

**AGENDA**

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

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from October 15, 2014

P-1 Proclamation proclaiming November 19, 2014 National Educational Support Professionals Day (Barnes) (To be presented at a later date)

P-2 Proclamation Recognizing the Gloucester County NAACP Branch 2345 2014 Freedom Fund Image Awards – “The Game Changers!” (Taliaferro) (To be presented at a later date)

P-3 Proclamation Recognizing Kappa Alpha Psi Fraternity, Inc. 2014 AFRICAN-AMERICAN WOMEN ACHIEVERS (Taliaferro) (To be presented at a later date)

P-4 Proclamation Recognizing Nick Parks 2014 Pregnant Pause Poster Contest Winner (Taliaferro) (To be presented at a later date)

P-5 Proclamation Recognizing Reva Meighan - GLOUCESTER COUNTY 2014 OUTSTANDING SENIOR VOLUNTEER (Taliaferro) (To be presented at a later date)

P-6 Proclamation Recognizing Sandra E. Graves Upon Her Retirement (Taliaferro) (Previously Presented)

P-7 Proclamation Recognizing Brenna Joanne Weick for Exceptional Efforts in Community Service and Volunteerism (Simmons) (Previously Presented)

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- Body Armor Replacement Fund Program - \$5,729.00 - These funds are to be used toward the purchase of Body Armor for the Gloucester County Department of Corrections.
- Body Armor Replacement Fund Program - \$3,452.00 - These funds are to be used toward the purchase of Body Armor for the Gloucester County Prosecutor's Office.
- Body Armor Replacement Fund Program - \$7,838.00 - These funds are to be used toward the purchase of Body Armor for the Gloucester County Sheriff's Department.
- Comprehensive Traffic Safety Program - \$47,450.00 - This grant provides funding for training, purchase of safety and police supplies and educational material. This allows the Gloucester County Highway Safety Taskforce to increase public awareness of the significant safety problems confronting our residents through education, communications and training.
- DUI Checkpoint Saturation Patrol Grant - \$130,000.00 - This grant provides funding to conduct various DUI sobriety checkpoints and saturation patrols throughout Gloucester County. Selected municipalities are reimbursed officer overtime allowing for sobriety checkpoints and patrols. The objective of this grant is to reduce the percentage of impaired driving related fatal crashes, reduce injuries and property damage.
- Right To Know - \$10,798.00 - These funds will be used to provide administrative support in providing a database advising workers and the community of hazardous materials used in the workplace and to monitor the collection and awareness of this database.

- Area Planning Contract - \$3,173.00 - These funds represent the final obligation and allocation of funds for the 2014 Area Plan Grant. These additional funds will be used to fully fund the contract obligations the County has with various vendors and other county departments. This modification increases the total amount of the 2014 Area Plan Grant to \$1,515,883.00.
- County Environmental Health Act - \$12,320.00 - These funds will be used for administrative expenditures pertaining to the County Environmental Health Act program. The CEHA program supports services provided on behalf of DEP, including Safe Water, Pesticides and Right to Know inspections.

**A-2 RESOLUTION AUTHORIZING 2014 BUDGET TRANSFERS.**

This resolution is needed to transfer funds from department to department where needed.

**A-3 RESOLUTION REAPPOINTING MEMBERS TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY BOARD OF TRUSTEES.**

This will authorize the reappointment of Jean DuBois and Yolette Ross to a four-year term from November 1, 2014 to October 31, 2018 to the Rowan College at Gloucester County Board of Trustees.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING A CONTRACT WITH TOWNSHIP OF FRANKLIN FIRE DISTRICT #1 BOARD OF FIRE COMMISSIONERS, FRANKLINVILLE FIRE COMPANY AND TOWNSHIP OF FRANKLIN FIRE DISTRICT #3 BOARD OF FIRE COMMISSIONERS, JANVIER VOLUNTEER FIRE COMPANY NO. 1 TO PERFORM THE DUTIES OF DECONTAMINATION FOR THE COUNTY CHEMICAL BIOLOGICAL, RADIOLOGY, NUCLEAR & EXPLOSIVE TEAM.**

This Resolution authorizes the execution of contract with the Township of Franklin Fire District #1 Board of Fire Commissioners, Franklinsville Fire Company and Township of Franklin Fire District #3 Board of Fire Commissioners, Janvier Volunteer Fire Company No. 1 to perform the duties of decontamination for the County Chemical Biological, Radiology, Nuclear & Explosive (CBRNE) Team. The contracts will be for a term of one year, from September 4, 2014 to September 3, 2015.

**B-2 RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY OF GLOUCESTER THROUGH STATE CONTRACT #A82583 IN AN AMOUNT NOT TO EXCEED \$75,000.00 FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015.**

The County's total aggregate for Verizon Wireless Services for all county offices will not exceed \$75,000.00. This figure includes cell phones charged to State & Federal Grant Programs.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE CONTRACT BY \$9,053.00.**

The New Jersey Department of Labor and Workforce Development revised our funding for Program Year 2012 (7/1/12 to 6/30/13). The funding stream, WorkFirst NJ funds, in the amount of \$9,053.00 is being rescinded.

WIA Adult	\$2,238.00
WIA Dislocated Worker	\$6,815.00
Total	\$9,053.00

These monies needed to be obligated by June 30, 2013. We had no customers who met the appropriate criteria to access these funds. The dollars above each have specific parameters that need to be met prior to their use. The original NJLWD Workforce Development Area Contract for Program Year 2012 is being modified to reflect this decrease in funds. The grant period shall be reflected as July 1, 2012 to June 30, 2013. The total funding for our County in PY 2012 is \$3,626,883.00.

**C-2 RESOLUTION TO PURCHASE A 2015 CHEVROLET EXPRESS VAN FROM MALL CHEVROLET THROUGH STATE CONTRACT #A83174 FOR \$17,332.51 AND RESCINDING THE PURCHASE IN RESOLUTION #48641 DATED SEPTEMBER 3, 2014 DUE TO THE UNAVAILABILITY OF THE SPECIFIED VAN.**

On September 3, 2014 a Resolution was adopted to purchase a specific 2015 Chevrolet Express 1500 van. The van was discovered to be unavailable. This Resolution now authorizes the purchase of a 2015 Chevrolet Express passenger van with the specifications set forth in the bill of sale through State Contract #A83174 for \$17,332.51. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The van will be utilized by the County's Department of Public Works, Division of

Fleet Management for the Division of Senior Services. CAF #14-07149 has been obtained to certify funds.

**C-3 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT FOR STP-4048(105) RIGHT OF WAY WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING BY \$314,000.00.**

This Resolution will authorize the County to enter into NJDOT ROW Agreement Modification Increase #01 in the amount of \$314,000.00 for Federal Aid ROW Agreement No. NJDOT State Sponsor Agreement Form SA-1006 dated January 27, 2012 (Federal Project #STP-4048(105)ROW) for Federal Funding not to exceed a total of \$1,100,460.00 for the roadway improvement project known as the "Reconstruction of Egg Harbor Road, County Route 630, Washington Township," Federal Project No. STP-4048(105) ROW, Engineering Project #06-01FA. The agreement modification is for additional Right-of-Way (ROW) costs. This project is 100% federally funded.

**C-4 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR THE REPLACEMENT OF BRIDGE 4-H-5, JESSUP MILL ROAD BRIDGE IN THE TOWNSHIP OF MANTUA FOR \$839,317.82.**

This Resolution will authorize and approve a Construction Contract in the total amount of \$839,317.82 between the County and South State, Inc. for the Engineering Project "Replacement of Bridge 4-H-5, Jessup Mill Road Bridge over Edwards Run in the Township of Mantua, County of Gloucester," Engineering Project #14-06, (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 Wednesday, October 08, 2014. South State, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The existing bridge failed under a storm event in August 2013 and has remained closed since this construction project. The proposed bridge replacement will consist of a steel sheet piling, tremie concrete foundation and Geosynthetic Reinforced Soil – Integrated Bridge System (GRS-IBS) abutments which supports a concrete precast prestressed concrete adjacent solid slab beam superstructure. A 5" thick reinforced concrete deck will be poured directly on top of the prestressed concrete adjacent slab beams with shear reinforcing to be composite with the prestressed beams and integral part of the superstructure. The bridge railing shall conform to the system shown on the plans and must meet the approved specification system approved by the FHWA. This project is anticipated to be completed 90 calendar days after notice to proceed is issued by the County. CAF #14-09033 has been obtained to certify funds.

**C-5 RESOLUTION TO PURCHASE (3) HENDERSON HITCHES WITH TILTS AND (2) HENDERSON SNOWPLOWS FROM INTERCON TRUCK EQUIPMENT FOR \$38,671.00.**

This Resolution authorizes the purchase of three (3) Henderson FSP41R101SCT Hitches with Tilts and two (2) Henderson Snowfoe series manual reversible one way snowplow or approved equal from Intercon Truck Equipment, 591 Meetinghouse Road, Boothwyn, PA 19061, as per PD #14-049, (\$7,955.00 x 2=\$23,865.00 and \$7,403.00 x 2=\$14,806.00) for the total amount of \$38,671.00. CAF #14-09153 has been obtained to certify funds.

**C-6 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH P & A CONSTRUCTION, INC. BY \$72,600.00.**

This Resolution will authorize and approve a Contract Change Order #01-Increase in the amount of \$72,600.00 for a total revised contract amount of \$2,438,443.47 between the County and P & A Construction, Inc. Contract Change Order #01-Increase is necessitated by an increase in Item #116, miscellaneous concrete; this item was intended to be utilized over new pipe crossings to eliminate settlement. The quantity included in the contract would not cover all locations, for the Engineering Project "Phase 2 – Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey," Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA. This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, May 21, 2014. P & A Construction, Inc. was determined to be the lowest responsive and responsible bidder for the Project, for an original contract in the total amount of \$2,365,843.47. This project is 100% Federal Aid Funded. CAF #14-09052 has been obtained to certify funds.

**C-7 RESOLUTION TO CONTRACT WITH BUD CONCRETE, INC. FOR MISCELLANEOUS CONCRETE REPLACEMENT AND PEDESTRIAN UPGRADE PROJECTS AT VARIOUS LOCATIONS THROUGHOUT THE COUNTY FOR \$165,700.00.**

This Resolution will authorize and approve a Construction Contract in the total amount of \$165,700.00 between the County and Bud Concrete, Inc. for the Engineering Project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #14-20 (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 Wednesday, October 01, 2014. Bud Concrete, Inc. has been determined to be the lowest responsive and responsible bidder for the Project. The Project consists of the upgrading of Pedestrian Facilities which do not meet current ADA standards along with providing facilities where none exist along various sections of County Roads. Sections of sidewalk and curb will be constructed and or reconstructed as indicated on sketches to be provided when available or as directed in the field. Delineation with truncated domes as part of the detectable warning surface will also be constructed. This project is anticipated to be completed 365

calendar days after notice to proceed is issued by the County. CAF #14-09244 has been obtained to certify funds.

**C-8 RESOLUTION APPROVING A CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH R.E. PIERSON, INC. FOR ENGINEERING PROJECT #05-03SA IN THE BOROUGH OF PITMAN BY \$137,482.07.**

This Resolution will approve and authorize Contract Change Order Decrease #02-Final, with R.E. Pierson Construction Company, Inc., (P.O. Box 430, Woodstown, NJ 08098/426 Swedesboro Road, Pilesgrove, NJ 08098) for the project "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA (hereinafter the "Project"), in the amount of \$137,482.07. This change order is for final Construction Quantities (as-built). The overall change order results in a contract decrease from the original contract amount of \$2,377,253.43 (Change Order #01-Increase of \$17,930.90 to revised contract of \$2,395,184.30) to final contract amount of \$2,257,702.26. This project is 100% State Aid Funded.

**C-9 RESOLUTION AWARDED PROFESSIONAL SERVICES CONTRACTS FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., AND PENNONI ASSOCIATES, INC. FROM NOVEMBER 5, 2014 TO NOVEMBER 4, 2015 IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR EACH CONTRACT.**

This Resolution will authorize the County to enter into two Professional Services Contracts [1] with Federici & Akin, P.A., Consulting Engineers (307 Greentree Road, Sewell, NJ 08080) in an amount not to exceed \$125,000.00, and [2] with Pennoni Associates, Inc. (515 Grove Street, Suite 1B, Haddon Heights, NJ 08035) in an amount not to exceed \$125,000.00 to provide Capital Project Management engineering, construction & environmental services and/or other unspecified projects to and for the County, per RFP-014-039, for the project "Yearly Capital Project Management for Engineering Services (RFP-014-039)," Engineering Project #14-19, for a one (1) year period from November 5, 2014 to November 4, 2015. These contracts will provide the County with Engineering, Inspection Management and Environmental Services on an "as-needed/on-call basis."

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**E-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, FROM JULY 1, 2014 TO JUNE 30, 2015 IN THE AMOUNT OF \$158,000.00.**

This Resolution authorizes the execution of any documents necessary to apply with the New Jersey Department of Environmental Protection (DEP) for the County Environmental Health Act Grant. This grant supports various services including the Solid Waste program, air pollution prevention and use of DEP's database. The grant period from July 1, 2014 to June 30, 2015, and is in the amount of \$158,000.00.

**E-2 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS FOR A CAPACITY BUILDING AWARD "MINI GRANT" FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 IN THE AMOUNT OF \$3,500.00.**

This Resolution authorizes the execution of any documents necessary to apply to the National Association of County & City Health Officials for a Capacity Building Award "mini grant" in the amount of \$3,500.00 from October 1, 2014 to September 30, 2015. The purpose of the "mini grant" is to increase the GCDHSS's organizational capacity in administering the Gloucester County Medical Reserve Corps, which is a volunteer organization that is utilized in response to community emergencies.

**E-3 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY FOR THE CALENDAR YEAR 2015 PORTION OF THE 2013-2015 AREA PLAN CONTRACT WITH THE STATE DEPARTMENT OF HUMAN SERVICES.**

This Resolution authorizes the execution of any documents necessary to apply for funding for the calendar year 2015 portion of the 2013-2015 Area Plan Contract with the New Jersey Department of Human Services, Division of Aging Services. Execution of the contract enables the receipt of grant funds that will enable the County Department of Health, Senior and Disability Services, Division of Senior Services, to provide a broad range of programs and services for the elderly population in Gloucester County

**E-4 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF A CONTRACT WITH FREE FOR ALL, INC., TO OFFER A DISCOUNT PRESCRIPTION DRUG PROGRAM FOR GLOUCESTER COUNTY RESIDENTS FROM NOVEMBER 15, 2014 TO NOVEMBER 14, 2016 WITH NO COST TO THE COUNTY.**

This Resolution authorizes the extension of the Contract with Free For All, Inc., entered into on November 7, 2012, to supply free prescription drug discount cards to Gloucester County residents, with additional discounted services such as discounted laboratory and imaging services and discounted pet medications for the term of one (1) two year term through November 14, 2016. There is no cost to the County and the County will receive \$1.25 per collected transaction for prescription drug program use.

**E-5 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NEW JERSEY DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FOR RENEWAL OF THE COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT FOR THE CALENDAR YEAR 2015 IN THE TOTAL AMOUNT OF \$647,449.00.**

This Resolution authorizes the execution of any documents necessary to apply for renewal of the Comprehensive Alcohol and Drug Abuse Services Grant Application to the New Jersey Dept. of Human Services, Division of Mental Health and Addiction Services, for the calendar year 2015. The total amount of the grant is \$647,449.00 representing \$565,419.00 from the State and County matching funds of \$83,030.00. The funds provide for comprehensive addiction services, through subcontracts with provider agencies, to Gloucester County residents, such services including prevention and education, intervention, residential detoxification and treatment, outpatient treatment, halfway house continuing care, and recovery support services including Oxford House or sober living assistance. The funds also provide for the County's administrative costs.

**E-6 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO SOUTHERN NEW JERSEY PERINATAL COOPERATIVE FOR WIC LACTATION CONSULTANT SERVICES FROM NOVEMBER 5, 2014 TO NOVEMBER 4, 2015 FOR \$20,940.00.**

This Resolution authorizes the award of a professional services contract as per RFP 014-043 with Southern New Jersey Perinatal Cooperative for Women, Infants and Children Program (WIC) Lactation Consultant Services from November 5, 2014 to November 4, 2015 for \$20,940.00. The WIC Peer Counselor will work under the direction of Gloucester County WIC Program Coordinator as well as an International Board Certified Lactation Consultant to provide breastfeeding information and support to WIC Program mothers in helping these mothers manage common breastfeeding concerns and overcome barriers to breastfeeding. CAF #14-09137 has been obtained to certify funds.

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**F-1 RESOLUTION AUTHORIZING EXECUTION OF THE 2014 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$133,057.00.**

This Resolution authorizes the execution of the 2014 annual salary agreement that outlines what the County shall provide for Rutgers University and what Rutgers shall provide for the County in terms of salary and programs in an amount not to exceed \$133,057.00 from January 1, 2014 to December 31, 2014. This is an annual agreement that supports the work of Cooperative Extension in the County since 1918. The Cooperative Extension provides programs in the areas of agriculture and resource management, family and community health sciences, and 4-H youth development and other related programming to the residents of Gloucester County.

**F-2 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF MANTUA ON APPROXIMATELY 49.585 ACRES OF FARM PROPERTY OWNED BY STILL RUN PROPERTIES, LLC, FOR \$595,020.00.**

This Resolution authorizes the purchase of the development rights on properties in the Township of Mantua owned by Still Run Properties, LLC, as per the application made to the Gloucester County Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$12,000.00 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 \$3,000.00 for R.W. Frankenfield Associates and \$2,900.00 for Steven Bartelt. This property is contiguous to more than 700 acres of previously preserved farmland, and is in close proximity to more than 2,000 acres of previously preserved farmland and open space. CAF #14-09088 has been obtained to certify funds.

**F-3 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF MANTUA ON APPROXIMATELY 42.890 ACRES OF FARM PROPERTY OWNED BY STILL RUN PROPERTIES, LLC FOR \$501,813.00.**

This Resolution authorizes the purchase of the development rights on properties in the Township of Mantua owned by Still Run Properties, LLC, 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 \$11,700.00 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 \$3,000.00 for R.W. Frankenfield Associates and \$2,900.00 for Steven Bartelt. This property is contiguous to more than 700 acres of previously preserved farmland, and is in close proximity to more than 2,000 acres of previously preserved farmland and open space. CAF #14-09089 has been obtained to certify funds.

**F-4 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF LOGAN ON APPROXIMATELY 29.476 ACRES OF FARM PROPERTY OWNED BY JOSEPH A. MUSUMECI, VICTORIA MUSUMECI, AND ANNA MUSUMECI FOR \$274,126.80.**

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan owned by Joseph A. Musumeci, Victoria Musumeci, and Anna Musumeci, 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 \$9,300.00 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 \$3,000.00 for R.W. Frankenfield Associates and \$3,000.00 for the Hanson Organization. This property is contiguous to more than 500 acres of previously preserved farmland and open space, and is in close proximity to more than 1,000 acres of previously preserved farmland. CAF #14-09087 has been obtained to certify funds.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**G-1 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE FOR USE BY THE COUNTY PROSECUTOR'S OFFICE FOR A TOTAL CONTRACT AMOUNT OF \$35,177.60.**

The Gloucester County Prosecutor's Office is in need of a vehicle for undercover purposes and confidential investigations. Several vehicles in our fleet have exceeded their useful life. In addition, most of the vehicles in our fleet cannot be used in undercover operations because their identity has been compromised. As a result, the County is purchasing one vehicle for a total contract amount of \$35,177.60. This resolution will authorize the purchase of a vehicle to be utilized for said purposes. Pursuant to N.J.S.A. 40A:11-5(1)(g), this acquisition of special equipment for confidential investigation is exempt from public bidding and a Bid Waiver has been obtained from the Attorney General's Office accordingly. CAF #14-09054 has been obtained to certify funds.

