Program**

County: Gloucester
Owner: Stayton & Styliades
Farm: Stayton & Styliades

Municipality: Logan Twp.
SADC ID# 08-0169-PG

County **Municipality** **Block** **Lot**
Gloucester Logan Twp. 1004 5

County **Municipality** **Block** **Lots**

Acreage in Application: 57

Residential Opportunities/Exceptions:

0 **Approved RDSOs** _____
0 **Existing Dwellings** _____
0 **Severable Exceptions -** Acres _____
0 **NonSeverable Exceptions** Acres _____

**Value Conclusions – Current Zoning and Environmental Regulations
Per Acre**

Appraiser	Date	Before	After	Easement
S. Curran	7/1/13	\$15,400	\$3,200	\$12,200
M. Hanson	7/1/13	\$14,500	\$4,000	\$10,500
D. Donovan	7/1/13	\$13,800	\$3,200	\$10,600

Total Value

Appraiser	Date	Before	After	Easement
S. Curran	7/1/13	\$909,000*	\$189,000*	\$720,000*
M. Hanson	7/1/13	\$850,000**	\$235,000**	\$615,000**
D. Donovan	7/1/13	\$786,600***	\$182,400***	\$604,200***

*59 acres, rounded up to nearest \$1,000

**58.75 acres and rounded

***57 acres

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # _____ DATE August 6, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$603,458.00

DEPARTMENT Land Preservation

COUNTY COUNSEL Emmett Primas

DESCRIPTION OF PRODUCT OR SERVICE

Resolution to acquire a development easement on the farm property of
Herbert J. Stayton, Jr., Esquire and George N. Styliades, Esquire located in
the Township of Logan Known as Block 1004, Lot 5, consisting of approximately
56.93 acres at \$10,600.00 per acre for a total amount of \$603,458.00

VENDOR NAME West Jersey Title Agency
ADDRESS 15 South Main Street
CITY/STATE/ZIP Woodstown, NJ 08098

DEPARTMENT HEAD APPROVAL _____

PURCHASING AGENT _____ DATE _____

FREEHOLDER MEETING DATE August 20, 2014

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT
PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

F-5

**RESOLUTION REQUESTING \$554,185.54 FROM THE STATE AGRICULTURE
DEVELOPMENT COMMITTEE FOR DEVELOPMENT EASEMENTS ON THREE (3)
PROPERTIES PREVIOUSLY ACQUIRED THROUGH THE GLOUCESTER COUNTY
FARMLAND PRESERVATION PROGRAM**

WHEREAS, the Gloucester County Board of Chosen Freeholders (hereinafter referred to as the "Board"), pursuant to N.J.S.A. 4:1C-11 et seq., the Agriculture Retention and Development Act, (hereinafter referred to as the "Act"), and also in accordance with regulations promulgated at N.J.A.C. 2:76-5 et seq., (hereinafter referred to as the "Regulations") have oversight of the Gloucester County Farmland Preservation Program; and

WHEREAS, the State Agriculture Development Committee, (hereinafter referred to as the "SADC") has made available to Gloucester County (hereinafter referred to as the "County"), \$1,000,000.00 in base grant funding, and up to \$5,000,000.00 in competitive grant funding, as per the County's Planning Incentive Grant application for the purchase of development easements on properties that have made application to the County's Farmland Preservation Program; and

WHEREAS, this funding was provided via \$200 million in bond funds approved by the voters of the State of New Jersey in 2009 for preservation efforts and the County's allocation was approved by the Garden State Preservation Trust; and

WHEREAS, based upon the said proposed funding allocations, the County previously submitted a total of eight (8) properties to the SADC; and

WHEREAS, the SADC has indicated to the County that a balance of \$544,185.54 still exists in the County's possible funding allocation and based upon this remaining funding allocation, the County is submitting three (3) additional properties to the SADC, all of which were previously preserved and qualify for the purchase of said easements pursuant to both the Act, and Regulations, as well as County guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders authorizes and approves this request for cost-share funding in the amount of \$554,185.54.18 from the State Agriculture Development Committee as to the acquisition of development easements on three (3) properties previously acquired through the Gloucester County Planning Incentive Grant application, and as per the Gloucester County Farmland Preservation Program, whereas the said specific property is included as an attachment to this resolution which is identified as "Schedule A", and incorporated by reference.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

SCHEDULE "A"

15

FARMLAND PRESERVATION PROGRAM
GLOUCESTER COUNTY PLANNING INCENTIVE GRANT REQUEST
Previously settled by Gloucester County and certified by the SADC
(All "requested funding" does not include 3% buffer encumbrance)