Old Business

New Business

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

Adjournment

**MINUTES**

7:30 p.m. Wednesday, October 15, 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 October 1, 2014

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

Comments: N/A

48707 Proclamation Recognizing the Washington United Lightning Soccer Team for their outstanding performance during the 2014 season (Simmons) (To Be Presented)

48708 Proclamation Honoring the "Gloucester County Sheriff's K-9 Unit" For Successfully Tracking and Finding a Toddler in Glassboro, NJ on September 10, 2014 (Christy) (To be Presented)

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: Lee Lucas, Gibbstown, had questions on A-1 and the funding.

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

**48709 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

**48710 RESOLUTION PROVIDING FOR THE INSERTION OF \$14,975.00 GRANT FROM THE STATE OF NEW JERSEY, DIVISION OF COMMUNITY AFFAIRS INTO GLOUCESTER COUNTY 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

**48711 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF OCTOBER 2014.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		14-08437
Christy			X		
DiMarco			X		
Simmons		X	X		14-08107 14-08111 14-08164 14-06576
Taliaferro			X		
Damminger			X		

Comments: N/A

**48712 RESOLUTION EXTENDING A CONTRACT WITH MERCURY CONSULTING GROUP, LLC FOR CONSULTING SERVICES FROM NOVEMBER 9, 2014 TO NOVEMBER 8, 2016 IN AN AMOUNT NOT TO EXCEED \$75,000.00 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

**48713 RESOLUTION INCREASING THE CONTRACT WITH PITNEY BOWES BY \$26,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$172,000.00 THROUGH STATE CONTRACT #A75237.**

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

Comments: N/A

**48714 RESOLUTION AUTHORIZING A CONTRACT WITH MISSION CRITICAL PARTNERS, INC. FOR CONSULTING SERVICES FROM OCTOBER 16, 2014 TO OCTOBER 15, 2015 FOR \$226,046.00.**

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

Comments: N/A

**48715 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2014 HOMELAND SECURITY GRANT PROGRAM FROM THE NEW JERSEY OFFICE OF HOMELAND SECURITY AND PREPAREDNESS WITH A FUNDING PERIOD FROM SEPTEMBER 1, 2014 TO AUGUST 31, 2016 IN THE AMOUNT OF \$150,000.00.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**48716 RESOLUTION AUTHORIZING EXECUTION OF APPLICATION DOCUMENTS NECESSARY FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMOUNT OF \$45,948.36.**

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

Comments: N/A

**48717 RESOLUTION TO EXECUTE HUD FORMS FOR THE GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS FOR FY2014.**

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

Comments: N/A

**48718 RESOLUTION AUTHORIZING THE FOLLOWING EIGHT MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015:**

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

Comments: N/A

**48719 RESOLUTION AUTHORIZING THE FOLLOWING FOUR MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING PRIOR YEARS' RE-PROGRAMMED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015:**

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

Comments: N/A

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**48720 RESOLUTION AUTHORIZING A CONTRACT WITH WESTON ENTERPRISES, INC. FOR THE PURCHASE OF A REFRIGERATED MORGUE TRAILER IN THE AMOUNT \$109,500.00.**

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

Comments: N/A

**48721 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL AGREEMENT ACCEPTING TITLE XX GRANT FUNDS , FROM JANUARY 1, 2015 TO DECEMBER 31, 2015 IN THE TOTAL AMOUNT OF \$66,117.00, WHICH INCLUDES AN IN-KIND MATCH OF \$5,384.00.**

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

Comments: N/A

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**48722 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH CENTRAL POLY CORPORATION FROM OCTOBER 17, 2014 TO OCTOBER 16, 2016 IN AN AMOUNT NOT TO EXCEED \$25,000.00 PER YEAR.**

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

Comments: N/A

**48723 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH CORE MECHANICAL, INC., FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$450,000.00.**

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

Comments: N/A

**48724 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH U.S. LUMBER, INC., FROM NOVEMBER 6, 2014 TO NOVEMBER 5, 2015 IN AN AMOUNT NOT TO EXCEED \$80,000.00.**

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

Comments: N/A

**48725 RESOLUTION TO PURCHASE TWO (2) UTILITY VEHICLES FROM ROORKS FARM SUPPLY, INC., FOR \$31,800.00.**

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

Comments: N/A

**48726 RESOLUTION AWARDED A CONTRACT TO BACH ASSOCIATES, PC FOR ARCHITECTURAL/ENGINEERING WORK FOR THE CONSTRUCTION OF A SPAY AND NEUTER CLINIC FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FROM OCTOBER 15, 2014 TO OCTOBER 14, 2015 FOR \$34,600.00.**

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

Comments: N/A

**48727 RESOLUTION AWARDED A CONTRACT TO PATRIOT ROOFING, INC., FOR ALL LABOR AND MATERIALS FOR THE INSTALLATION OF A NEW ROOF AT THE ANIMAL SHELTER FOR \$39,860.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes	X		X		
Christy					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: Dottie Hansbury, Deptford, spoke to the Board of Freeholders regarding the Master Gardener's Program and thanked the Board for their support.

CLOSE

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

Comments: N/A

Adjournment 8:08 PM

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

Comments: N/A

**PROCLAIMING NOVEMBER 19, 2014  
NATIONAL  
EDUCATIONAL SUPPORT PROFESSIONALS DAY**

**WHEREAS**, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation's precious values of freedom, civility and equality; and

**WHEREAS**, **Educational Support Professionals (ESPs)** are the paraeducators, the clerks, the custodians and maintenance persons, the bus drivers, the mechanics, the food service workers, the security personnel and the technicians within our public schools; and

**WHEREAS**, **Education Support Professionals Day** was first celebrated nationally in 1987, calling for a way to honor the contributions of school support staff who comprise more than 40 percent of the total K-12 educational workforce; and

**WHEREAS**, the designation of **Education Support Professionals Day** reflects a growing pride in the major contribution **Educational Support Professionals** make to youth and public education every day; and

**WHEREAS**, **ESPs** provide invaluable services that enable students to learn in positive, supportive and safe environments making them equal and essential partners in the educational process; and

**WHEREAS**, **ESPs** work tirelessly to serve our children and communities with care, compassion and professionalism through their daily interaction and support; and

**WHEREAS**, **ESPs** work in every school district in New Jersey, hand in hand with teachers and administrators; and

**WHEREAS**, **ESPs** are committed, experienced, educated, well-trained, caring and protective;

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro **proclaim November 19, 2014 to be National ESP Day and recognize the importance of Educational Support Professionals in our public Schools.**

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 5<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
**Robert M. Damminger**  
Freeholder Director

\_\_\_\_\_  
**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

\_\_\_\_\_  
**Lyman Barnes**  
Freeholder

\_\_\_\_\_  
**Daniel Christy**  
Freeholder

\_\_\_\_\_  
**Frank J. DiMarco**  
Freeholder

\_\_\_\_\_  
**Heather Simmons**  
Freeholder

\_\_\_\_\_  
**Adam J. Taliaferro**  
Freeholder

**Attest:** \_\_\_\_\_  
**Robert N. DiLella, Clerk**

**RECOGNIZING THE GLOUCESTER COUNTY NAACP BRANCH 2345  
2014 FREEDOM FUND IMAGE AWARDS – “THE GAME CHANGERS!”**

*WHEREAS, founded in 1909, the NAACP is the nation's oldest and largest civil rights organization. From the ballot box to the classroom, the thousands of dedicated workers, organizers, leaders and members who make up the NAACP continue to fight for social justice for all Americans; and*

*WHEREAS, in recognition of those individuals and organizations who perpetuate the mission of the National Association for the Advancement of Colored People to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination, the Gloucester County NAACP Branch 2345 have selected the 2014 Game Changer Award recipients:*

- Freeholder Adam J. Taliaferro.....Humanitarian Award
- Anna Rivera, Executive Director of ARC.....Community Service Award
- Dr. Linda Jones .....Medical Award
- Earl Divens .....Volunteerism Award
- Stan and Sharon King, Esq. ....Civil Rights Award
- Reverend Ralph Graves, Sr. ....Religious Leader Award
- Corporal Preston Forchion, Washington Township Police.....Law Enforcement Award
- Patricia Wallace .....Education Award
- Gabrielle Bing and Michelle Cooper-Banks .....Next Generation Youth Award

**Prestigious President's Award**

- Ben Griffith, President - South Jersey Federal Credit Union
- Michael McNeil, Solutions to End Poverty Soon (STEPS)
- Fred Keating, President - Rowan College at Gloucester County

**President's Youth Award**

- Dominique Banks

***NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam J. Taliaferro do hereby recognize the 2014 Gloucester County NAACP Branch 2345 Freedom Fund Image Award recipients in their role as “The Game Changers!” to perpetuate social justice for all Gloucester County residents; and***

***IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18<sup>th</sup> day of October, 2014.***

\_\_\_\_\_  
*Robert M. Damming*  
Freeholder Director

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*Giuseppe (Joe) Chila*  
Freeholder Deputy Director

\_\_\_\_\_  
*Lyman Barnes*  
Freeholder

\_\_\_\_\_  
*Daniel Christy*  
Freeholder

\_\_\_\_\_  
*Frank J. DiMarco*  
Freeholder

\_\_\_\_\_  
*Heather Simmons*  
Freeholder

\_\_\_\_\_  
*Adam J. Taliaferro*  
Freeholder

ATTEST: \_\_\_\_\_ *Robert N. DiLella, Clerk*

**RECOGNIZING KAPPA ALPHA PSI FRATERNITY, INC.  
2014 AFRICAN-AMERICAN WOMEN ACHIEVERS**

*WHEREAS, on Sunday, November 2, 2014, the Burlington-Camden Alumni Chapter of Kappa Alpha Psi through its Community Development Corporation is celebrating the 11<sup>th</sup> Annual Commemoration honoring thirteen African-American women achievers; and*

*WHEREAS, the Kappa Community Development Corporation was established in 2002 to organize and advance the fraternity's community outreach programs. Currently, these programs consist of mentoring young men, providing Black college tours and awarding scholarships to assist deserving students in furthering their education; and*

*WHEREAS, the following honorees were selected as the 2014 African-American Women Achievers: Dr. Jeanne J. Arnold, Charlene Brown, Michelle Brown Dutton, Gina Merritt Epps, Dawn Frazier, Jennifer Lewis-Hall, Dr. Althea Hankins, M.D., Sharon L. Hopson, Dr. Lori Lewis, Shonda McClain, Regine Metellus, Sharon Scott-Rogers and Annie Williams Wright; and*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby recognize and honor the Burlington-Camden Alumni Chapter Kappa Alpha Psi in its role of concern of community service, providing scholarships and paying homage to individuals whose lives parallel that cooperative spirit and exemplify this commitment and congratulate the 2014 African-American Women Achievers; and*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2<sup>nd</sup> day of November, 2014.*

\_\_\_\_\_  
*Robert M. Damminger  
Freeholder Director*

\_\_\_\_\_  
*Giuseppe (Joe) Chila  
Freeholder Deputy Director*

\_\_\_\_\_  
*Lyman Barnes  
Freeholder*

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*Daniel Christy  
Freeholder*

\_\_\_\_\_  
*Frank J. DiMarco  
Freeholder*

\_\_\_\_\_  
*Heather Simmons  
Freeholder*

\_\_\_\_\_  
*Adam J. Taliaferro  
Freeholder*

ATTEST:

\_\_\_\_\_, *Robert N. DiLella, Clerk*

**RECOGNIZING NICK PARKS  
2014 PREGNANT PAUSE POSTER CONTEST WINNER**

*WHEREAS, the Arc Gloucester is a team of caring people motivated to help individuals with intellectual and developmental disabilities and their families reach their highest potential through advocacy education and quality services; and*

*WHEREAS, the ARC Gloucester in collaboration with the Gloucester County Commission for Women, hosted the 2014 "Pregnant Pause" campaign to increase public awareness of the dangers of drinking alcohol during pregnancy which can cause Fetal Alcohol Spectrum Disorders (FASD). The winning poster will be made into a bookmark to be distributed throughout Gloucester County; and*

*WHEREAS, the winner of the 2014 Pregnant Pause Poster Contest is Nick Parks. Mr. Parks is a student of Paulsboro High School and is a member of the National Junior Honor Society (NJHS), Athletes Being Leaders Everywhere program (ABLE), and Big Brother/Big Sister program (BBBS).*

***NOW THEREFORE, BE IT PROCLAIMED,*** that I, Robert M. Damming, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Adam J. Taliaferro, Lyman Barnes, Daniel Christy, Frank J. DiMarco and Heather Simmons recognize and congratulate Nick Parks as the 2014 Pregnant Pause Poster Contest Winner.

*IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15<sup>th</sup> day of October, 2014.*

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

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Daniel Christy  
Freeholder

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

ATTEST:

\_\_\_\_\_, Robert N. DiLella, Clerk

**RECOGNIZING REVA MEIGHAN  
GLOUCESTER COUNTY  
2014 OUTSTANDING SENIOR VOLUNTEER**

*WHEREAS, Gloucester County has a history marked by the service of volunteers as selfless individuals from all walks of life who have served each other and are dedicated to making tomorrow better. Volunteers can connect with local community service opportunities and give of oneself in service as shown by Reva Meighan, 2014 Outstanding Senior Volunteer for Gloucester County; and*

*WHEREAS, volunteers are the lifeblood of our schools, shelters, hospitals, and faith-based community making a real and lasting impact on the lives of our Gloucester County residents;*

*WHEREAS, Reva Meighan, a resident of Wenonah, has been a dedicated and dependable volunteer with the Gloucester County Division of Senior Services. Reva has been a volunteer at the Thorofare Nutrition Site for four years and delivers serv-a-tray meals to seniors. Reva is described as a kind, gentle woman who goes above and beyond in serving others. Reva also assists with taking seniors to doctor appointments, errands and shopping. Reva is also very active in the First Baptist Church of Pitman where she is the Clerk for the Church and serves on the Pastor Relations Committee; and*

*WHEREAS, through volunteering Reva Meighan makes a difference in the senior community in serving others exemplifying the spirit of the definition of "2014 Outstanding Senior Volunteer"; and*

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons and Adam J. Taliaferro do hereby recognize and congratulate Reva Meighan as "2014 OUTSTANDING SENIOR VOLUNTEER FOR GLOUCESTER COUNTY.

**IN WITNESS WHEREOF**, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 22<sup>nd</sup> day of October, 2014.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Daniel Christy  
Freeholder

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

ATTEST: \_\_\_\_\_, Robert N. DiLella, Clerk

PLC

**RECOGNIZING SAUNDRA E. GRAVES  
UPON HER RETIREMENT**

*WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals who have provided exceptional service to the County of Gloucester. Saundra E. Graves has devoted 39 years in providing educational instruction to students at Little Peoples Day Nursery School, Lawnside Public School System, and with the Deptford Public School System at Pine Acres Early Childhood Center, Oak Valley Elementary School and Central Early Childhood Center; and*

*WHEREAS, Saundra E. Graves is a longtime Gloucester County resident, residing in Deptford and is married to Reverend Ralph D. Graves, Sr. They are the parents of two children, Reverend Ralph D. Graves, Jr. and Todd Graves, daughter-in-law, Christine, and three grandchildren, Jazmin, Jenae and Ryan and two great grandchildren, Gabriel and Emmanuel; and*

*WHEREAS, throughout her 39 years of public service, Saundra E. Graves has been active in the Deptford Educational Association, Deptford Parent Association, Teacher and Parent Task Force, Intervention and Referral Service Team, School Safety Committee, Central Sunshine Committee, Professional Development Committee, Deptford High School Helper Cooperating Teacher, Gloucester County College Cooperating Teacher, Mentoring Teacher for Rowan Students, and as a Mentoring Teacher for Student from Brazil; and*

*WHEREAS, Saundra E. Graves will be greatly missed not only for her expertise and personal interest in education, but also for her warm personality, caring manner, and a positive role model for all; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam J. Taliaferro, and do hereby recognize and thank Saundra E. Graves for years of dedicated service and wish her well upon her retirement.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 23rd day of October, 2014.*

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Daniel Christy  
Freeholder

\_\_\_\_\_  
Frank J. DiMarco  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

ATTEST: \_\_\_\_\_, Robert N. DiLella, Clerk

# Board of Chosen Freeholders Proclamation

RECOGNIZING  
**BRENNA JOANNE WEICK**  
FOR EXCEPTIONAL EFFORTS IN  
**COMMUNITY SERVICE & VOLUNTEERISM**  
**MANTUA TOWNSHIP- GLOUCESTER COUNTY, NJ**

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to recognize Brenna Joanne Weick for her outstanding efforts and accomplishments in community service and volunteerism, especially on the occasion of her receiving the Mantua Township Mayor's Award on October 20, 2014; and

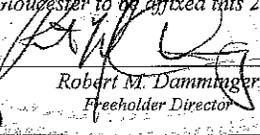
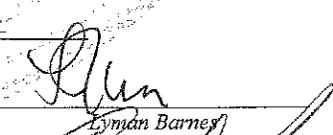
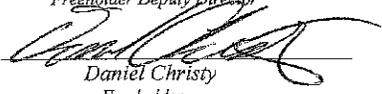
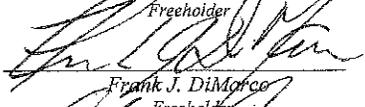
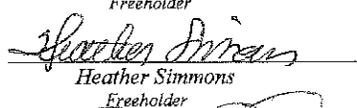
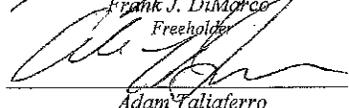
WHEREAS, Brenna Joanne Weick was first runner up in the 2014 Miss New Jersey pageant, the recipient of a Miss New Jersey Education Foundation State Community Award, and currently reigns as Miss Gloucester County while promoting her platform of "Keep Calm and Volunteer On". She hopes to encourage and inspire others to perform acts of service and kindness in their communities; and

WHEREAS, Brenna Joanne Weick began actively volunteering at the age of six when she started dancing at local nursing home facilities. She continues to regularly visit Manor Care in West Deptford painting nails, playing bingo and occasionally putting on variety shows for the residents. Currently a Psychology Major at High Point University, Brenna plans to pursue a career helping special needs children. Brenna has started her own "Kindness Kids" campaign and meets regularly with 5<sup>th</sup> grade classes at her former school, engaging the students in classroom activities to "scatter kindness" throughout their communities; and

WHEREAS, Brenna Joanne Weick is the recipient of many community service awards including the President's Volunteer Service Award and the Ronnie B. Reed Community Service Award and she has served as an intern at the Volunteer Center of South Jersey among many other roles and accomplishments. She feels that it is not only important to volunteer herself, but to encourage others to "find their passion and share it"; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2014 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, Heather Simmons, and Adam Taliaferro do hereby recognize Brenna Joanne Weick for her exceptional efforts in community service and volunteerism, especially on the occasion of her receiving the Mantua Township Mayor's Award, Gloucester County, NJ.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20<sup>th</sup> day of October, 2014.