1. Applicant: Robert M. Brown and Maxine L. Brown
Municipality: Mantua Township / East Greenwich Township
Block(s)Lot(s): Block 4, Lot 19 (Mantua Township)
Block 1306, Lot 2.09 (East Greenwich Township)
Approx. Acres: 37.418
Exception(s): None
Approx. cost: \$402,243.50 (\$10,750.00 per acre)
Existing Housing: One
Ag. Labor Housing: None
None Ag. Uses: None
Requested Funding: \$245,100.00 (competitive grant), \$157,143.50 County Funding
Settled by County: April 1, 2014

2. Applicant: Alfio Cali and Betty Cali
Municipality: Logan Township
Block(s)Lot(s): Block 703, Lot 11
Approx. Acres: 37.076
Exception(s): None
Approx. cost: \$385,590.40 (\$10,400.00 per acre)
Existing Housing: One
Ag. Labor Housing: Two
None Ag. Uses: None
Requested Funding: \$230,880.00 (competitive grant), \$154,710.40 County Funding
Settled by County: October 9, 2013

3. Applicant: John F. Dormann and Karen E. Dormann
Municipality: East Greenwich Township
Block(s)Lot(s): Block 102, Lot 7 (East Greenwich Township)
Approx. Acres: 16.98
Exception(s): One
Approx. cost: \$152,820.00 (\$9,000.00 per acre)
Existing Housing: None
Ag. Labor Housing: None
None Ag. Uses: None
Requested Funding: \$68,205.54 (competitive grant), \$84,614.46 County Funding
Settled by County: October 23, 2013

6-1

RESOLUTION AUTHORIZING THE ADOPTION OF CERTAIN ATTORNEY GENERAL GUIDELINES AS THE COUNTY CORRECTIONS DEPARTMENT POLICIES AND PROCEDURES AND AMENDING THE CORRECTIONS DEPARTMENT POLICIES AND PROCEDURES MANUAL

WHEREAS; The New Jersey Attorney General has developed guidelines for various aspects of the administration and operation of law enforcement and Corrections agencies; and

WHEREAS, the County Corrections Department desires to adopt certain of these guidelines as part of its policies and procedures; and

WHEREAS, adopting the guidelines will coordinate the Corrections Department policies and procedures with the those recommended by the Attorney General and would aid the Corrections Department in its employee training and testing in various areas of Corrections enforcement and procedure; and

WHEREAS, the subject matter of the guidelines to be adopted are: Mandatory In-Service Law Enforcement Training, Drug Testing, Firearms, Internal Affairs, Domestic Violence Procedures, Employee Involved Domestic Violence; Use of Force, and Vehicular Pursuit; and

WHEREAS, in order to formally adopt and implement these guidelines, it is necessary to amend the Corrections Department Policies and Procedures Manual to include these guidelines at the appropriate sections, as follows:

- Mandatory In-Service Law Enforcement Training: Section 3, Number 350
- Drug Testing: Section 3, Number 365
- Firearms: Section 3, Number 367
- Internal Affairs: Section 3, Number 385
- Domestic Violence Procedures: Section 3, Number 370 (new section)
- Employee Involved Domestic Violence: Section 3, Number 371
- Use of Force: Section 4, Number 457
- Vehicular Pursuit: Section 4, Number 489;

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that the following Attorney General Guidelines be and are hereby adopted as the Policies and Procedures of the County Corrections Department: Mandatory In-Service Law Enforcement Training, Drug Testing, Firearms, Internal Affairs, Domestic Violence Procedures, Employee Involved Domestic Violence, Use of Force, and Vehicular Pursuit; and

BE IT FURTHER RESOLVED, that the appropriate sections of the Corrections Department Policies and Procedures Manual as described herein be and are hereby amended to include the aforesaid Attorney General Guidelines.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G-2

RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY FOR FISCAL YEAR 2014

WHEREAS, there exists a need in the County of Gloucester for the replacement of body armor for full-time, permanent law enforcement officers; and

WHEREAS, N.J.S.A. 52:17B-4.4 established a "Body Armor Replacement" fund in the New Jersey Department of Law and Public Safety; and

WHEREAS, the Gloucester County Prosecutor recommends the execution of a grant application to said State agency for grant funds to be used to provide body armor replacement; 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, Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the total grant funds to be awarded shall be determined by the funding agency.

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

1. That the Director of the Board is hereby authorized to execute and file an application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, requesting grant funds to be used for the replacement of body armor for full-time, permanent law enforcement officers (if the funding agency requires the Gloucester County Prosecutor to execute the grant application, then submission of the grant application by the Prosecutor is hereby authorized); and
2. That 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 additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held August 20, 2014, at Woodbury, New Jersey.

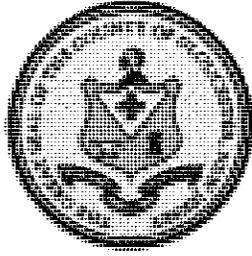


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



County of Gloucester

***RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS NECESSARY TO
APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND
PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR
REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED
BY THE FUNDING AGENCY FOR FISCAL YEAR 2014***

CERTIFICATION

I, **ROBERT N. DILELLA**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: **(1)** this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **20th** day of **August, 2014**, and duly recorded in my office; **(2)** that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and **(3)** that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2014.

ROBERT N. DILELLA,
CLERK OF THE BOARD
County of Gloucester

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: August 7, 2014

1. TYPE OF GRANT
NEW GRANT
X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 14-249

2. GRANT TITLE: 2014 Body Armor Replacement Program Grant Application

3. GRANT TERM: FROM: N/A TO: N/A

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Ronald Koller 384-5605

6. NAME OF FUNDING AGENCY: DCJ - Department of Law and Public Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant will provide partial funding to purchase ballistic vests for detectives in the Prosecutor's Office. This grant helps offset the cost to the County. Ballistic vests have a useful life of five (5) years and then must be replaced.

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

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$ N/A

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ N/A

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

13. DATE APPLICATION DUE TO GRANTOR 8/29/14

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	<u>To be determined by Grantor</u>	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$ <u>To be determined by Grantor</u>		

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
 YES X NO _____

DEPARTMENT HEAD: 
 Signature

DATE: 8/7/14

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
Signature
2. _____
Signature

Agency Information	
Agency Id	249
DCJ Tracking Number	16224
Treasury Location Code	99
Tax ID	21-600-0660
Agency Name	Gloucester County Prosecutor's Office
Agency Type	Prosecutor
County	Gloucester
Municipality	GLOUCESTER
Address	P.O. Box 623 70 Hunter Street
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5500
Fax Number	(856) 384-8626

Agency Contact Information	
Name	Mr. Ronald F. Koller Jr.
Title	Sergeant
Email Address	rkoller@co.gloucester.nj.us
Address	PO Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5605
Fax Number	(856) 384-8626

Agency Head/Chief Law Enforcement Officer	
Name	Mr. Sean F. Dalton
Title	Prosecutor
Email Address	sdalton@co.gloucester.nj.us
Address	P.O. Box 623
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-5534
Fax Number	(856) 384-8624
Submission Date	08/06/2014
Current Officers	35, in 2013: 35
Comments: We will purchase(1) vest within the next(3) months for a replacement hire. We are scheduled to replace (3) vests in the 2015 calendar year. We will need to replace six (6) outer carriers between now and the end of 2015. Vest \$975; Outer Carrier \$100	

Chief Financial Officer	
Name	Mr. Gary M. Schwarz
Title	CFO
Email Address	aliberto@co.gloucester.nj.us
Address	P.O. Box 337
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 853-3353
Fax Number	(856) 251-6778

Body Armor Application 2014

Financial History							
Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent	Other Reason
1998	0	\$1,893.59	\$1,893.59	\$0.00	4		
1999	0	\$2,641.30	\$2,641.30	\$0.00	8		
2000	0	\$2,423.95	\$0.00	\$2,423.95	0		
2001	21	\$1,996.43	\$2,424.43	\$1,995.95	4		
2002	30	\$2,834.14	\$532.00	\$4,298.09	1		
2003	31	\$2,877.38	\$0.00	\$7,175.47	0		
2004	34	\$3,170.37	\$10,345.84	\$0.00	12		
2005	34	\$3,066.35	\$3,066.35	\$0.00	4		
2006	34	\$3,197.46	\$0.00	\$3,197.46	0	PRC	
2007	35	\$3,764.21	\$3,197.46	\$3,764.21	5	OTH	Min. 2 vests to be purch. within 60 days
2008	35	\$3,397.42	\$0.00	\$7,161.63	0	OTH	Employee did not retire.No expirations.
2009	34	\$1,330.21	\$6,438.00	\$2,053.84	12	PRC	
2010	34	\$3,180.80	\$0.00	\$5,234.64	0	PRC	
2011	34	\$3,397.05	\$8,167.56	\$464.13	12	PRC	
2012	34	\$3,477.24	\$0.00	\$3,941.37	0	PRC	
2013	35	\$4,495.78	\$0.00	\$8,437.15	0		
Totals		\$47,143.68	\$38,706.53	\$8,437.15	62		

G-3

RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2014 STATE BODY ARMOR REPLACEMENT PROGRAM IN AN AMOUNT TO BE DETERMINED FROM AUGUST 29, 2014 TO AUGUST 28, 2015

WHEREAS, there exists a need in the County of Gloucester for the replacement of body armor for full-time, permanent correctional officers; and

WHEREAS, N.J.S.A. 52:17B-4.4 established a "Body Armor Replacement" fund in the New Jersey Department of Law and Public Safety; and

WHEREAS, the Gloucester County Department of Correctional Services recommends the execution of a grant application to said State agency for grant funds to be used to provide body armor replacement; and

WHEREAS, the Gloucester County Department of Correctional 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; and

WHEREAS, the Gloucester County Department of Correctional Services 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, Department of Law and Public Safety, Division of Criminal Justice, for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the total grant funds to be awarded shall be determined by the funding agency.