 Giuseppe (Joe) Chila Freeholder Deputy Director	 Robert M. Damminger Freeholder Director	 Lyman Barnes Freeholder
 Daniel Christy Freeholder	 Frank J. DiMarco Freeholder	
 Heather Simmons Freeholder	 Adam Taliaferro Freeholder	
ATTEST:  Robert N. DiLella, Clerk		

A-1

**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 **\$5,729.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Body Armor Replacement Fund Program, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Body Armor Replacement Fund Program - *Other Expenses*; and
- (2) The sum of **\$3,452.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Body Armor Replacement Fund Program, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Body Armor Replacement Fund Program - *Other Expenses*; and
- (3) The sum of **\$7,838.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Body Armor Replacement Fund Program, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Body Armor Replacement Fund Program - *Other Expenses*; and
- (4) The sum of **\$47,450.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety Comprehensive Traffic Safety Program, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety Comprehensive Traffic Safety Program - *Other Expenses*; and
- (5) The sum of **\$130,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Law and Public Safety DUI Checkpoint Saturation Patrol Grant, to be appropriated under the caption of the State of New Jersey, Department of Law and Public Safety DUI Checkpoint Saturation Patrol Grant - *Other Expenses*; and
- (6) The sum of **\$10,798.00**, which item is now available as a revenue from the State of New Jersey, Department of Health Right to Know, to be appropriated under the caption of the State of New Jersey, Department of Health Right to Know - *Other Expenses*; and
- (7) The sum of **\$3,173.00**, which item is now available as a revenue from the State of New Jersey, Department of Human Services Area Planning Contract, to be appropriated under the caption of the State of New Jersey, Department of Human Services Area Planning Contract - *Other Expenses*; and
- (8) The sum of **\$12,320.00**, which item is now available as a revenue from the State of New Jersey, Department of Environmental Protection County Environmental Health Act, to be appropriated under the caption of the State of New Jersey, Department of Environmental Protection County Environmental Health Act- *Other Expenses*.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A-2

**RESOLUTION AUTHORIZING 2014 BUDGET TRANSFERS**

**WHEREAS**, the Treasurer of the County of Gloucester has recommended that there be 2014 Budget Transfers; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2014 Budget is hereby authorized:

**TRANSFER FROM**

Information Technology-S&W	\$ 70,000.00
Planning- S&W	45,000.00
Prosecutor-S&W	90,000.00
Corrections-S&W	90,000.00
Highway - S&W	110,000.00
Fleet Management- S&W	40,000.00
Senior Services- S&W	85,000.00
Health Department - S&W	65,000.00
Animal Shelter - S&W	<u>30,000.00</u>
	\$ 625,000.00

**TRANSFER TO**

Medical Examiner - S&W	\$ 180,000.00
Corrections - OE	250,000.00
Workers Compensation-OE	165,000.00
Fleet Management -OE	<u>30,000.00</u>
	\$ 625,000.00

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A3

**RESOLUTION REAPPOINTING MEMBERS TO THE ROWAN COLLEGE AT  
GLOUCESTER COUNTY BOARD OF TRUSTEES**

**WHEREAS**, there currently exists a Rowan College at Gloucester County Board of Trustees which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, two vacancies exist; and

**WHEREAS**, the Board of Chosen Freeholders desires to fill said vacancies, based upon the recommendations of the College Board of Trustees Search Committee.

**WHEREAS**, the Board of Chosen Freeholders desires to reappoint members based upon the recommendations of the College Board of Trustees Search Committee.

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

1. Jean DuBois is hereby reappointed to the Gloucester County College Board of Trustees to serve a four year term which shall commence November 1, 2014 and shall terminate on October 31, 2018; and
2. Yolette Ross is hereby reappointed to the Gloucester County College Board of Trustees to serve a four year term which shall commence November 1, 2014 and shall terminate on October 31, 2018; and
3. Said appointments are subject to and contingent upon strict compliance by the appointees to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 5, 2014.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B-1

**RESOLUTION AUTHORIZING A CONTRACT WITH TOWNSHIP OF FRANKLIN FIRE DISTRICT #1 BOARD OF FIRE COMMISSIONERS, FRANKLINVILLE FIRE COMPANY AND TOWNSHIP OF FRANKLIN FIRE DISTRICT #3 BOARD OF FIRE COMMISSIONERS, JANVIER VOLUNTEER FIRE COMPANY NO. 1 TO PERFORM THE DUTIES OF DECONTAMINATION FOR THE COUNTY CHEMICAL BIOLOGICAL, RADIOLOGY, NUCLEAR & EXPLOSIVE TEAM**

**WHEREAS**, the County of Gloucester has a need for assistance in performing the duties of decontamination for the Gloucester County Chemical Biological, Radiology, Nuclear & Explosive (“CBRNE”) Team; and

**WHEREAS**, the Township of Franklin Fire District #1 Board of Fire Commissioners has approved Franklinville Fire Company and the Township of Franklin Fire District #3 Board of Fire Commissioners has approved Janvier Volunteer Fire Company No. 1 to perform the duties of decontamination for the County CBRNE team; and

**WHEREAS**, the contracts will be for a term of one year, from November 5, 2014 to November 4, 2015; and

**WHEREAS**, payment will be made by the responsible party, also known as the “Requesting Unit” of the CBRNE Team, as per the rates set forth by FEMA rates and consumables for the Decontamination Unit, the Decontamination Unit will not be compensated if a responsible party is not identified.

**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 contracts for the duties of decontamination for the County CBRNE team with Township of Franklin Fire District #1 Board of Fire Commissioners, Franklinville Fire Company and with Township of Franklin Fire District #3 Board of Fire Commissioners, Janvier Volunteer Fire Company No. 1, from November 5, 2014 to November 4, 2015.

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



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

B-1

**CONTRACT BETWEEN  
TOWNSHIP OF FRANKLIN FIRE DISTRICT #1  
BOARD OF FIRE COMMISSIONERS,  
FRANKLINVILLE FIRE COMPANY  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TOWNSHIP OF FRANKLIN FIRE DISTRICT #1 BOARD OF FIRE COMMISSIONERS**, with a mailing address of P.O. Box 423, Franklinville, New Jersey 08322, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, Township of Franklin Fire District #1 Board of Fire Commissioners has approved Franklinville Fire Company to perform the duties of decontamination for the Gloucester County Chemical Biological, Radiology, Nuclear & Explosive (CBRNE) Team; and

**WHEREAS**, Township of Franklin Fire District #1 Board of Fire Commissioners supports the assistance to the Gloucester County CBRNE Team by providing personnel under inter local agreement (now known as Shared Services Agreement) with the County; and

**WHEREAS**, the Township of Franklin Fire District #1 Board of Fire Commissioners for Franklinville Fire Company has signed a Mutual Aid Agreement; and

**WHEREAS**, the County of Gloucester has agreed to have Franklinville Fire Company perform the duties of decontamination for the Gloucester County CBRNE Team.

**NOW THEREFORE**, be it agreed between the Franklin Township Fire Co. #1 Board of Fire Commissioners and the Gloucester County Board of Chosen Freeholders as follows:

**1) RESPONSIBILITIES**

1. Franklinville Fire Company will perform the duties of decontamination for the Gloucester County CBRNE Team.
2. Township of Franklin Fire District #1 Board of Fire Commissioners will provide personnel in accordance with this agreement and in accordance with the Mutual Aid Agreement signed between the parties.
3. Township of Franklin Fire District #1 Board of Fire Commissioners shall assist the Gloucester County CBRNE Team with the decontamination under the terms and conditions as set forth in the Mutual Aid Agreement and as set forth by the Gloucester County Board of Chosen Freeholders as per the protocol set up by the

Gloucester County Department of Emergency Response, Office of Emergency Management.

4. The Franklin Fire District #1 Board of Fire Commissioners will operate under the CBRNE Team for the County.
5. The County will provide the trailer and insure the trailer for damages and liability.
6. The County will maintain supplies such as water heaters, suits, soaps, hoses, scrub equipment as needed in the trailer.
7. The County will provide training as per the State Police Decontamination Unit which includes 9 Step Decon, 7 Step Decon, Boot Wash, as set forth and as updated by the New Jersey State Police.
8. The Franklin Fire District #1 Board of Fire Commissioners will provide man power and a vehicle to pull the trailer. Insurance for the vehicle to pull the trailer will be provided by and paid for by the Franklin Fire District #1 Board of Fire Commissioners.
9. The responsible party (also known as the "Requesting Unit") will pay costs for the Decontamination Unit, as per the rates set forth by FEMA rates and consumables for the Decontamination Unit. The Decontamination Unit will not be compensated if a responsible party is not identified.
10. Franklin Fire District #1 Board of Fire Commissioners in providing man power will be responsible for insuring men under Workers Compensation and the Franklin Fire District #1 Board of Fire Commissioners personnel will not be considered personnel of the County and will remain as employees of the Franklin Fire District #1 Board of Fire Commissioners and be covered by their insurance.

2. **TERMS OF AGREEMENT.** Length of contract will be for a period of one year, from November 5, 2014 to November 4, 2015.

3. **LICENSING.** Franklin Fire District #1 Board of Fire Commissioners verify that all of the personnel and the Fire Commissioner is hereby licensed to perform such acts for decontamination and any requirements of the State of New Jersey will be met.

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

A. If, through any cause, the Franklin Fire District #1 Board of Fire Commissioners, where applicable, shall fail to fulfill in timely and proper manner their obligations under this agreement, or if the Franklin Fire District #1 Board of Fire Commissioners shall violate any of the covenants, agreements, or stipulations of this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Franklin Fire District #1 Board of Fire Commissioners of such termination and specifying the effective date thereof. In such event, all finished or

unfinished documents, data, studies, and reports prepared by the Franklin Fire District #1 Board of Fire Commissioners under this agreement, shall be forthwith delivered to the County.

D. The County may terminate this agreement for public convenience at any time by a notice in writing from the County to the Franklin Fire District #1 Board of Fire Commissioners.

E. Notwithstanding the above, the Franklin Fire District #1 Board of Fire Commissioners, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the agreement by the Franklin Fire District #1 Board of Fire Commissioners, and the County may withhold any payments to the Franklin Fire District #1 Board of Fire Commissioners for the purpose of set off until such time as the exact amount of damages due the County from the Franklin Fire District #1 Board of Fire Commissioners is determined.

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

5. **INDEMNIFICATION.** The Franklin Fire District #1 Board of Fire Commissioners, 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 Franklin Fire District #1 Board of Fire Commissioners' 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 Franklin Fire District #1 Board of Fire Commissioners' failure to provide for the safety and protection of its employees, or from Franklin Fire District #1 Board of Fire Commissioners' performance or failure to perform pursuant to the terms and provisions of this agreement. The Franklin Fire District #1 Board of Fire Commissioners' 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.

6. **INSURANCE.** The Franklin Fire District #1 Board of Fire Commissioners shall carry Liability Insurance on all vehicles owned by the Franklin Fire District #1 Board of Fire Commissioners in the minimum amount of \$1,000,000.00. The County of Gloucester will carry Liability Insurance on all vehicles owned by the County in the minimum amount of \$1,000,000.00. The Franklin Fire District #1 Board of Fire Commissioners should also cover all of its employees for Liability and Worker's Compensation Insurance. The Franklin Fire District #1 Board of Fire Commissioners shall add the County as an added insured on its' insurance policy for Liability Insurance associated with the performance of its duties as to the Decontamination Unit for the CBRNE Team.

7. **SET-OFF.** Should Franklin Fire District #1 Board of Fire Commissioners either refuse or neglect to perform the service that Franklin Fire District #1 Board of Fire Commissioners is

required to perform in accordance with the terms of this agreement, and if expenses are incurred by County by reason of Franklin Fire District #1 Board of Fire Commissioners' failure to perform, then and in that event, such expense shall be deducted from any payment due to Franklin Fire District #1 Board of Fire Commissioners. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

8. **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.

9. **CONFIDENTIALITY.** Franklin Fire District #1 Board of Fire Commissioners agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this agreement, during the term of this agreement, except to authorized County personnel or upon prior approval of the County.

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

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

This agreement will be considered as part of the Mutual Aid Agreement and as an assistance agreement between the Board of Fire Commissioners Fire District and the County of Gloucester. Neither parties will be considered employees of the other and parties acknowledge that they are independently relationship and neither is the agent of the other.

**THIS AGREEMENT** is made effective this \_\_\_ day of \_\_\_\_\_, 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 Franklin Fire District #1 Board of Fire Commissioners has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**FRANKLIN FIRE DISTRICT #1  
BOARD OF FIRE COMMISSIONERS**

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

B-1

**CONTRACT BETWEEN  
TOWNSHIP OF FRANKLIN FIRE DISTRICT #3  
BOARD OF FIRE COMMISSIONERS,  
JANVIER VOLUNTEER FIRE COMPANY NO. 1  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the \_\_\_ day of \_\_\_\_\_, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TOWNSHIP OF FRANKLIN FIRE DISTRICT #3 BOARD OF FIRE COMMISSIONERS**, with a mailing address of P.O. Box 505, Franklinville, New Jersey 08322, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, Township of Franklin Fire District #3 Board of Fire Commissioners has approved Janvier Volunteer Fire Company No. 1 to perform the duties of decontamination for the Gloucester County Chemical Biological, Radiology, Nuclear & Explosive (CBRNE) Team; and

**WHEREAS**, Township of Franklin Fire District #3 Board of Fire Commissioners supports the assistance to the Gloucester County CBRNE Team by providing personnel under inter local agreement (now known as Shared Services Agreement) with the County; and

**WHEREAS**, the Township of Franklin Fire District #3 Board of Fire Commissioners for Janvier Fire Company has signed a Mutual Aid Agreement; and

**WHEREAS**, the County of Gloucester has agreed to have Janvier Volunteer Fire Company No. 1 perform the duties of decontamination for the Gloucester County CBRNE Team.

**NOW THEREFORE**, be it agreed between the Franklin Township Fire Co. #3 Board of Fire Commissioners and the Gloucester County Board of Chosen Freeholders as follows:

**1) RESPONSIBILITIES**

1. Janvier Fire Volunteer Company No. 1 will perform the duties of decontamination for the Gloucester County CBRNE Team.
2. Township of Franklin Fire District #3 Board of Fire Commissioners will provide personnel in accordance with this agreement and in accordance with the Mutual Aid Agreement signed between the parties.
3. Township of Franklin Fire District #3 Board of Fire Commissioners shall assist the Gloucester County CBRNE Team with the decontamination under the terms and conditions as set forth in the Mutual Aid Agreement and as set forth by the Gloucester County Board of Chosen Freeholders as per the protocol set up by the

Gloucester County Department of Emergency Response, Office of Emergency Management.

4. The Franklin Fire District #3 Board of Fire Commissioners will operate under the CBRNE Team for the County.
5. The County will provide the trailer and insure the trailer for damages and liability.
6. The County will maintain supplies such as water heaters, suits, soaps, hoses, scrub equipment as needed in the trailer.
7. The County will provide training as per the State Police Decontamination Unit which includes 9 Step Decon, 7 Step Decon, Boot Wash, as set forth and as updated by the New Jersey State Police.
8. The Franklin Fire District #3 Board of Fire Commissioners will provide man power and a vehicle to pull the trailer. Insurance for the vehicle to pull the trailer will be provided by and paid for by the Franklin Fire District #3 Board of Fire Commissioners.
9. The responsible party (also known as the "Requesting Unit") will pay costs for the Decontamination Unit, as per the rates set forth by FEMA rates and consumables for the Decontamination Unit. The Decontamination Unit will not be compensated if a responsible party is not identified.
10. Franklin Fire District #3 Board of Fire Commissioners in providing man power will be responsible for insuring men under Workers Compensation and the Franklin Fire District #3 Board of Fire Commissioners personnel will not be considered personnel of the County and will remain as employees of the Franklin Fire District #3 Board of Fire Commissioners and be covered by their insurance.

2. **TERMS OF AGREEMENT.** Length of contract will be for a period of one year, from November 5, 2014 to November 4, 2015.

3. **LICENSING.** Franklin Fire District #3 Board of Fire Commissioners verify that all of the personnel and the Fire Commissioner is hereby licensed to perform such acts for decontamination and any requirements of the State of New Jersey will be met.

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

A. If, through any cause, the Franklin Fire District #3 Board of Fire Commissioners, where applicable, shall fail to fulfill in timely and proper manner their obligations under this agreement, or if the Franklin Fire District #3 Board of Fire Commissioners shall violate any of the covenants, agreements, or stipulations of this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Franklin Fire District #3 Board of Fire Commissioners of such termination and specifying the effective date thereof. In such event, all finished or

unfinished documents, data, studies, and reports prepared by the Franklin Fire District #3 Board of Fire Commissioners under this agreement, shall be forthwith delivered to the County.

D. The County may terminate this agreement for public convenience at any time by a notice in writing from the County to the Franklin Fire District #3 Board of Fire Commissioners.

E. Notwithstanding the above, the Franklin Fire District #3 Board of Fire Commissioners, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the agreement by the Franklin Fire District #3 Board of Fire Commissioners, and the County may withhold any payments to the Franklin Fire District #3 Board of Fire Commissioners for the purpose of set off until such time as the exact amount of damages due the County from the Franklin Fire District #3 Board of Fire Commissioners is determined.

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

5. **INDEMNIFICATION.** The Franklin Fire District #3 Board of Fire Commissioners, 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 Franklin Fire District #3 Board of Fire Commissioners' 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 Franklin Fire District #3 Board of Fire Commissioners' failure to provide for the safety and protection of its employees, or from Franklin Fire District #3 Board of Fire Commissioners' performance or failure to perform pursuant to the terms and provisions of this agreement. The Franklin Fire District #3 Board of Fire Commissioners' 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.

6. **INSURANCE.** The Franklin Fire District #3 Board of Fire Commissioners shall carry Liability Insurance on all vehicles owned by the Franklin Fire District #3 Board of Fire Commissioners in the minimum amount of \$1,000,000.00. The County of Gloucester will carry Liability Insurance on all vehicles owned by the County in the minimum amount of \$1,000,000.00. The Franklin Fire District #3 Board of Fire Commissioners should also cover all of its employees for Liability and Worker's Compensation Insurance. The Franklin Fire District #3 Board of Fire Commissioners shall add the County as an added insured on its' insurance policy for Liability Insurance associated with the performance of its duties as to the Decontamination Unit for the CBRNE Team.

7. **SET-OFF.** Should Franklin Fire District #3 Board of Fire Commissioners either refuse or neglect to perform the service that Franklin Fire District #3 Board of Fire Commissioners is

required to perform in accordance with the terms of this agreement, and if expenses are incurred by County by reason of Franklin Fire District #3 Board of Fire Commissioners' failure to perform, then and in that event, such expense shall be deducted from any payment due to Franklin Fire District #3 Board of Fire Commissioners. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

8. **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.

9. **CONFIDENTIALITY.** Franklin Fire District #3 Board of Fire Commissioners agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this agreement, during the term of this agreement, except to authorized County personnel or upon prior approval of the County.

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

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

This agreement will be considered as part of the Mutual Aid Agreement and as an assistance agreement between the Board of Fire Commissioners Fire District and the County of Gloucester. Neither parties will be considered employees of the other and parties acknowledge that they are independently relationship and neither is the agent of the other.

**THIS AGREEMENT** is made effective this \_\_\_ day of \_\_\_\_\_, 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 Franklin Fire District #1 Board of Fire Commissioners has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**FRANKLIN FIRE DISTRICT #3  
BOARD OF FIRE COMMISSIONERS**

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

B-2

**RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM VERIZON WIRELESS FOR THE COUNTY OF GLOUCESTER THROUGH STATE CONTRACT #A82583 IN AN AMOUNT NOT TO EXCEED \$75,000.00 FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015**

**WHEREAS**, the County of Gloucester has a need to purchase cellular service for the Gloucester County; 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 said wireless service from Verizon Wireless, in an amount not to exceed \$75,000.00, from November 1, 2014 to October 31, 2015 through State Contract #A82583; and

**WHEREAS**, the contract shall be for an estimated units of service, in an amount not to exceed \$75,000.00. 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 wireless service for the County of Gloucester from Verizon Wireless, in an amount not to exceed \$75,000.00, from November 1, 2014 to October 31, 2015 through State Contract #A82583; and

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

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

21

**RESOLUTION TO AMEND THE CONTRACT WITH THE NEW JERSEY  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE  
CONTRACT BY \$9,053.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2012 authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2012 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,623,984.00; and

**WHEREAS**, due to additional grant funding a subsequent Resolution was adopted increasing the total contract amount on December 19, 2012 in the amount of \$20,000.00; and

**WHEREAS**, due to additional grant funding a subsequent Resolution was adopted increasing the total contract amount on February 6, 2013 in the amount of \$3,210.00; and

**WHEREAS**, due to a reduction in grant funding a subsequent Resolution was adopted decreasing the total contract amount on November 6, 2013 in the amount of \$3,210.00; and

**WHEREAS**, due to a reduction in grant funding a subsequent Resolution was adopted decreasing the total contract amount on December 4, 2013 in the amount of \$8,048.00; and

**WHEREAS**, due to a decrease in the form of WorkFirst NJ funds, it is necessary to amend said contract in the amount of **\$9,053.00**, resulting in the following estimated funds for the grant period July 1, 2012 to June 30, 2013;

<b>WIA Adult</b>	<b>\$ 489,358.00 (\$491,596-\$2,238)</b>
<b>WIA Youth</b>	<b>\$ 556,049.00</b>
<b>WIA Dislocated Worker</b>	<b>\$ 715,760.00 (\$722,575-\$6,815)</b>
<b>Work First NJ</b>	<b>\$1,795,467.00</b>
<b>Workforce Learning Link</b>	<b>\$ 56,000.00</b>
<b>Workforce Development Partnership</b>	<b>\$ 14,249.00</b>
<b>Total</b>	<b>\$3,626,883.00</b>

**WHEREAS**, the grant period shall be reflected as July 1, 2012 through June 30, 2013; and

**WHEREAS**, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, will continue in full force and effect.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is hereby authorized to execute and the Clerk of the Board or his designee is hereby authorized to attest to an Amendment and any other pertinent documents between the County and the New Jersey Department of Labor for the grant period July 1, 2012 through June 30, 2013.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-1

**New Jersey Department of Labor and Workforce Development  
Workforce Development Area Contract**

**WIB Area:** Gloucester **PY 2012 Funds** **Plan No.:** ET-08-PY12  
**DUNS No.:** 957362247 **Mod No.:** 5

**A. Grant Recipient:** (Name & Address)  
 County of Gloucester  
 County Building Box 337  
 Woodbury, New Jersey 08096  
**Chief Executive Officer:** Robert M. Damming  
**Legal Entity Status:** Public  
**Federal Employer ID No.:** 21-6000-660

**B. State Grantor/Department**  
 Harold J. Wirths, Commissioner  
 New Jersey Department of Labor and Workforce Development  
 PO Box 055, Trenton, NJ 08625-0055  
**Contact Person & Telephone No.:**  
 Jeff Flatley, Acting Director (609) 984-2477  
 Division of Workforce Portfolio and Contract Management

**C. Local Area Operating Entity:**  
 Gloucester County Economic Dev.  
 115 Budd Boulevard  
 West Deptford, New Jersey 08096  
**Contact:** Tom Bianco, Acting Director  
**Tel. No.:** 856-384-6951

**WorkFirst NJ Operating Entity:**  
 Same  
**Contact:** Tom Bianco, Acting Director  
**Tel. No.:** 856-384-6951

<b>D. Funding Levels by Source:</b>	
<u>WIA / FEDERAL FUNDS:</u>	<u>STATE FUNDS:</u>
<b>Adult:</b> 489,358	<b>WorkFirst NJ:</b> 1,795,467
<b>Yonth:</b> 556,049	<b>WIB Admin:</b> 0
<b>Dislocated Worker:</b> 715,760	<b>WDP:</b> 14,249
<b>Add'l Federal Funds:</b> 0	<b>WLL:</b> 56,000
<b>Add'l Federal Funds:</b> 0	<b>SmartSTEPS:</b> 0
<b>Add'l Federal Funds:</b> 0	<b>Bus. Development:</b> 0
<b>Add'l Federal Funds:</b> 0	<b>Add'l State Funds:</b> 0
<b>Add'l Federal Funds:</b> 0	
<b>Federal TOTAL:</b> \$1,761,167	
<b>State TOTAL:</b> \$1,865,716	
<b>Contract TOTAL:</b> \$3,626,883	

**The contract period for these funds is July 1, 2012 to June 30, 2013.**

**Grantor/Department and Grant Recipient's Agreement Signatures**

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

<b>Accepted &amp; Agreed by the Grant Recipient</b>	<b>Accepted &amp; Agreed by the WIB Chairperson</b>	<b>Accepted &amp; Agreed by Grantor/Department</b>
<b>Name:</b> Robert M. Damming	<b>Name:</b> Hosea Johnson	<b>Name:</b> Harold J. Wirths
<b>Signature:</b>	<b>Signature:</b> <i>[Signature]</i>	<b>Signature:</b>
<b>Title:</b> Freeholder Director	<b>Title:</b> WIB Chairperson	<b>Title:</b> Commissioner
<b>Date:</b>	<b>Date:</b> 10/15/2014	<b>Date:</b>

C-1

## Standard Assurances and Certifications

### ASSURANCES AND CERTIFICATIONS

The Department of Labor and Workforce Development (LWD) will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances-Non-Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

#### 1) ASSURANCES-NON-CONSTRUCTION PROGRAMS

**NOTE:** Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give the LWD, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives or the LWD directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval from the LWD.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other non discrimination statute(s) which may apply to the application.

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.U.S.C 327-333), regarding labor standards for federally-assisted construction sub-agreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and sub-recipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the LWD as a condition of receiving a federal grant or award.

## **2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant or contract.

## **3) CERTIFICATION REGARDING LOBBYING**

As required by 31 U.S.C 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110, that applicant certifies that:

The undersigned (i.e. grantee signatory) certifies, to the best of his or her knowledge and belief, that:

- A) No federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The grantee's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- D) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
  - 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
  - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A), B), C), D), E) and F).

**5) NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from the LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide "reasonable accommodation" to persons with disabilities.

**6) LIABILITY**

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:11-1, et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The contractor/grantee shall defend, protect, hold harmless and indemnify the LWD from all liabilities arising out of a contract/grant matter, which the contractor/grantee or its subcontractors has been negligent.

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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Gloucester County Department of Economic Development  
115 Budd Boulevard  
West Deptford, New Jersey 08096

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Gloucester County/Thorofare One Stop Career Center  
215 Crown Point Road  
Thorofare, New Jersey 08086

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Check ( ) if there are workplaces on file that are not identified

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Investment Act at sections 117 and 118 and in related regulations at 661.350 (a)):

**County of Gloucester  
County Court House  
PO Box 337  
Woodbury, New Jersey 08096**

2. One-Stop operator (as defined by the Workforce Investment Act at sections 101, 117 and 121 and in related regulations at 662.410):

**Lisa Morina, Director  
Gloucester County Department of Economic Development  
115 Budd Boulevard  
West Deptford, New Jersey 08096**

3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):

**Thomas Bianco, Director  
Workforce Investment Board  
115 Budd Boulevard  
West Deptford, New Jersey 08096**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

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**Printed Name and Title: Robert M. Damminger  
Freeholder Director**

**Signature**

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**Date**

## General Provisions

### DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as the LWD.
- Contractor/grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from the LWD.
- Subcontractor/sub-grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a contractor/grantee.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at [http://www.doleta.gov/grants/pdf/FinalTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf). The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
  - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
  - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.
  - Administration is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:

- General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management, and payroll
- Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports, or other investigations
- General legal services
- Goods and services used for administrative functions
- Developing systems, including information systems, related to administrative functions
- The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g. payroll service for staff or clients)

Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e. the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

- Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefits.

The LWD retains the right to examine all costs to determine appropriateness of the charge to a category. The contractor/grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

## 1) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

A) A grantee may be considered high risk if the LWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) The LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B) Special conditions or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If the LWD decides to impose such conditions, the LWD will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;
- 3) The corrective actions that must be taken before the special conditions will be removed by the LWD and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

## 2) FINANCIAL MANAGEMENT SYSTEM

- A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the LWD when the grantee cannot comply with the requirements established in this section of the grant.
- B) The grantee's financial management system shall provide for:
- 1) Financial Reporting:  
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant and such format is to be on an accrual basis unless otherwise approved by the LWD;
  - 2) Accounting Records:  
Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income;
  - 3) Internal Control:  
Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;
  - 4) Budget Control:  
Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the LWD;
  - 5) Allowable Cost:  
Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal and state requirements;
  - 6) Source Documentation:  
Accounting records that are supported by source documentation; and
  - 7) Cash Management:  
Procedures to minimize the time elapsing between the advance of funds from the LWD and the disbursement by the grantee, whenever funds are advanced by the LWD.
- C) The LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- D) The LWD may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the LWD upon written notice to the grantee, until such time as the system meets with the LWD approval.
- E) The LWD requires that the grantee/contractor develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.
- F) The grantee/contractor shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop career center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide** as published by the United States Department of Labor and available at [http://www.doleta.gov/grants/pdf/FinalTAG\\_August\\_02.pdf](http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf).

### 3) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The contractor/grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the contractor/grantee and the LWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

The state requires each local area to maintain a goal of a minimum of 50percent of all funds to be used for direct client training contracts. Direct training costs are the costs associated with the actual provision of training as opposed to the capacity building costs associated with the development of training capabilities or curriculums. Although this is not an exhaustive list, direct training costs may include the following: in-house training staff; classroom space including labs or other facilities used for training purposes; books, materials and supplies used in training, including specialized equipment. Direct training costs must be allowable under the applicable federal or state OMB circular.

Should any funds under this agreement be used for the purpose of satisfying any contractor/grantee or subcontractor indirect costs, it is the sole responsibility of the contractor/grantee to provide documentation substantiating such cost. The LWD retains the right to question this or any other costs charged to this grant or contract.

There is an \$8,000 average cost ceiling per customer who is exited from each program area (Adult, Dislocated Worker, Youth) with a positive result, unless a written justification for each area where the cost measure will be exceeded is provided to and approved by the LWD.

There is a \$6,000 average cost ceiling per customer served under each program area (Adult, Dislocated Worker, Youth), excluding customers carried-in from the previous program year, unless a written justification for each area where the cost measure will be exceeded is provided to and approved by the LWD.

Should any contractor/grantee under this agreement need to renegotiate the average cost ceiling per customer under this agreement, it shall be incumbent upon the contractor/grantee to provide legitimate justification that includes the specific training cost of the service provide; a summary of purpose of the specific efforts that have resulted in such a request, including a discussion of its procurement, effectiveness and efficiency; the costs of associated staff of the effort; and, the basis for the request. The grantor shall consider such requests only upon the receipt of such and may require additional information in order to make an appropriate decision.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Contractors/grantees who are government or non-profit organizations must comply with federal cost principles as established in the OMB Circulars A-87, A-21, or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

The LWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by the LWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each contractor/grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for the LWD to review. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by the LWD. The LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the contractor/grantee and its subgrantees where appropriate. The LWD retains the right to determine whether costs/rates within this category are excessive.

Contractors/grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each contractor/grantee must establish written policies consistent with that of the grant recipient. The LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each Contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. The LWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Contractors/grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Contractors/grantees using funds in such manner may have these costs disallowed. Contractors/grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part-time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each contractor/grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

The LWD reserves the right to cap and deny any requests associate with Indirect funds. It is incumbent upon the contractor/grantee to provide sufficient documentation regarding such requests including documentation of its development and components.

#### **4) MATCHING AND COST SHARING**

The grantee shall be required to account to the satisfaction of the LWD for matching and cost sharing requirements of the grant in accordance with federal and state requirements.

#### **5) PROGRAM INCOME**

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless the grant provides otherwise, the grantee shall have no obligation to the LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

**6) PRICE WARRANTY**

Contractor/grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. Contractor/grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this contract shall be name brand, first quality, new parts, unless otherwise specified.

**7) PAYMENT METHOD**

- A) Payments to the contractor/grantee or on behalf of the contractor/grantee shall be issued only after the agreement has been signed and agreed to by both parties. The contractor/grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of the LWD or his/her designee, the grantor will pay the contractor/grantee the contracted amount.
- B) The following is required to be submitted in a form satisfactory to the LWD. At its discretion, the LWD may request additional reports.

Payment Voucher (Form PV 6/93) or similar form approved by the LWD – This form will be submitted to the LWD, with supporting documentation, that the contracted services are operational and will continue to be for the length specified in the agreement.

**8) REPORTING REQUIREMENTS**

Contractor/grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of the LWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Contractors/grantees are responsible for ensuring that reports are based upon current data.

**9) MONITORING, EVALUATION AND AUDIT**

- A) The contractor/grantee agrees to cooperate with any monitoring, evaluation, and/or audit conducted by the grantor or their designees and authorized agents.
- B) The contractor/grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subcontractors/sub-grantees also maintain records in the same manner. The contractor/grantee is responsible for any disallowed costs as determined by the LWD including those of its subcontractors.
- C) Contractors/grantees who are governmental or non-profit organizations and receive over \$500,000 in either state or federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (31 U.S.C. 75), and federal OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audits must also conform with the New Jersey OMB Circular Letter 04-04 Single Audit Policy For Recipients of Federal Grants, State Grants and State Aid.

Government and non-profit organizations receiving more than \$100,000 in combination of state and federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards).

- 1) To meet these requirements, the contractor/grantee's audit reports must include the auditor opinion on the contractor/grantee's compliance with the material terms and conditions of state grant agreements, state aid programs, and applicable laws and regulations.
- 2) Contractor/grantee audit reports must contain a supplemental schedule of the entity's state grant and state aid financial assistance programs. This schedule must show for each program:
  - State Grantor Organization;
  - Program Title;
  - State Account Number;
  - Program Account; and
  - Total Disbursements.

D) Contractors/grantees who are for-profit companies and receive \$100,000 in either state or federal funds agree to have an independent audit which includes one of the following:

A grant specific audit in accordance with Government Auditing Standards (Yellow Book Standards); or, a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions; or, a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

The LWD's chief financial officer reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit can not be provided.

- E) The LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of the LWD.
- F) Contractors/grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of the LWD.
- G) The LWD reserves the right to require plans for audit resolution. The LWD further retains the right to implement steps towards such resolution should the contractor/grantee fail to be responsive and a need to institute collection is warranted. Such action on the part of the LWD shall include prior notice and include opportunity for appeal.
- H) Contractors/grantees agree to require that all subgrantees whose receipt of funds under this agreement meet or exceed levels, regardless of whether it be through a single or multiple agreements, required for contractor/grantee independent audit, shall provide an independent audit consistent with the requirements established herein for the contractor/grantee.
- I) Contractor/grantee agrees to monitor its subgrantees. Such monitoring shall include review of program, financial and performance for all efforts. Entities receiving awards of \$50,000 a year, whether through one or multiple agreements, must be monitored annually. A schedule for all monitoring shall be developed and available upon request. Monitoring tools shall be used and a record of such efforts must be retained. In any event of a monitoring finding or recommendation, the contractor/grantee is responsible for communicating such to the applicable body in a timely manner and require, document and follow-up on related actions.
- J) The contractor/grantee must maintain records in support of the cost allocation/resource sharing plan discussed under section 2. These records must be auditable and consistent with the plan.

## 10) COMPLAINTS, GRIEVANCES AND APPEALS

All contractors/grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All

contractors/grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

## 11) RECORDS

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other materials prepared by the contractor/grantee in connection with the project are the property of the LWD. Such material will be delivered to the LWD upon request.

Retention – The contractor/grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The contractor/grantee agrees to insure that sub-grantees retain records in accordance with these requirements. In the event of the termination of the relationship between contractor/grantee and sub-grantees, the contractor/grantee shall be responsible for the maintenance and retention of the records of any sub-grantees unable to retain them.

Access – The grantor may investigate any matter it deems necessary to determine compliance with state or federal policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), interviewing employees, and entering any premises or onto any site in which any part of a program of the contractor/grantee is conducted or in which any of the records of the contractor/grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The contractor/grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

## 12) PROCUREMENT STANDARDS

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state and local requirements.

Adherence to the standards contained in the applicable federal, state and local laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to the LWD, regarding the settlement and satisfaction of all contractual and administrative issues and claims arising out of procurement entered in support of a grant.

The contractor/grantee shall maintain a written procurement document that satisfies all federal/state requirements and ensures competition where appropriate, utilizes past performance as a determinant of future use, requires cost/price analysis of acquisition and develops an oversight system for the process. Any/all procurement documentation must require and include specific language regarding the avoidance of conflict of interest in any procurement process and document any steps to be taken to ensure that such steps have been taken.

The contractor/grantee shall not be allowed to use procurement rules as a tool towards procurement pass-through. Contractor/grantee shall not be allowed to enter into an agreement whose sole or primary purpose is to obfuscate the desire and intent of procurement standards as set forth by this agreement and applicable federal and state requirements.

## 13) PROPERTY

The contractor/grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any contractor or subcontractor receiving payments on behalf of the contractor/grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the contractor/grantee. Procedures for property records are outlined in the New Jersey Schools Development Authority Guide for Contracting and Property Management, and the contractor/grantee shall follow those procedures. The contractor/grantee agrees to provide the same security and safekeeping measures for property paid

for under this contract as the contractor/grantee provides for the same or similar property owned by the contractor/grantee. The contractor/grantee agrees to impose similar conditions upon any contractor or subcontractor engaged to provide services under this contract.

#### **14) TRAVEL AND CONFERENCES**

Conferences or seminars conducted by the contractor/grantee shall be held at the contractor/grantee's facilities or at public facilities whenever possible.

#### **15) SUBCONTRACTING**

Contractor/grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the contractor/grantee would apply to any subcontractors or third parties hired by the contractor/grantee. It is the responsibility of the contractor/grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

#### **16) MODIFICATIONS**

Modification to the agreement will be made in accordance with procedures prescribed by the grantor effective at the time of submission of the modification.

- A) The contractor/grantee agrees to submit a written modification and receive approval from the LWD prior to changing any budget line item contained in this agreement.
- B) The grantor and contractor/grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this contract.

#### **17) DISPUTES**

The contractor/grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The contractor/grantee assures continued performance of this agreement while any dispute is pending.

Any dispute arising under this grant or agreement, which is not settled by informal means, shall be decided by the grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor/grantee. The contractor/grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the contractor/grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. The grantor and contractor/grantee preserves all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

#### **18) SEVERABILITY**

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

#### **19) TERMINATION**

- A) Termination for Convenience – The grantor or contractor/grantee may request a termination for any reason. The grantor or contractor/grantee shall give 30 days advance notice, in writing, to the other parties to this agreement

of the effective date of such termination. The contractor/grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

- B) Termination for Cause – The grantor may terminate this agreement when it has determined that the contractor/grantee has failed to provide the services specified, or complied with any of the provisions contained in this contract or approved application, or otherwise breached the terms of this agreement. If the contractor/grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, the grantor will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The contractor/grantee has 10 working days in which to respond with a plan agreeable to the grantor for correction of the deficiencies. If the contractor/grantee does not respond within the appointed time with corrective plans satisfactory to the grantor, the grantor will serve a termination notice on the contractor/grantee which will become effective within 10 days after receipt. In the event of such termination, the grantor shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.
- C) Termination or Reduction of Funds
  - 1) The contractor/grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The contractor/grantee agrees that any such changes deemed necessary by the LWD shall be immediately incorporated into this grant.
  - 2) Future payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be requested by the grantor.