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

1. That the Director of the Board is hereby authorized to execute and file an application with the State of New Jersey, Department of Law and Public Safety, Division of Criminal Justice, requesting grant funds to be used for the replacement of body armor for full-time, permanent correctional officers (if the funding agency requires the Gloucester County Department of Correctional Services to execute the grant application, then submission of the grant application by the Prosecutor is hereby authorized); and
2. That 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 additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held August 20, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AUG 06 2014

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: 8/5/14

- 1. TYPE OF GRANT
 NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: 2014 State Body Armor Replacement Fund.

3. GRANT TERM: FROM: 8/29/14 TO: 8/28/15

4. COUNTY DEPARTMENT: Correctional Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Jodi Doman 856-384-4611

6. NAME OF FUNDING AGENCY: State of NJ Dept of Law's Public Safety Div. of Criminal Justice

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Replacement of vest for officers that are 5 years or older, or outdated, and assure all vests are not damaged.

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

NAME	AMOUNT	NAME	AMOUNT
<u>N/A</u>			

9. TOTAL SALARY CHARGED TO GRANT: \$ 0

10. INDIRECT COST (IC) RATE: 0 %

11. IC CHARGED TO GRANT \$ 0

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 0 %

13. DATE APPLICATION DUE TO GRANTOR 8/29/14

**2014 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

2014 Budget

3-01-25-280-001-20460 POLICE SUPPLIES:
Purchase vests for Department of
Correctional Services

Department D.O.C.S.

**Form C-2
Department Code 280
Submission Date 8-5-14
Revision Date _____**

Agency Information	
Agency Id	647
DCJ Tracking Number	16066
Treasury Location Code	99
Tax ID	21-600-0660
Agency Name	Gloucester County Department of Correctional Services
Agency Type	Jail
County	Gloucester
Municipality	GLOUCESTER
Address	PO Box 689, 70 Hunter st
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 384-4612
Fax Number	(856) 853-3503

Agency Contact Information	
Name	Mrs Jodi A. Doman
Title	Clerk
Email Address	jbruno@co.gloucester.nj.us
Address	po box 689
City, State, ZIP	woodbury, nj 08096
Phone Number	(856) 384-4612
Fax Number	(856) 853-3503

Agency Head/Chief Law Enforcement Officer	
Name	Eugene J. Caldwell II
Title	Warden
Email Address	ecaldwell@co.gloucester.nj.us
Address	PO Box 689,70 hunter st
City, State, ZIP	woodbury, nj 08096
Phone Number	(856) 384-4633
Fax Number	(856) 384-4613
Submission Date	07/29/2014
Current Officers	62, in 2013: 62

Chief Financial Officer	
Name	Mr. Gary M. Schwarz
Title	CFO
Email Address	aliberto@co.gloucester.nj.us
Address	P.O. Box 337
City, State, ZIP	Woodbury, NJ 08096
Phone Number	(856) 853-3353
Fax Number	(856) 251-6778

Body Armor Application 2014

Financial History							
Year	# Officers	Funding	State Funded Expenditure	Cumulative Unexpended Balance	Vests Purchased	Reason Not Spent	Other Reason
2003	112	\$10,283.83	\$0.00	\$10,283.83	0	PRC	
2004	112	\$10,352.75	\$0.00	\$20,636.58	0	PRC	
2005	137	\$12,181.33	\$20,525.67	\$12,292.24	41		
2006	169	\$15,754.58	\$12,170.44	\$15,876.38	24	PRC	
2007	177	\$19,214.80	\$15,876.38	\$19,214.80	30	OTH	Purch planned for 08 hires/expired vests
2008	154	\$14,890.52	\$4,394.28	\$29,711.04	12		
2009	153	\$4,235.94	\$15,152.50	\$18,794.48	22		
2010	134	\$11,065.50	\$18,794.98	\$11,065.01	23	PRC	
2011	131	\$11,662.18	\$11,065.00	\$11,662.19	15	PRC	
2012	121	\$11,095.45	\$11,662.00	\$11,095.64	14	PRC	
2013	62	\$7,578.24	\$0.00	\$18,673.88	0		
Totals		\$128,315.12	\$109,641.24	\$18,673.88	181		