## 20) CONTRACT CLOSE OUT

- A) The following definitions shall apply for the purpose of this section:
  - 1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.
  - 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.
- B) The contractor/grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by the grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the grantor.
- C) The contractor/grantee will, together with the submission of the closeout package, return to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.
- D) Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.
- E) The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under this grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.
- F) The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.
- G) The contractor/grantee shall forward closeout package to the grantor within 60 days of the closeout.

## 21) PERFORMANCE

The contractor/grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to the LWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notice of Obligations that granted operational authority for the funds contained in this contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The contractor/grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The contractor/grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with the LWD. The contractor/grantee acknowledges that the LWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

## **22) CONFLICTS OF INTEREST**

The contractor/grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the contractor/grantee, its agent, or representative to any office or employee of the LWD with a view towards securing this contract or securing favorable treatment with respect to the awarding, amending, or the making of any determination will render the contract voidable at the option of the LWD, and may justify further action under applicable state laws. The contractor/grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The contractor/grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The contractor/grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the contractor/grantee will take to avoid the potential of conflict.

## **23) OPEN GOVERNMENT PRACTICES**

The contractor/grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the contractor/grantee shall be documented, maintained and available for review. Contractor/grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

## **24) BONDING AND INSURANCE**

The contractor/grantee shall ensure that every officer, director, or employee who is authorized to act on behalf of the contractor/grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks, or other instruments of payment is bonded to provide protection against loss.

## **25) AVAILABILITY OF FUNDS**

The recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to the LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of the LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the LWD or an event of default under the agreement and the LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future

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funding shall not be anticipated from the LWD beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the LWD to expend funds beyond the termination date set in the grant agreement.

### Grant Specific Provisions

**Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment Act, the local workforce investment plan and the Workforce Investment Board/local elected officials Memorandum of Understanding:**

**Grant recipient:**

*The County of Gloucester is the recipient of the Workforce Investment Act funds and all other state funds dedicated to employment and training services of the residents of Gloucester County. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.*

**Fiscal agent:**

*The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely fashion.*

**Workforce Investment Board:**

*The Board is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The Board conducts oversight of the One Stop system, youth activities and employment and training activities under Title I of WIA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WIB committees. The committee chairs then offer proposals to the WIB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decision regarding any changes.*

**One-Stop operator:**

*The One Stop Operator is the Gloucester County Department of Economic Development. This entity includes the staff to the Workforce Investment Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services, Division of Business Development and Tourism, and Division of Community Development Block Grant. All the divisions are mutually dependent upon each other and have a direct impact on the county's quality of life and economic condition.*

*The Director of this Department ensures that all divisions are operating satisfactorily and meeting federal and state expectations.*

The LWD will provide the contractor/grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to the LWD by October 31<sup>st</sup> of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the contractor/grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.



C-2

**RESOLUTION TO PURCHASE A 2015 CHEVROLET EXPRESS VAN FROM MALL CHEVROLET THROUGH STATE CONTRACT #A83174 FOR \$17, 332.51 AND RESCINDING THE PURCHASE IN RESOLUTION #48641 DATED SEPTEMBER 3, 2014 DUE TO THE UNAVAILABILITY OF THE SPECIFIED VAN**

**WHEREAS**, the County of Gloucester (hereinafter the "County") Department of Public Works, Division of Fleet Management, has a need for a new van for use by the Division of Senior Services and on September 3, 2014 a Resolution was adopted to purchase a specific 2015 Chevrolet Express 1500 van which was later discovered to be unavailable; and

**WHEREAS**, the County now opts to revise its purchase of a 2015 Chevrolet Express van from Mall Chevrolet located at 75 Haddonfield Road, Cherry Hill, NJ 08002, for \$17,332.51 through State authorized contract #A83174; and

**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 Purchasing Agent of the County has certified the availability of funds in the total amount of \$17,332.51 for the purchase of the van pursuant to CAF# 14-07149 and it shall be charged against budget line item #4-01-26-315-001-20673.

**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 2015 Chevrolet Express van with features and specifications as set forth on the bill of sale for \$17,332.51 through State authorized contract #A83174 and Resolution #48641 is rescinded; 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, November 5, 2014 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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

C-2

Certificate of Availability of Funds

TREASURER'S NO. 14-07149

DATE October 20, 2014

BUDGET NUMBER - CURRENT YR 4-01-26-315-001-20673 B DEPARTMENT P.W./Fleet Mgmt

AMOUNT OF CERTIFICATION \$17332.51 COUNTY COUNSEL Emmet E. Primas Jr

DESCRIPTION: 2015 Chevrolet Express RWD Van – Cargo 4.8 L engine 6 speed auto trans, air conditioning, front bucket seats, vinyl right side swing out doors 105 AMP alternator AM/FM radio, All season full sz spare tire, fixed glass, rear vinyl flooring, white exterior State contract #83174 Line 5

VENDOR: Mall Chevrolet

ADDRESS: 75 Haddonfield Rd

Cherry Hill, NJ 08002

Larry Hayes Jr  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 10-22-14

Meeting Date: Nov 5, 2014

03

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT FOR STP-4048(105) ROW WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION INCREASING FUNDING BY \$314,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 22, 2011, authorizing the execution of a Federal Aid ROW Agreement No. NJDOT State Sponsor Agreement Form SA-1006 dated January 27, 2012 (Federal Project #STP-4048(105) ROW) in the total amount of \$786,460.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT") for the reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, as per Federal Project No. STP-4048(105) ROW, and Engineering Project #06-01FA (hereinafter the "Agreement"); and

**WHEREAS**, a modification to the Agreement is necessary, which will increase the total amount of same by \$314,000.00, resulting in the new total Agreement amount of \$1,100,460.00; and

**WHEREAS**, all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to Agreement Modification #01 for Federal Aid ROW Agreement No. NJDOT State Sponsor Agreement Form SA-1006 dated January 27, 2012 (Federal Project #STP-4048(105) ROW) with the NJDOT to increase the agreement by \$314,000.00 for a new total amount of \$1,100,460.00 on behalf of the County; and

**BE IT FURTHER RESOLVED** that all other terms and provisions of Federal Aid ROW Agreement No. NJDOT State Sponsor Agreement Form SA-1006 dated January 27, 2012 (Federal Project #STP-4048(105) ROW) shall remain in full force and effect.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
 LOCAL AID & ECONOMIC DEVELOPMENT  
 TRENTON, NEW JERSEY

C-3

AGREEMENT MODIFICATION

Contract ID: 12 70530

MODIFICATION NO. 1 FEDERAL PROJECT NO. STP-4048(105)ROW DATE 10/8/14  
 PROJECT Egg Harbor Road CR 630 - ROW Phase  
 LOCATION Township of Washington, Gloucester County  
 SPONSOR Gloucester County  
 AGREEMENT DATE 1/27/2012 AGREEMENT NO. NJDOT State Sponsor Agmt Form SA-1006 dated January 27, 2012

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

Agreement Cost:

State participation in the cost of Right-Of-Way(ROW) for the said improvement; and

WHEREAS, the State has established the total cost of such improvement and the Federal and State shares of such cost as follows:

	<u>TOTAL COST</u>	<u>FEDERAL</u>	<u>STATE</u>
R.O.W.	\$786,460.00	\$786,460.00	Soft Match

CHANGE TO:

State participation in the cost of Right-Of-Way(ROW) for the said improvement; and

WHEREAS, the State has established the total cost of such improvement and the Federal and State shares of such cost as follows:

	<u>TOTAL COST</u>	<u>FEDERAL</u>	<u>STATE</u>
R.O.W.	\$1,100,460.00	\$1,100,460.00	Soft Match

Original Agreement Amount	<u>\$786,460.00</u>
Modified Agreement Amt. (Mod. Nos. )	<u>\$786,460.00</u>
This Modification Amount (No. 1 )	<u>\$314,000.00</u>
Present Agreement Total Amt.	<u>\$1,100,460.00</u>
Original Agreement Compl. Date	<u>12/1/2014</u>
Revised Agreement Compl. Date	<u>12/1/2015</u>

CERTIFICATION OF FUNDS

\_\_\_\_\_  
 Director of Accounting and Auditing Date

ACCEPTED

\_\_\_\_\_  
 Robert M. Danminger, Freshholder Director Date

FOR PROGRAM USE ONLY:

Document No. \_\_\_\_\_  
 Registration No. \_\_\_\_\_

RECOMMENDED

\_\_\_\_\_  
 (Chris Bergeman, Supervising Engineer  
 District 4, Local Aid) Date

CERTIFICATION ACCEPTANCE PROJECTS  
 This Mod. is approved for Federal participation

\_\_\_\_\_  
 (Salim T. Mikhael, Manager  
 District 4, Local Aid) Date

\_\_\_\_\_  
 Director, Local Aid & Economic Development Date

C-4

**RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR THE REPLACEMENT OF BRIDGE 4-H-5, JESSUP MILL ROAD BRIDGE IN THE TOWNSHIP OF MANTUA FOR \$839,317.82**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Replacement of Bridge 4-H-5, Jessup Mill Road Bridge over Edwards Run in the Township of Mantua, County of Gloucester," Engineering Project #14-06 (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on October 08, 2014; and

**WHEREAS**, after following proper public bidding procedure, it was determined that South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08312, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$839,317.82; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to South State for the Project; and the Contractor shall complete all work required for substantial completion of the Project within ninety (90) calendar days after the issuance of the Notice to Proceed; and

**WHEREAS**, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$839,317.82, pursuant to C.A.F. #14-09033, which amount shall be charged against budget line item C-04-14-016-165-16214.

**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 Bud for the Project in the amount of EIGHT HUNDRED THIRTY-NINE THREE HUNDRED SEVENTEEN THOUSAND DOLLARS AND EIGHTY-TWO CENTS (\$839,317.82), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-4

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
SOUTH STATE, INC.**

**THIS CONTRACT** is made effective this 5<sup>th</sup> day of **November 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 **SOUTH STATE, INC.**, a New Jersey Corporation, with offices at PO Box 68, 202 Reeves Road, Bridgeton, NJ 08302, 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 "Replacement of Bridge 4-H-5, Jessup Mill Road Bridge over Edwards Run in the Township of Mantua, County of Gloucester," Engineering Project #14-06 (hereinafter the "Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within ninety (90) calendar days after the issuance of the Notice to Proceed.
2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$839,317.82** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **14-06** (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 Vendor agrees as follows:

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

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

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

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

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

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

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or 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 **5<sup>th</sup>** day of **November, 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**

**SOUTH STATE, INC.**

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

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

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

C-4

Certificate of Availability of Funds

TREASURER'S NO. 14-09033 DATE October 14, 2014

C-04-14-016-165-16214 (\$839,317.82)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$839,317.82 COUNTY COUNSEL Matthew P. Lyons, Esq.

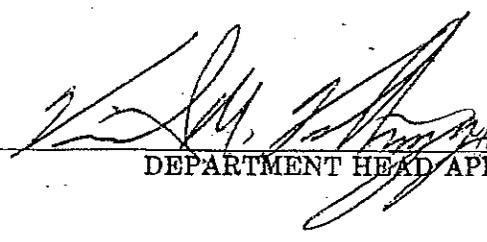
DESCRIPTION:

Construction Contract for the Engineering Project "Replacement of Bridge 4-H-5, Jessup Mill Road Bridge over Edwards Run in the Township of Mantua, County of Gloucester," Engineering Project #14-06

VENDOR: South State, Inc.

ADDRESS: P.O. Box 68  
202 Reeves Road

Bridgeton, NJ 08312

  
DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.  
County Engineer

APPROVED  \_\_\_\_\_  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED \_\_\_\_\_

Meeting Date: November 05, 2014

Office of the County Engineer  
 County of Gloucester  
 Replacement of Bridge 4-H-5, Annap Mill Road over Edwards Run in the Township  
 of Hants, Gloucester County  
 Engineering Project #14-06  
 Bid Date: Wednesday, October 08, 2014  
 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 14-06

Item No.	Description	Approx. Quantity	Unit	Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
				Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
1	Mobilization	1	LS	\$82,000.00	\$82,000.00	\$90,000.00	\$90,000.00	\$60,000.00	\$60,000.00	\$54,000.00	\$54,000.00	\$65,000.00	\$65,000.00	\$150,000.00	\$150,000.00
2	Construction Layout	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00
3	Caution Fence	100	LF	\$3.00	\$3.00	\$1.00	\$1.00	\$9.00	\$9.00	\$11.00	\$11.00	\$1.00	\$1.00	\$8.00	\$8.00
4	Heavy Duty Silt Fence	525	LF	\$8.00	\$3,150.00	\$7.00	\$3,675.00	\$3.42	\$1,800.00	\$4.50	\$2,362.50	\$3.00	\$1,575.00	\$8.00	\$4,200.00
5	Floating Turbidity Barrier, Type 2	80	LF	\$25.00	\$2,000.00	\$15.00	\$1,200.00	\$1,650.00	\$1,650.00	\$2,040.00	\$2,040.00	\$4,200.00	\$4,200.00	\$25.00	\$2,000.00
6	Oil Only Emergency Spill Kit, Type 1	1	U	\$100.00	\$100.00	\$1.00	\$1.00	\$680.00	\$680.00	\$1,500.00	\$1,500.00	\$775.00	\$775.00	\$1,800.00	\$1,800.00
7	Construction Driveway	1	LS	\$100.00	\$100.00	\$1.00	\$1.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$0.01	\$3,200.00	\$3,200.00	\$3,200.00
8	Sediment Control Bag	200	SF	\$0.01	\$2.00	\$2.00	\$400.00	\$200.00	\$200.00	\$3.50	\$700.00	\$1.75	\$350.00	\$5.00	\$1,000.00
9	Traffic Control	1	U	\$100.00	\$100.00	\$500.00	\$500.00	\$12,000.00	\$12,000.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
10	Fuel Price Adjustment	LS	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
11	Excavation of Acid Producing Soils	10	TON	\$50.00	\$500.00	\$60.00	\$600.00	\$10.00	\$100.00	\$55.00	\$550.00	\$2.50	\$25.00	\$35.00	\$350.00
12	Excavation of Acid Producing Soils	10	TON	\$100.00	\$1,000.00	\$80.00	\$800.00	\$90.00	\$900.00	\$50.00	\$500.00	\$55.00	\$550.00	\$36.00	\$360.00
13	Final Cleanup	1	LS	\$100.00	\$100.00	\$1.00	\$1.00	\$8,500.00	\$8,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00
14	Disposal of Regulated Material	10	TON	\$100.00	\$1,000.00	\$60.00	\$600.00	\$50.00	\$500.00	\$65.00	\$650.00	\$550.00	\$5,500.00	\$1,150.00	\$11,500.00
15	Cleaning Site	1	LS	\$135,000.00	\$135,000.00	\$50,000.00	\$50,000.00	\$14,000.00	\$14,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$145,000.00	\$145,000.00
16	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Pavement Removal	115	SY	\$15.00	\$1,725.00	\$10.00	\$1,150.00	\$8.00	\$920.00	\$20.00	\$2,300.00	\$18.50	\$2,117.50	\$15.00	\$1,725.00
18	L-14 Soil Aggregate	250	CY	\$30.00	\$7,500.00	\$25.00	\$6,250.00	\$24.00	\$6,000.00	\$45.00	\$11,250.00	\$5.00	\$1,250.00	\$35.00	\$8,750.00
19	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Dense-Graded Aggregate Base Course, 6" Thick	445	SY	\$5.00	\$2,225.00	\$12.00	\$5,340.00	\$15.50	\$6,897.50	\$16.00	\$7,120.00	\$5.00	\$2,225.00	\$12.00	\$5,340.00
21	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	HMA Milling, 3" or Less	280	SY	\$15.00	\$4,200.00	\$20.00	\$5,600.00	\$14.00	\$3,920.00	\$27.00	\$7,560.00	\$38.00	\$10,640.00	\$35.00	\$9,800.00
24	Tack Coat	82	GAL	\$0.01	\$0.82	\$0.01	\$0.82	\$4.00	\$328.00	\$0.01	\$0.82	\$0.01	\$0.82	\$0.01	\$0.82
25	Prime Coat	144	GAL	\$0.01	\$1.44	\$1.44	\$207.36	\$1.00	\$144.00	\$0.01	\$1.44	\$0.01	\$1.44	\$0.01	\$1.44
26	Hot Mix Asphalt 12.5 M 64 Surface Course, 2" Thick	105	TON	\$80.00	\$8,400.00	\$120.00	\$12,600.00	\$110.00	\$11,550.00	\$100.00	\$10,500.00	\$130.00	\$13,650.00	\$175.00	\$18,375.00
27	Hot Mix Asphalt 19 M 64 Base Course, 4" Thick	120	TON	\$80.00	\$9,600.00	\$80.00	\$9,600.00	\$100.00	\$12,000.00	\$95.00	\$11,400.00	\$110.00	\$13,200.00	\$155.00	\$18,600.00
28	Hot Mix Asphalt Driveway, 2" Thick	16	SY	\$200.00	\$3,200.00	\$80.00	\$1,280.00	\$320.00	\$5,120.00	\$80.00	\$1,280.00	\$16.50	\$264.00	\$50.00	\$800.00
29	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	Nonvegetative Surface, Hot Mix Asphalt	378	SY	\$10.00	\$3,780.00	\$37.00	\$13,986.00	\$42.00	\$15,876.00	\$31.00	\$11,718.00	\$38.00	\$14,364.00	\$45.00	\$17,010.00
31	No Item	-	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SUMMARY OF BIDS



SPECIFICATION NO. 14-06

Item No.	Description	Approx. Quantity	Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6		
			Unit Price	Amount											
32	Beam Guide Rail	384	LF	\$22.00	\$8,448.00	\$25.00	\$9,600.00	\$27.00	\$10,368.00	\$25.00	\$9,600.00	\$28.00	\$10,752.00	\$40.00	\$15,360.00
33	Beam Guide Rail, Bridge	56	LF	\$115.00	\$6,440.00	\$350.00	\$19,600.00	\$374.00	\$20,944.00	\$120.00	\$6,720.00	\$126.00	\$7,056.00	\$700.00	\$39,200.00
34	No Item	-		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
35	Flared Guide Rail Terminal	3	U	\$2,100.00	\$6,300.00	\$2,250.00	\$6,750.00	\$2,400.00	\$7,200.00	\$2,200.00	\$6,600.00	\$2,250.00	\$6,750.00	\$3,000.00	\$9,000.00
36	Beam Guide Rail Anchorage	3	U	\$1,100.00	\$3,300.00	\$975.00	\$2,925.00	\$1,050.00	\$3,150.00	\$1,100.00	\$3,300.00	\$975.00	\$2,925.00	\$1,000.00	\$3,000.00
37	No Item	-		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
38	Traffic Stripes, Long Life, Epoxy Resin, 4"	1000	LF	\$1.50	\$1,500.00	\$1.50	\$1,500.00	\$1.60	\$1,600.00	\$2.00	\$2,000.00	\$2.75	\$2,750.00	\$2.00	\$2,000.00
39	No Item	-		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
40	RPM, Bi-Directional, Amber Lens	4	U	\$200.00	\$800.00	\$200.00	\$800.00	\$214.00	\$856.00	\$175.00	\$700.00	\$105.00	\$420.00	\$225.00	\$900.00
41	RPM, Bi-Directional, Blue Lens	1	U	\$205.00	\$205.00	\$200.00	\$200.00	\$214.00	\$214.00	\$175.00	\$175.00	\$105.00	\$105.00	\$225.00	\$225.00
42	No Item	-		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
43	Borrow Topsoil	30	CY	\$35.00	\$1,050.00	\$35.00	\$1,050.00	\$80.00	\$2,400.00	\$30.00	\$900.00	\$20.00	\$600.00	\$40.00	\$1,200.00
44	Topsoil Stabilization, Type 2 Mat	260	SY	\$4.00	\$1,040.00	\$4.50	\$1,125.00	\$5.50	\$1,430.00	\$5.00	\$1,300.00	\$5.00	\$1,300.00	\$5.50	\$1,375.00
45	Topsoiling, 4" Thick	325	SY	\$2.00	\$650.00	\$2.50	\$812.50	\$7.00	\$2,275.00	\$5.00	\$1,625.00	\$4.00	\$1,300.00	\$3.25	\$1,056.25
46	Fertilizing and Seeding, Type A-3	325	SY	\$0.75	\$243.75	\$0.55	\$178.75	\$2.20	\$716.00	\$3.00	\$975.00	\$2.00	\$650.00	\$0.70	\$227.50
47	Straw Mulching	325	SY	\$0.75	\$243.75	\$0.50	\$162.50	\$2.20	\$716.00	\$1.00	\$325.00	\$2.00	\$650.00	\$0.70	\$227.50
48	Temporary Sheetpiling	4000	SF	\$10.00	\$40,000.00	\$0.01	\$40.00	\$47.00	\$188,000.00	\$50.00	\$200,000.00	\$40.00	\$160,000.00	\$55.00	\$220,000.00
49	Cleaning Site, Bridge	1	LS	\$235,000.00	\$235,000.00	\$274,988.41	\$274,988.41	\$35,000.00	\$35,000.00	\$60,000.00	\$60,000.00	\$150,000.00	\$150,000.00	\$120,000.00	\$120,000.00
50	Excavation, Unclassified	500	CY	\$35.00	\$17,500.00	\$1.00	\$500.00	\$44.00	\$22,000.00	\$35.00	\$17,500.00	\$26.00	\$13,000.00	\$53.00	\$26,500.00
51	Concrete Footing	175	CY	\$100.00	\$17,500.00	\$100.00	\$17,500.00	\$31.00	\$5,415.00	\$41.00	\$7,175.00	\$26.00	\$4,550.00	\$40.00	\$7,000.00
52	Solid Concrete Masonry Blocks	1800	SF	\$5.00	\$9,000.00	\$37.00	\$66,600.00	\$30.00	\$54,000.00	\$16.00	\$28,800.00	\$12.00	\$21,600.00	\$60.00	\$108,000.00
53	Voided Concrete Reinforcement	1100	SF	\$5.00	\$5,500.00	\$37.00	\$40,700.00	\$30.00	\$33,000.00	\$34.00	\$37,400.00	\$34.00	\$37,400.00	\$70.00	\$77,000.00
54	Geosynthetic Reinforcement	6500	SY	\$1.00	\$6,500.00	\$2.70	\$17,550.00	\$3.50	\$22,750.00	\$3.00	\$19,500.00	\$3.00	\$19,500.00	\$7.00	\$45,500.00
55	Dense Graded Aggregate Base Course, Variable Thickness	1676	CY	\$0.01	\$16.76	\$15.00	\$25,140.00	\$55.00	\$92,180.00	\$60.00	\$100,560.00	\$62.00	\$103,912.00	\$90.00	\$150,840.00
56	Coarse Graded Aggregate, Size No. 57	930	CY	\$0.01	\$9.30	\$20.00	\$18,600.00	\$64.00	\$59,520.00	\$80.00	\$74,400.00	\$70.00	\$65,100.00	\$106.00	\$97,650.00
57	Prestressed Concrete Slab Beam (Type S148), 48" x 12"	224	LF	\$750.00	\$168,000.00	\$463.87	\$103,906.88	\$353.00	\$79,072.00	\$325.00	\$72,800.00	\$250.00	\$56,000.00	\$310.00	\$69,440.00
58	Concrete Bridge Deck	20	CY	\$1,500.00	\$30,000.00	\$2,000.00	\$40,000.00	\$1,550.00	\$31,000.00	\$2,000.00	\$40,000.00	\$2,250.00	\$45,000.00	\$1,040.00	\$20,800.00
59	Reinforcement Steel, Epoxy Coated	2388	LB	\$1.39	\$3,317.32	\$4.00	\$9,552.00	\$2.00	\$4,776.00	\$2.00	\$4,776.00	\$3.00	\$7,164.00	\$2.40	\$5,731.20
60	Riprap Stone Channel Protection, 24" Thick (D50=12")	42	SY	\$25.00	\$1,050.00	\$105.00	\$4,410.00	\$115.00	\$4,830.00	\$300.00	\$12,600.00	\$250.00	\$10,500.00	\$100.00	\$4,200.00
			Total Bid	\$899,317.92	\$883,549.30	\$952,895.00	\$952,895.00	\$952,895.00	\$952,895.00	\$952,895.00	\$952,895.00	\$952,895.00	\$952,895.00	\$952,895.00	\$952,895.00

\* Addition one for Total Bid  
 All bid items are for Total Bid  
 over the item bid as authorized  
 (598,250.00) by \$5,250.00

\* Multiplication error, line item 58 (add)  
 over the item bid as authorized  
 (598,250.00) by \$5,250.00

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

Approved by the Administrator of Bids and the Board of Public Works

C-5

**RESOLUTION TO PURCHASE (3) HENDERSON HITCHES WITH TILTS AND (2) HENDERSON SNOWPLOWS FROM INTERCON TRUCK EQUIPMENT FOR \$38,671.00**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Public Works, Division of Fleet Management, has the need for three (3) Henderson FSP41R101SCT Hitches with Tilts and two (2) Henderson Snowfoe series manual reversible one way snowplow or approved equal; and

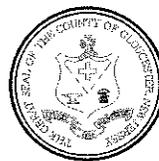
**WHEREAS**, after due notice and advertisement, the County received sealed bids on October 17, 2014, and after following the appropriate public bidding procedures, it was determined that Intercon Truck Equipment, 591 Meetinghouse Road, Boothwyn, PA 19061, was the lowest responsive and responsible bidder to provide the unit per bid specifications PD #14-049, for the total amount of \$38,671.00; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the total amount of \$38,671.00 (\$7,955.00 x 3=\$23,865.00 and \$7,403.00 x 2=\$14,806.00), for the purchase of the equipment, pursuant to CAF# 14-09153 shall be charged against budget line item #C-04-14-019-130-19401.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders approves the purchase of three (3) Henderson FSP41R101SCT Hitches with Tilts and two (2) Henderson Snowfoe series manual reversible one way snowplow or approved equal; and from Intercon Truck Equipment pursuant to their bid submitted and the specifications promulgated by County bid PD #14-049; 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, November 5, 2014, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-5

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

Certificate of Availability of Funds

TREASURER'S NO. 14- 09153 DATE October 20, 2014

BUDGET NUMBER - CURRENT YR C-04-14-019-315-19401 B \_\_\_\_\_ DEPARTMENT P.W./Fleet Mgmt

AMOUNT OF CERTIFICATION \$38,671.00 COUNTY COUNSEL Emmet E. Primas Jr

DESCRIPTION: 

PD-014-049 3 - Snow Plows Henderson FSP41R101SCT Hitch with tilt or approved equal @7,995. ea 2 - Henderson Snowfoe series manual reversible one way snow plow or approved equal @ \$7,403. ea
--

VENDOR: InterCon Truck Equipment

ADDRESS: 591 Mettinghouse Rd  
Boothwyn Pa 19601

Joseph M. D'Allesandro 10/23/14  
DEPARTMENT HEAD APPROVAL

APPROVED 

<u>[Signature]</u> PURCHASING AGENT
--

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 10-23-14

Meeting Date: Nov 5, 2014

<p align="center"><b>PD 014-049</b>  <b>Bid Opening 10/17/2014 10:00am</b>  <b>Specifications for Henderson Snow Plows or Approved Equal</b>  <b>For the Department of Public Works</b></p>			
		<p align="center"><b>VENDOR:</b>                  InterCon Truck Equipment                  591 Meetinghouse Rd.                  Boothwyn, PA 19061                  610-364-9500                  610-364-3385 Fax                  Thomas Yeager, Vice President</p>	
<b>DESCRIPTION</b>			
<b>SNOWPLOWES</b>			
<b>Fa.</b>	<b>HENDERSON ESP41R10SCT HITCH WITH TLU1 OR APPROVED EQUAL</b>	<b>\$7,955.00</b>	
	<b>HENDERSON SNOWJOE SERIES MANUAL REVERSIBLE ONE WAY SNOW PLOW OR APPROVED EQUAL</b>	<b>\$7,403.00</b>	
	<b>DELIVERY ARO</b>	90-120 Days	
	<b>Variations: (if any)</b>	48" on discharge End of One Way Plow	
	<b>Make &amp; Model</b>	As per specification	
	<b>Will you extend your prices to local government entities within the County</b>	Yes	
	<b>Bid specifications sent to:</b>	HA DeHart & Sons, Trius, Inc., Vaik Manufacturing	
<b>Based upon the bids received, I recommend that InterCon Truck Equipment be awarded this as the lowest, responsive, responsible bidder.</b>			
		Sincerely,	
		Pater M. Mercant Purchasing Director	

C-6

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER #01-INCREASE WITH P & A CONSTRUCTION, INC. BY \$72,600.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Phase 2 – Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey," Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded by the County by Resolution on May 21, 2014 to P & A Construction, Inc. (hereinafter "P & A"), with an office address of 650 Leesville Avenue, Rahway, New Jersey 07065 in the amount of \$2,365,843.47 (hereinafter the "Contract"); and

**WHEREAS**, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order #01-Increase with P & A in the amount of \$72,600.00, resulting in a new total contract amount of \$2,438,443.47; and

**WHEREAS**, the said change order is necessitated by an increase in Item #116, miscellaneous concrete; this item was intended to be utilized over new pipe crossings to eliminate settlement. The quantity included in the contract would not cover all locations. This project is 100% Federal Aid funded; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for Change Order #01-Increase with P & A in the amount of \$72,600.00, pursuant to C.A.F. #14-09052, which amount shall be charged against budget line items C-04-13-013-165-13218.

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

1. The hereinabove referenced Change Order #01-Increase to increase the County's Contract with P & A for the Project in the amount of \$72,600.00, resulting in a new total adjusted contract amount of \$2,438,443.47, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to and execute said Change Order for the aforementioned purposes on behalf of the County.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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

ce

Certificate of Availability of Funds

TREASURER'S NO. 14-09052 DATE October 02, 2014  
C-04-13-013-165-13218 (\$72,600.00)

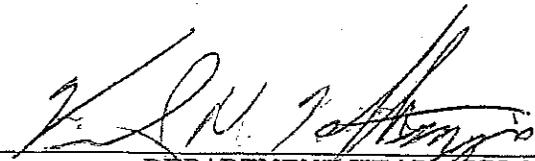
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$72,600.00 COUNTY COUNSEL Emmett E. Primas, Esq.

DESCRIPTION: Contract Change Order #01-Increase, Change Order necessitated by an increase in Item #116, miscellaneous concrete; this item was intended to be utilized over new pipe crossings to eliminate settlement. The quantity included in the contract would not cover all locations, for the Engineering Project "Phase 2 - Reconstruction of Egg Harbor Road, County Route 630, between Pembroke Drive and Medical Center Drive, Washington Township, County of Gloucester, New Jersey," This project is 100% Federal Aid funded, Federal Project Number STP-4048 (107) Construction, Engineering Project #14-01FA

VENDOR: P & A Construction, Inc.

ADDRESS: P.O. Box 28  
Colonia, NJ 07067

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

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED \_\_\_\_\_

Meeting Date: November 05, 2014

**NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID  
FEDERAL AID CHANGE ORDER**

Sheet 1 of 2  
Order No: 1  
Order Letter:  
Date: 9/30/2014

Project: Phase 2 - Reconstruction of Egg Harbor Road (CR630) between Pembroke Drive and Medical Center Drive in the Township of Washington, Gloucester County, NJ  
Federal Project No: STP-4048-(107)Con Doc. No. \_\_\_\_\_  
Contractor: P&A Construction, Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Egg Harbor Road, Township of Washington, NJ

Nature and reason for order: Increase in item 116, miscellaneous concrete, this item was intended to be utilized to eliminate settlement. The quantity included in the contract would not cover all locations.

Extension  Reduction of time recommended for this order: \_\_\_\_\_

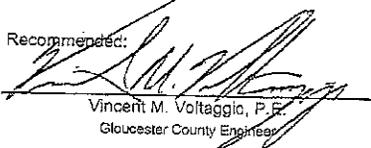
CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$2,365,843.47	\$0.00	\$2,365,843.47
Adjusted amount based on orders No. 1:	\$2,438,443.47	\$0.00	\$2,438,443.47

CONTRACT TIME
Original Completion Date: 12/18/2014
Adjustment This Order: (+ or -) <u>0</u>
Previous Adjustments: (+ or -) <u>0</u>
Adjusted Completion Date:

ORDER NO.	<input checked="" type="checkbox"/> Road	Bridge	Other
1			
	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$72,600.00	\$0.00	\$72,600.00
Decreases:	\$0.00	\$0.00	\$0.00
Total:	\$72,600.00	\$0.00	\$72,600.00

RESERVED FOR FHWA OR  
F.T.A.

Recommended:

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

10-21-14  
Date

Approved:

Robert M. Damminger  
Freeholder Director

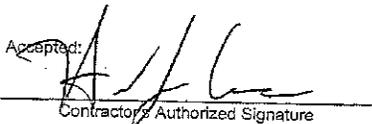
Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid Date

ALTERNATE PROCEDURES PROJECTS	
This order is approved for Federal participation:	
Director, Local Aid & Economic Development	Date

Accepted:

  
Contractor Authorized Signature

10/1/14  
Date

Name:

HORDER ASSUNCAO

Title:

P.M.

CONTRACTS PAYABLE SECTION	
Reviewed by:	Date
Input Submitted by:	Date
Certification of Funds:	
Director of Accounting & Auditing	Date

Unprotested

Protested by letter dated \_\_\_\_\_ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
 LOCAL AID  
 FEDERAL AID CHANGE ORDER

Sheet 2 of 2  
 Order No: 1  
 Order Letter: \_\_\_\_\_  
 Date: 9/30/14

Project: Phase 2 - Reconstruction of Egg Harbor Road (CR630) between Pembroke Drive and Medical Center Drive in the Township of Washington, Gloucester County, NJ  
 Federal Project No: STP-4048-(107)Con Doc. No. \_\_\_\_\_  
 Contractor: P&A Construction, Inc

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
EXTRA WORK				
		0	\$0.00	\$0.00
	SUBTOTAL EXTRA WORK			\$0.00
INCREASES				
116	Miscellaneous Concrete	363	\$200.00	\$72,600.00
	SUBTOTAL INCREASES			\$72,600.00
DECREASES				
			\$0.00	\$0.00
	SUBTOTAL DECREASES			\$0.00
Total Amount Change Order No. 1				\$72,600.00

Amount of Original Contract: \$2,365,843.47

Adjusted Amount Based on Change Order No. 1: \$2,438,443.47

Total Change (+ or -): \$72,600.00

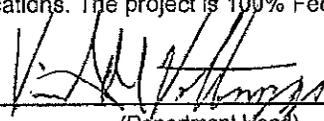
% of Change in Contract:  
 [(+) Increase or (-) Decrease] 3.06867301%

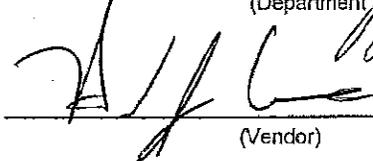
C-6

Project # 14-01FA

**COUNTY OF GLOUCESTER  
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: P&A Construction, Inc.  
P.O.Box 28  
Colonia, NJ 07067
- 2. Description of Project or Contract: Phase 2- Reconstruction of Egg Harbor Road  
(CR630) between Pembroke Drive and Medical  
Center Drive in the Township of Washington
- 3. Date of Original Contract: May 21, 2014
- 4. P.O. Number: 14-03893
- 5. Amount of Original Contract: \$2,365,843.47
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$72,600.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,438,443.47
- 9. Need or Purpose of this Change Order: Increase in item 116, miscellaneous concrete, this item was intended to be utilized over new pipe crossings to eliminate settlement. The quantity included in the contract would not cover all locations. The project is 100% Federally Funded.

This change order requested by  on 10-21-14  
(Department head) (Date)

Accepted by  on 10/1/14  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: \_\_\_\_\_  
Robert N. DiLella, Clerk                      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.*

C-7

**RESOLUTION TO CONTRACT WITH BUD CONCRETE, INC. FOR MISCELLANEOUS CONCRETE REPLACEMENT AND PEDESTRIAN UPGRADE PROJECTS AT VARIOUS LOCATIONS THROUGHOUT THE COUNTY FOR \$165,700.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County road improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #14-20 (hereinafter the "Project"); and

**WHEREAS**, bids were publicly received and opened for the Project by the County on October 01, 2014; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, NJ 08080, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$165,700.00; and

**WHEREAS**, the County's Purchasing and Engineering Departments recommend award of a contract to Bud for the Project; and the Contractor shall complete all work required for substantial completion of the Project within three hundred sixty-five (365) days after the issuance of the Notice to Proceed; and

**WHEREAS**, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$165,700.00, pursuant to C.A.F. #14-09244, which amount shall be charged against budget line items C-04-14-012-165-12216 (\$101,755.00) and C-04-14-013-165-12216 (\$63,945.00) for a total of \$165,700.00.

**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 Bud for the Project in the amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$165,700.00), per the prices submitted in its bid, and contingent upon approval by the New Jersey Department of Transportation.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-7

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
BUD CONCRETE, INC.**

**THIS CONTRACT** is made effective this 5<sup>th</sup> day of **November 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 **BUD CONCRETE, INC.**, a New Jersey Corporation, with offices at 133 Sewell Road, Sewell, NJ 08080, 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 "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #14-20 (hereinafter the "Project"); and

**WHEREAS**, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

- 1. COMMENCEMENT OF SERVICES.** Contractor shall commence services for the Project upon the County issuing a written Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within three hundred sixty-four (364) days after the issuance of the Notice to Proceed.
- 2. COMPENSATION.** Contractor shall be compensated in the amount of **\$165,700.00** for all labor and materials required to construct the **Project**, as per the Specifications issued by the County identified as **14-20** (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 Vendor agrees as follows:

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

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

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

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

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

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

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or 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 **5<sup>th</sup>** day of **November, 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**

**BUD CONCRETE, INC.**

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

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

C-7  
COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 14-09244 DATE October 02, 2014  
C-04-14-012-165-12216 (\$101,755.00)  
C-04-14-013-165-12216 (\$63,945.00)

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$165,700.00 COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION: Construction Contract for the Engineering Project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester, Engineering Project #14-20

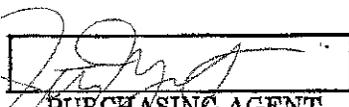
VENDOR: Bud Concrete, Inc.

ADDRESS: 133 Sewell Road

Sewell, NJ 08080

 10-21-14  
DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 10-27-14

Meeting Date: November 05, 2014

5

**SUMMARY OF BIDS**



**SPECIFICATION NO. 14-20**

**Office of the County Engineer**  
**County of Gloucester**  
 Miscellaneous Concrete Replacement and Pedestrian Upgrade Project, Various Locations, Gloucester County  
 Engineering Project #14-20  
 Bid Date: Wednesday, October 01, 2014  
 Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 2		bidder 2 of 2	
				Unit Price	Amount	Unit Price	Amount
1	Mobilization	L.S.	L.S.	\$750.00	\$750.00	\$35,000.00	\$35,000.00
2	Clearing Site	L.S.	Lump	\$3,000.00	\$3,000.00	\$50,000.00	\$50,000.00
3	9" x Variable Height Concrete Vertical Curb	1,000	L.F.	\$48.00	\$48,000.00	\$68.00	\$68,000.00
4	12" x 13" Concrete Sloping Curb	300	L.F.	\$40.00	\$12,000.00	\$48.00	\$14,400.00
5	Concrete Sidewalk, 4" Thick	1,200	S.Y.	\$58.50	\$70,200.00	\$76.00	\$91,200.00
6	Detectable Warning Surface	100	S.Y.	\$250.00	\$25,000.00	\$250.00	\$25,000.00
7	Concrete Driveway Reinforced, 6" Thick	100	S.Y.	\$67.50	\$6,750.00	\$86.00	\$8,600.00
<b>Total Bid</b>				<b>\$165,700.00</b>	<b>\$165,700.00</b>	<b>\$292,200.00</b>	<b>\$292,200.00</b>

bidder 1 of 2  
 Bud Concrete, Inc.  
 133 Sewell Road  
 Sewell, NJ 08080  
 Charles Anderson, President  
 budconcreteinc@comcast.net  
 p 856.589.2123 f 856.589.0731

bidder 2 of 2  
 Charles Marandino, LLC  
 233 Main Avenue, PO Box 20  
 Millray, NJ 08340  
 Charles Marandino, Owner  
 cmllc@comcast.net  
 p 856.691.9963 f 856.691.5195

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

\* Multiplication error, line item #6 total:  
 over line item bid as submitted  
 (\$2,500.00) by \$22,500.00

C-8

**RESOLUTION APPROVING A CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH R.E. PIERSON, INC. FOR ENGINEERING PROJECT #05-03SA IN THE BOROUGH OF PITMAN BY \$137,482.07**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received bids for the construction of the County road improvement in the Borough of Pitman known as "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA (hereinafter the "Project"); and

**WHEREAS**, a contract for the construction of the Project was previously awarded to R.E. Pierson, Inc. (Contractor) with an office address of 426 Swedesboro Rd., Pilesgrove, NJ, 08098, who was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$2,377,253.43 passed by Resolution on December 18, 2013; and

**WHEREAS**, the Contract was previously revised by the County by Resolution on May 21, 2014 through Change Order #01-Increase in the amount of \$17,930.90; and

**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #02-Final, which will decrease the total amount of the Contract with Pierson by \$137,482.07, resulting in a new total contract amount of \$2,257,702.26; and

**WHEREAS**, the said change order is based upon final construction quantities (as-built). The overall change order results in a project cost decrease, resulting in a new total contract amount of \$2,257,702.26; and

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

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

1. The hereinabove referenced Change Order Decrease #02-Final to decrease the County's Contract with Pierson for the Project in the amount of \$137,482.07, resulting in a new total adjusted contract amount of \$2,257,702.26, be, and the same hereby is, approved; and
2. The Director of the Board is hereby authorized to execute said Change Order for the aforementioned purposes on behalf of the County; and

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

C-8

Project 05-03

**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

- 1. Name & Address of Vendor: R.E. Pierson Construction CO. Inc.  
428 Swedesboro Rd. P.O. Box 430  
Woodstown NJ 08098
- 2. Description of Project or Contract: Storm Sewer Rehabilitation, West Holly Ave.  
County Route 624, Borough of Pitman NJ
- 3. Date of Original Contract: 11/26/2013
- 4. P.O. Number: 13-10762
- 5. Amount of Original Contract: \$2,377,253.43
- 6. Amount of Previously Authorized Change Order \$17,930.90
- 7. Amount of this Change Order No. 2(FINAL): -\$137,482.07
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,257,702.26

9. Need or Purpose of this Change Order: Final construction quantities.

This change order requested by [Signature] on 10-27-14  
(Department Head) (Date)

Accepted by [Signature] on 10/17/14  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

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

**To All Vendors:**

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

C-8

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID PROJECT  
FINAL CHANGE ORDER  
STATE AID PROJECT

PROJECT	ENGRG 05-03 W. Holly Ave. Storm Sewer Rehabilitation
MUNICIPALITY	Pitman Nj
COUNTY	Gloucester
CONTRACTOR	R. E. Pierson

In accordance with the project Supplementary Specification the following are changes in the contract.  
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
<b>REDUCTIONS</b>				
2	Excavation, Unclassified	66.5	\$50.00	\$3,325.00
8	HMA 12.5M76 Surface	148	\$65.00	\$9,620.00
10	Full Depth Concrete Pavement Repair	474	\$70.00	\$33,180.00
11	Sealing of Joints in Concrete Pavement Prior to Overlay	500	\$6.50	\$3,250.00
12	Tack	88	\$0.01	\$0.88
13	9"x18" Concrete Curb	106	\$23.00	\$2,438.00
14	Concrete Driveway, 6"	197.3	\$75.00	\$14,797.50
15	Concrete Sidewalk, 4"	45.2	\$55.00	\$2,486.00
19	8" Cast Iron Curb Pieces, Type N Eco	4	\$375.00	\$1,500.00
20	30" RCCP	44	\$220.00	\$9,680.00
21	36" RCCP	71	\$230.00	\$16,330.00
22	15" RCCP, CL III	90	\$110.00	\$9,900.00
25	Controlled Low Strength Material	100	\$180.00	\$18,000.00
26	Coarse Aggregate #57 Stone	115.0	\$30.00	\$3,450.00
27	Remove and Replace Sanitary Sewer Laterals	23	\$0.01	\$0.23
28	Remove and Replace Water Service Connection	27	\$0.01	\$0.27
29	Inlet Filter, Type 2	15	\$125.00	\$1,875.00
30	Reset Castings	1	\$550.00	\$550.00
33	Traffic Markings, Thermoplastic	153	\$2.00	\$306.00
34	Turf Repair Strip	200	\$3.00	\$600.00
40	Police Traffic Directors	260.5	\$60.00	\$15,630.00
44	Brick Sidewalk	40	\$22.00	\$880.00
X46	84" SRPP	17	\$650.00	\$11,050.00
47	Asphalt Price Adjustment	L.S.	\$5,000.00	\$4,568.99
48	Fuel Price Adjustment	L.S.	\$3,000.00	\$3,000.00
49	Partial Depth Concrete Repair	500	\$0.01	\$5.00
50	Excavation, Regulated Material	6	\$50.00	\$300.00
51	Disposal of Regulated Material	10	\$75.00	\$750.00
X1	Select Pipe Backfill (as directed)	867	\$21.00	\$18,207.00
X2	Removal and Disposal of Unsuitable Material	569.4	\$11.00	\$6,263.40
X5	HMA Base Course	150.8	\$104.00	\$15,683.20
<b>Total Reductions</b>			✓	<b>\$207,626.47</b>

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05-03SA

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
LOCAL AID PROJECT  
FINAL CHANGE ORDER  
STATE AID PROJECT

PROJECT	ENGRG 05-03 W. Holly Ave. Storm Sewer Rehabilitation
MUNICIPALITY	Pitman Nj
COUNTY	Gloucester
CONTRACTOR	R. E. Pierson

In accordance with the project Supplementary Specification the following are changes in the contract.  
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
<b>INCREASES</b>				
3	Milling, Variable Thickness	753	\$1.00	\$753.00
4	DGA, Variable Thickness	213	\$22.50	\$4,792.50
16	Inlet, Type B, 4" Curb Piece	1	\$9,000.00	\$9,000.00
36	Construction Signs	64	\$10.00	\$640.00
32	Traffic Stripes, Long Life, Epoxy Resin	839	\$0.50	\$419.50
42	Silt Fence	300	\$3.00	\$900.00
X3	Geotextile for Stabilization	683	\$1.80	\$1,229.40
<b>Total Increases</b>				<b>\$17,734.40</b>
<b>SUPPLEMENTALS</b>				
X9	12" DIP	188	\$145.00	\$27,260.00
X10	RipRap Cedar Ave and W. Holly Ave.	125	\$110.00	\$13,750.00
X11	Cedar Ave Watermain offset	1	\$6,900.00	\$6,900.00
X12	Cedar Ave. Timber Pile Removal	1	\$2,000.00	\$2,000.00
X13	Cedar Ave. Topsoil and Seeding	1	\$2,500.00	\$2,500.00
<b>Total Supplementals</b>				<b>\$52,410.00</b>

Amount of Original Contract \$2,377,253.43  
 Amount of Original Contract + Change Order No. 1 \$2,395,184.33  
 Amt. of Orig. Contract + Change Order Nos. 1 & 2 **\$2,257,702.26**

Increases \$17,734.40  
 Supplemental \$52,410.00  
 Reduction \$207,626.47  
**Total Change** **-\$137,482.07**

% Change in Contract 5.03% Decrease

*[Signature]* 10-27-14 Approved:  
 Vincent M. Voltaggio, P.E. Gloucester County Engineer

\_\_\_\_\_  
 (District Engineer) Date  
 (Local Highway Design)

\_\_\_\_\_  
 Robert M. Damminger Date  
 Freeholder Director  
*[Signature]* 10/17/14  
 (Contractor) Date

C9

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACTS FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., AND PENNONI ASSOCIATES, INC. FROM NOVEMBER 5, 2014 TO NOVEMBER 4, 2015 IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR EACH CONTRACT**

**WHEREAS**, there exists a need for the County of Gloucester (hereinafter the "County") to contract for engineering, inspection management and environmental services for capital projects to be undertaken by the County, per the "Yearly Capital Project Management for Engineering Services," Engineering Project #14-19 (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals, via RFP-014-039, from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based upon the established criteria, concluded that Federici & Akin, P.A., Consulting Engineers (hereinafter "Federici"), with offices at 307 Greentree Road, Sewell, New Jersey 08080, made the one of the two most advantageous proposals; and

**WHEREAS**, the evaluation, based upon the established criteria, concluded that Pennoni Associates Inc., Consulting Engineers (hereinafter "Pennoni"), with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, made the one of the two most advantageous proposals; and

**WHEREAS**, a contract with Federici would be for estimated units of service for an amount not to exceed \$125,000.00; and

**WHEREAS**, a contract with Pennoni would be for estimated units of service for an amount not to exceed \$125,000.00; and

**WHEREAS**, since both of the contracts would be for estimated units of service, same are open ended, which does not obligate the County to make any purchase; and thereby, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board, is hereby authorized to attest to contracts between the County and Federici for the provision of engineering, inspection, management and environmental services to and for the County's multiple capital projects, for an amount not to exceed \$125,000.00, from November 5, 2014 to November 4, 2015, and between the County and Pennoni for the provision of engineering, inspection, management and environmental services to and for the County's multiple capital projects, for an amount not to exceed \$125,000.00, from November 5, 2014 to November 4, 2015; and

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

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



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

C-9

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
FEDERICI & AKIN, P.A., CONSULTING ENGINEERS**

**THIS CONTRACT** is made effective this 5<sup>th</sup> day of **November 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 **FEDERICI & AKIN, P.A., CONSULTING ENGINEERS**, with offices at 307 Greentree Road, Sewell, New Jersey 08080, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County has determined that there is a need for Professional Engineering Services in the nature of engineering, management, inspection and environmental services for various County Capital Projects, Yearly Capital Project Management for Engineering Services," Engineering Project #14-19 (hereinafter the "Project"); and

**WHEREAS**, the County issued RFP-014-039 for the said Professional Engineering Services, to which the Contractor responded; and

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** This Contract shall be effective for a period of one (1) year from November 5, 2014 to November 4, 2015.

**2. COMPENSATION.** This Contract shall be for an amount not to exceed \$125,000.00 for the Contract term, so that this is an open ended contract. The Contract shall be for estimated units of service, as set forth in County RFP-14-039 (hereinafter the "RFP"), and the Vendor's proposal, "Engineering Construction Inspection & Environmental Services and/or Other Unspecified Projects, County of Gloucester RFP- #14-039", dated September 18, 2014 (hereinafter the ("Proposal"), which are both incorporated into and made part of this Contract.

The County shall not be required to purchase any minimum amount of services, as this is an open ended contract. The Vendor shall be paid for services based upon the fee schedule in the Proposal.

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP and the Proposal, and only as directed by the County. The Vendor shall render services to and for the County only when requested by the County on an "as-needed" basis.

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

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

**5. LICENSING.** If the Vendor or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

If Vendor is a member of a profession which is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

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

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

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

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

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

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

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

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

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract, the RFP, and the Proposal. The RFP and the Proposal are incorporated herein by reference. Should there occur a conflict between this Contract, and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail.

**THIS CONTRACT** is dated this **5th** day of **November, 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; and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**FEDERICI & AKIN, P.A.,  
CONSULTING ENGINEERS**

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

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

\_\_\_\_\_  
(Please Print Title)

# Qualifications Statement

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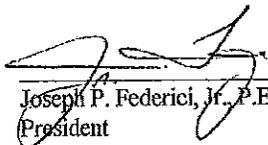
Qualifications for Professional Services

County of Gloucester, New Jersey

**ENGINEERING, CONSTRUCTION  
INSPECTION, & ENVIRONMENTAL  
SERVICES SERVICES FOR  
GLOUCESTER COUNTY CAPITAL PROJECTS**

**RFP # 14-039**

Prepared By:

  
\_\_\_\_\_  
Joseph P. Federici, Jr., P.E., P.P.  
President

Office Location:

307 Greentree Road  
Sewell, NJ 08080  
(856) 589-1400

September 18, 2014

## **Exhibit E**

### **2015 FEE SCHEDULE**

**Note:**

The firm of Federici & Akin, PA hereby proposes to perform the required scope of work, as identified in the RFP, at the hourly rates stated in the attached Fee Schedule.

Federici & Akin also understands that this contract does not allow for any reimbursement for travel expenses.



# FEDERICI & AKIN, P.A. CONSULTING ENGINEERS

YEAR 2015 FEE SCHEDULE	
Job Classification	Hourly Fee Schedule
Principal, Professional Engineer	\$165.00
Principal, Professional Land Surveyor & Professional Planner	\$155.00
Senior Project Manager	\$145.00
Project Manager	\$130.00
Professional Engineer	\$130.00
Design Engineer	\$110.00
Environmental Scientist	\$115.00
Professional Planner	\$115.00
Review Technician	\$95.00
Senior Draftsman	\$90.00
Drafting Technician	\$85.00
Technician	\$77.00
Professional Land Surveyor	\$115.00
3 Man Field Crew (Conventional)	\$165.00
2 Man Field Crew (GPS)	\$155.00
2 Man Field Crew (Conventional)	\$145.00
1 Man Field Crew (GPS)	\$145.00
Party Chief	\$85.00
Surveyor	\$70.00
Inspection Coordinator	\$97.00
Senior Inspector	\$97.00
Inspector	\$82.00
Technical Writer	\$71.00
Clerical	\$60.00
Expert Testimony (Court Appearance)	\$295.00

In the event that outside consultants are to be contracted by Federici & Akin, P.A., at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual.

Relating to inspection services, when applicable, any inspection procedures that exceed eight (8) hours, overtime at the rate of one and one-half times will be charged on that period beyond the original eight (8) hours.

Print Cost:	Black Line Prints	-	\$0.55/S.F.
	Sepias	-	\$0.80/S.F.
	Mylar	-	\$6.00/S.F.
	Xerox Copies	-	\$0.25 per copy

Mileage:	-	\$0.50 Mile
Tolls:	-	REIMBURSABLE

January 2, 2015

C-9

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

**RFP-14-039 Countywide Engineering – F&A**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. <u>Technical Proposal contains all required information</u></b> All required documentation submitted. <u>5</u> points</p>	<p style="text-align: center;"><b>5</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> F&amp;A has provided personnel with extensive training and experience with providing this type of service. Stan Bitgood PE has very good experience working with the County and a good understanding of our procedures and requirements. Good construction inspection experience. <u>25</u> points.</p>	<p style="text-align: center;"><b>25</b></p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> F&amp;A has successfully provided these types of services to the County in the past. They have an excellent understanding of County procedures, Federal Aid requirements, and provided services in a timely manner. They also provided a good listing of services provided to other agencies. <u>25</u> points.</p>	<p style="text-align: center;"><b>25</b></p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> F&amp;A has shown that they can provided a full range of services in a timely manner and to the standards of the County. They have provided a good plan for how they can provide these services, such as survey, preparation of bid specs and plans. <u>25</u> points.</p>	<p style="text-align: center;"><b>22</b></p>
<p><b>E. <u>Reasonableness of Cost Proposal</u></b> F&amp;A has provided a reasonable hourly rate for services to be provided. Project Engineer /Project Manager \$130 /hr <u>20</u> points.</p>	<p style="text-align: center;"><b>18</b></p>
<p style="text-align: center;"><b>TOTALS</b></p>	<p style="text-align: center;"><b>95</b></p>

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**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
PENNONI ASSOCIATES INC., CONSULTING ENGINEERS**

**THIS CONTRACT** is made effective this 5<sup>th</sup> day of **November 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 **PENNONI ASSOCIATES, INC., CONSULTING ENGINEERS**, with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County has determined that there is a need for Professional Engineering Services in the nature of engineering, management, inspection and environmental services for various County Capital Projects, Yearly Capital Project Management for Engineering Services," Engineering Project #14-19 (hereinafter the "Project"); and

**WHEREAS**, the County issued RFP-014-039 for the said Professional Engineering Services, to which the Contractor responded; and

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

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

**TERMS OF AGREEMENT**

**1. COMMENCEMENT OF SERVICES.** This Contract shall be effective for a period of one (1) year from November 5, 2014 to November 4, 2015.

**2. COMPENSATION.** This Contract shall be for an amount not to exceed \$125,000.00 for the Contract term, so that this is an open ended contract. The Contract shall be for estimated units of service, as set forth in County RFP-14-039 (hereinafter the "RFP"), and the Vendor's proposal, "Engineering Construction Inspection & Environmental Services and/or Other Unspecified Projects, County of Gloucester RFP- #14-039", dated October 1, 2014 (hereinafter the ("Proposal")), which are both incorporated into and made part of this Contract.

The County shall not be required to purchase any minimum amount of services, as this is an open ended contract. The Vendor shall be paid for services based upon the fee schedule in the Proposal.

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

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

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

**3. DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP and the Proposal, and only as directed by the County. The Vendor shall render services to and for the County only when requested by the County on an "as-needed" basis.

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

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

**5. LICENSING.** If the Vendor or any of its subcontractors is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

If Vendor is a member of a profession which is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

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

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

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

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

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

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

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

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

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract, the RFP, and the Proposal. The RFP and the Proposal are incorporated herein by reference. Should there occur a conflict between this Contract, and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail.

**THIS CONTRACT is dated this 5th day of November, 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; and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**PENNONI ASSOCIATES INC.,  
CONSULTING ENGINEERS**

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

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

\_\_\_\_\_  
(Please Print Title)

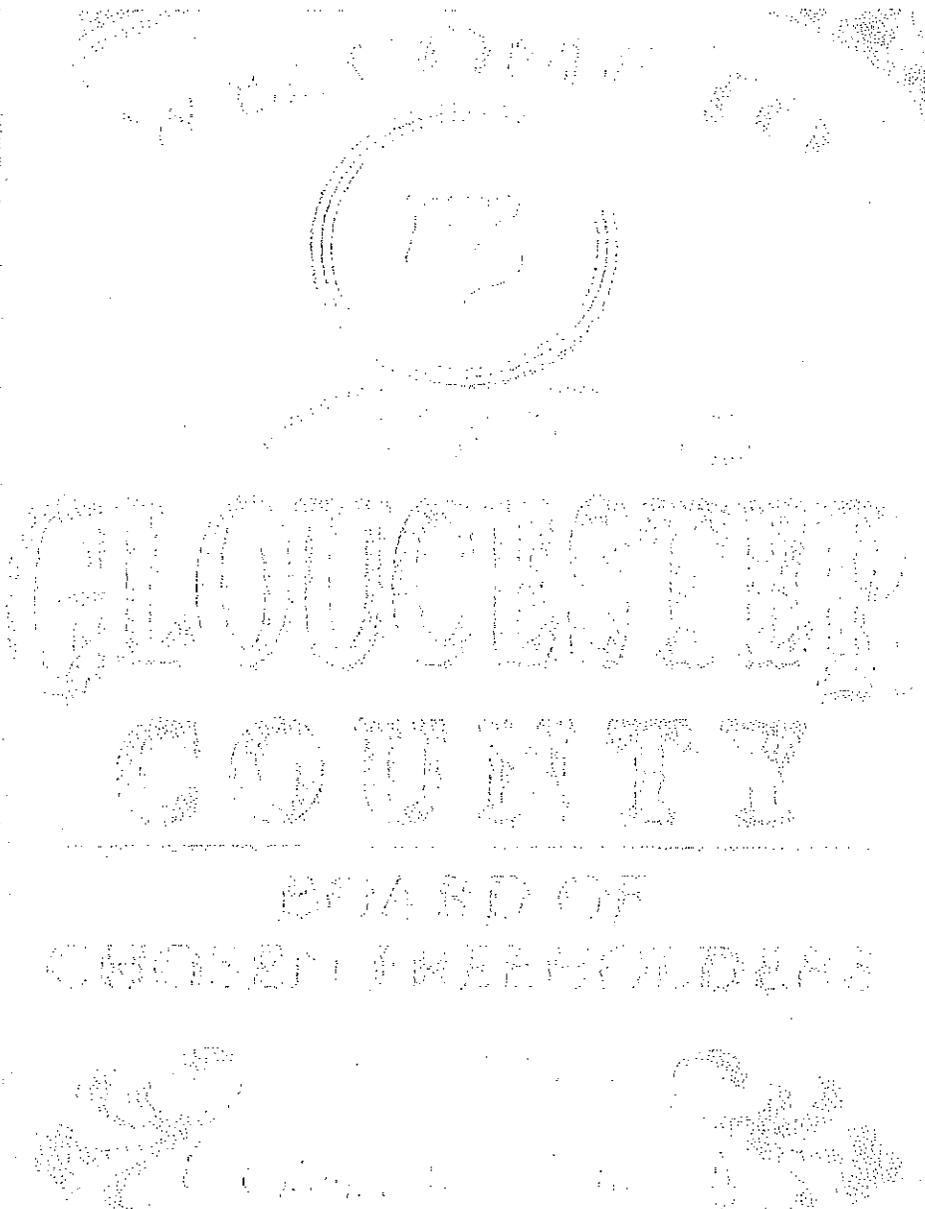
**PROPOSAL**

PREPARED FOR:  
Mr. Pete Mercanti, Director  
Purchasing Department  
County of Gloucester  
Two S. Broad Street  
Woodbury, NJ 08096

October 1, 2014

PRO #14-04076

**ENGINEERING,  
CONSTRUCTION INSPECTION  
& ENVIRONMENTAL SERVICES  
AND/OR OTHER UNSPECIFIED  
PROJECTS  
COUNTY OF GLOUCESTER  
RFP #14-039**



**Pennoni**

PENNONI ASSOCIATES INC.  
CONSULTING ENGINEERS

Providing  
Engineering  
Services  
Since 1966

[www.pennoni.com](http://www.pennoni.com)

# SECTION 5

## Cost Proposal

- Hourly Rate Schedule



**PENNONI ASSOCIATES INC.  
NEW JERSEY OFFICES  
2014 SCHEDULE OF FEES**

Pennoni Associates Inc. ("Pennoni") provides engineering, construction management/inspection, and environmental consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

<b>HOURLY FEES FOR PROFESSIONAL AND TECHNICAL PERSONNEL</b>	
<b>LABOR CATEGORY:</b>	<b>CONSTRUCTION MANAGEMENT /INSPECTION SERVICES RATES: \$/HOUR</b>

<u>Class Code</u>	<u>Classification</u>	
P-VI	Principal.....	\$180
P-V	Senior Construction Manager/ Project Manager /Senior Engineer .....	\$145
P-IV	Project Engineer/ Resident Engineer / NICET IV Inspector .....	\$110
P-III	Staff Engineer/ Resident Inspector / NICET III Inspector .....	\$100
P-II	Associate Engineer/ Resident Inspector / NICET II Inspector .....	\$ 90
P-I	Graduate Engineer/ Inspector .....	\$ 85
ET-V	Senior Designer / Senior Inspector .....	\$100
ET-IV	Project Designer / Inspector.....	\$90
ET -III	Senior Survey Technician.....	\$ 90
ET-II	Engineering Technician II.....	\$ 80
ET-I	Survey Technician.....	\$ 70
Clerical	.....	\$ 55

- Technical Support/Expert Testimony Fee provided upon request.

<b>HOURLY FEES FOR PROFESSIONAL AND TECHNICAL PERSONNEL</b>	
<b>LABOR CATEGORY</b>	<b>RATES: \$/HOUR</b>

Principal.....	\$185
Senior Engineer/Planner/Landscape Architect/ Certified Industrial Hygienist .....	\$155
Senior Geologist/Environmental Scientist/Surveyor (PLS).....	\$145
Project Engineer/Planner/Landscape Architect.....	\$135
Project Geologist/Environmental Scientist/Industrial Hygienist (IH)/Surveyor (PLS).....	\$125
Staff Engineer/Planner/Landscape Architect/Geologist/Environmental Scientist/IH .....	\$115
Associate Engineer/Planner/Landscape Architect/Geologist/Environmental Scientist/IH/Surveyor...	\$105
Graduate Engineer/Planner/Landscape Architect/Geologist/Environmental Scientist/IH.....	\$ 95
Senior Project Designer .....	\$120
Project Designer.....	\$105
Senior Engineering/Survey/CADD Technician .....	\$100
Engineering/IH/Survey/CADD Technician.....	\$ 85
Survey Crew (2 person or 1 person with robotic) .....	\$185
Senior Field Inspector .....	\$ 90
Field Inspector.....	\$ 80
Clerical .....	\$ 55

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request



**EXPENSES:**

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 20%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: \$.55 per mile
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage, and telephone/fax/modem.

C-9

**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

**RFP-14-039 Countywide Engineering – Pennoni Associates**

<p style="text-align: center;"><b>EVALUATION FACTORS</b></p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;"><b>SCORE</b></p>
<p><b>A. <u>Technical Proposal contains all required information</u></b> All required documentation submitted. <u>5</u> points</p>	<p style="text-align: center;"><b>5</b></p>
<p><b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> The personnel assigned have good experience Ed Guetens , Thomas Leisse, PE &amp; Chad Gaulrapp good past experience on County projects understand County Procedures. <u>25</u> points.</p>	<p style="text-align: center;"><b>24</b></p>
<p><b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> Pennoni provided a good list of various types of projects performed. They have performed very well for the County on this type of project in the past. Providing services upon request and working in a expedited and timely manner. <u>25</u> points.</p>	<p style="text-align: center;"><b>24</b></p>
<p><b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> Pennoni provided a very good detailed plan for providing services listing types of services they have provided and how these could be administered. They gave detailed description on project management / bid and plan preparation, environmental services and how these services could be provided. <u>25</u> points.</p>	<p style="text-align: center;"><b>23</b></p>
<p><b>E. <u>Reasonableness of Cost Proposal</u></b> <u>20</u> points. Pennoni provided reasonable hourly rates for the services to be provided. Project Engineer / Resident Engineer \$110 /Hr</p>	<p style="text-align: center;"><b>19</b></p>
<p><b>TOTALS</b></p>	<p style="text-align: center;"><b>95</b></p>

E-1

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS  
NECESSARY TO APPLY FOR THE COUNTY ENVIRONMENTAL HEALTH ACT  
GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL  
PROTECTION, FROM JULY 1, 2014 TO JUNE 30, 2015 IN THE AMOUNT OF  
\$158,000.00**

**WHEREAS**, the County, on behalf of the County Department of Health, Senior and Disability Services, desires to apply to the New Jersey Department of Environmental Protection (DEP) for the County Environmental Health Act (CEHA) grant for the 12 month funding cycle from July 1, 2014 to June 30, 2015, in the amount of \$158,000.00; and

**WHEREAS**, the grant funding supports various services including the Solid Waste program, air pollution prevention and use of DEP's database; and

**WHEREAS**, the County's Department of Health, Senior and Disability Services reviews all data supplied or to be supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the County's Department of Health, Senior, and Disability Services has submitted the grant application to the County's Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application renewal will be subject to the grant conditions and other policies, regulations and rules issued for the administration of grant projects.

**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 hereby authorized to attest to, any documents necessary to apply to the New Jersey Department of Environmental Protection for the County Environmental Health Act Grant for the period July 1, 2014 to June 30, 2015, in the amount of \$158,000.00; and

**BE IT FUTHER RESOLVED** that the Gloucester County Department of Health, Senior and Disability Services will be responsible for grant implementation.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

## 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: 10/09/2014

1. TYPE OF GRANT  
       NEW GRANT  
  X   RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321
  
2. GRANT TITLE:       C.E.H.A.
  
3. GRANT TERM: FROM:   07/01/14   TO:   06/30/15
  
4. COUNTY DEPARTMENT:   Health and Senior Services
  
5. DEPT. CONTACT PERSON & PHONE NUMBER:   Karen Christina 218-4134
  
6. NAME OF FUNDING AGENCY:       NJ DEP
  
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):   Supports services provided on behalf of DEP, including Solidwaste program, air pollution prevention and use of DEPs database.
  
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " \* "):  

NAME	AMOUNT	NAME	AMOUNT
<u>  Wendy Carey  </u>	<u>  \$88,100.00  </u>	<u>  Gia Baylor  </u>	<u>      26,550      </u>
<u>  Patty Downey  </u>	<u>  \$43,350.00  </u>		
  
9. TOTAL SALARY CHARGED TO GRANT: \$   158,000.
  
10. INDIRECT COST (IC) RATE:   N/A   %
  
11. IC CHARGED TO GRANT \$   -0-
  
12. FRINGE BENEFIT RATE CHARGED TO GRANT:   N/A   %
  
13. DATE APPLICATION DUE TO GRANTOR   November 15, 2014



## 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: 10/09/14

1. GRANT TITLE: C.E.H.A.
2. DEPARTMENT: Health, Senior and Disability Services
3. GRANT ID NUMBER: STATE: \_\_\_\_\_  
FEDERAL: \_\_\_\_\_
4. FUNDING AGENCY CONTACT PERSON: Walter Beland
5. FUNDING AGENCY PHONE NUMBER: 609/292-1305
6. GRANT AMOUNT: \$158,000
7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \_\_\_\_\_
- C. MODIFICATION AMOUNT \_\_\_\_\_
- D. NEW TOTAL: 158,000
8. CONTRACT PERIOD: FROM: 07/01/14 TO: 06/30/15
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_  
REIMBURSEMENT: MONTHLY: \_\_\_\_\_  
QUARTERLY: X \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
OTHER (EXPLAIN) \_\_\_\_\_
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES \_\_\_\_\_ NO \_\_\_\_\_  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY X END OF CONTRACT \_\_\_\_\_  
LIST DATES REPORTS ARE DUE: \_\_\_\_\_  
\_\_\_\_\_

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO \_\_\_\_\_  
EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DISCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: \_\_\_\_\_ County Environmental health Act Grant(CEHA) supports services provided on behalf of DEP, including Solidwaste program, air pollution prevention and use of DEP's database.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES \_\_\_\_\_ NO X

DEPARTMENT HEAD: *[Signature]*  
Signature

DATE: 10/10/2014

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature

Revised: 9/12/01

In Kind Match

Holtaway 72,000

Schneider 20,780

92,780

Budget

101 Salaries 158,000

**Gloucester County: 2015FY CEHA Contract Worksheet**

**Budget Categories**

Salaries	150,000.00
NJEMS Support	8,000.00

**Total CEHA Grant:           \$158,000.00**

E-2

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE NATIONAL ASSOCIATION OF COUNTY & CITY HEALTH OFFICIALS FOR A CAPACITY BUILDING AWARD "MINI GRANT" FROM OCTOBER 1, 2014 TO SEPTEMBER 30, 2015 IN THE AMOUNT OF \$3,500.00**

**WHEREAS**, the County, through its Department of Health Senior and Disability Services ("GCDHSS"), wishes to apply for funding a Capacity Building Award "mini grant," in the amount of \$3,500.00, from the National Association of County & City Health Officials (NACCHO); and

**WHEREAS**, for the purpose of the "mini grant" is to increase the GCDHSS's organizational capacity in administering the Gloucester County Medical Reserve Corps, which is a volunteer organization that is utilized in response to community emergencies; and

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

**WHEREAS**, the "mini grant will be from October 1, 2014 to September 30, 2015, in the amount of \$3,500.00; and

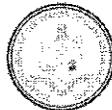
**WHEREAS**, the GCDHSS has reviewed all data supplied, or to be supplied in the application, and in its attachments; and certifies to the Board of Chosen Freeholders of the County that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the GCDHSS has submitted the "mini grant" application to the NACCHO for review, and said agency has approved the form of the application, and the Board of Chosen Freeholders 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 NACCHO for the administration of such grant projects.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to sign, and the Clerk of the Board is hereby authorized to attest to any documents required to apply to National Association of County & City Health Officials for a Capacity Building Award "mini grant" in the amount of \$3,500.00 from October 1, 2014 to September 30, 2015; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required for or by the grant.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

52

**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: 10/15/2014

1. TYPE OF GRANT

X NEW GRANT

RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: Capacity Building Award (CBA)

3. GRANT TERM: FROM: 10/01/2014 TO: 09/30/2014

4. COUNTY DEPARTMENT: HEALTH, SENIOR & DISABILITY SERVICES

5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134

6. NAME OF FUNDING AGENCY: National Assoc of County & City Health Officers

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Resolution authorizing the Freeholder Director to execute any and all documents related to the application of the Capacity Building Award(CBA)/Grant in the amount of \$3,500.

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

Carla Kephart 2,132.00

9. TOTAL SALARY CHARGED TO GRANT: \$ 2,132.00

10. INDIRECT COST (IC) RATE: 0.00 %

11. IC CHARGED TO GRANT \$ 0.00

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR N/A

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	____3,500.00____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$ <u>3,500.00</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. Yes X No \_\_\_\_\_

DEPARTMENT HEAD: *Chamunda K. F.*  
 Signature

DATE: 10/16/14

.....  
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
 Signature

2. \_\_\_\_\_  
 Signature

Revised: 9/22/03

Salaries	101	2,132
Wireless Card	750	1,368
Total		3,500

## 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: 10/15/14

1. GRANT TITLE: CAPACITY BUILDING AWARD (CBA)
2. DEPARTMENT: Health, Senior & Disability Services
3. GRANT ID NUMBER: STATE: \_\_\_\_\_  
FEDERAL: \_\_\_\_\_
4. FUNDING AGENCY CONTACT PERSON: Dawn Richardson, JD, MA
5. FUNDING AGENCY PHONE NUMBER: 202/507-4264
6. GRANT AMOUNT: \$3,500.00
7. A. CASH MATCH AMOUNT: \_\_\_\_\_  
(Attach mandated documentation)
- B. IN-KIND MATCH: \_\_\_\_\_
- C. MODIFICATION AMOUNT: \_\_\_\_\_
- D. NEW TOTAL: \$3,500
8. CONTRACT PERIOD: FROM: 10/01/14 TO: 09/30/15
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: \_\_\_\_\_  
REIMBURSEMENT: MONTHLY: \_\_\_\_\_  
QUARTERLY \_\_\_\_\_  
END OF CONTRACT: \_\_\_\_\_  
OTHER (EXPLAIN) \_\_\_\_\_
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES \_\_\_\_\_ NO X  
ARE THEY MONTHLY \_\_\_\_\_ QUARTERLY \_\_\_\_\_ END OF CONTRACT \_\_\_\_\_  
LIST DATES REPORTS ARE DUE: \_\_\_\_\_  
\_\_\_\_\_

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES \_\_\_\_\_ NO X  
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO \_\_\_\_\_  
EXPLAIN: \_\_\_\_\_

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION:    To provide support to MRC unit and to encourage these units to provide information to the Office of Surgeon General's Division of the Civilian Volunteer Medical Reserve Corps. This grant is in the amount of \$3,500 for the period October 1, 2014 to September 30, 2014. \_\_\_\_\_

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES \_\_\_\_\_ NO X

DEPARTMENT HEAD: \_\_\_\_\_

Signature

DATE: \_\_\_\_\_

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature

Revised: 9/22/03

Budget 101 Salaries and Wages	\$ 2,132
750 Wireless Card	1,368
Total	\$ 3,500

2014 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

750 **Wireless** WiFi

The cost of monthly WiFi connection in order to process application remotely  
when attending county activities and other functions  
3 cards x \$38 per months x 12 months

1,368

101 **Salaries**

2,132

Total

\$ 3,500

Form C-2

Department Code\_\_ 330

Submission Date\_\_ 10/15/2014

Department: Health & Senior Services Revision Date\_\_\_\_\_

E-3

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS  
NECESSARY TO APPLY FOR THE CALENDAR YEAR 2015 PORTION OF THE 2013-  
2015 AREA PLAN CONTRACT WITH THE STATE DEPARTMENT OF HUMAN  
SERVICES**

**WHEREAS**, the County, through its Department of Health, Senior Services, and Disability Services, Division of Senior Services, has previously entered into a contract with the State of New Jersey Department of Human Services, Division of Aging Services (State Department) to receive grant funding for its Area Plan Contract for the period January 1, 2013 through December 31, 2015; and

**WHEREAS**, because the grant funding agreement is updated on a yearly basis, it is necessary for the County to apply for the funding and enter into a contract with the State Department to receive the calendar year 2015 portion of the grant funding; and

**WHEREAS**, the Area Plan Contract funding will enable the County to provide a broad range of programs and services for the elderly population in Gloucester County; and

**WHEREAS**, the County's Department of Human Services has certified that the grant to be submitted by the Department of Health, Senior Services, and Disability Services, Division of Senior Services has been reviewed, and meets the standard requirements for such grants.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, any documents necessary to apply for and receive the calendar year 2015 portion of the 2013-2015 Area Plan Contract with the State Department of Human Services; and

**BE IT FURTHER RESOLVED** that the County Department of Health, Senior Services, and Disability Services, Division of Senior Services will be responsible for grant implementation.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

83

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: 10-15-2014

- 1. TYPE OF GRANT  
 NEW GRANT  
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER \_\_\_\_\_
- 2. GRANT TITLE: 2013-2015 Area Plan Contract
- 3. GRANT TERM: FROM: 1-1-2015 TO: 12-31-2015, 2015 Contract Year
- 4. COUNTY DEPARTMENT:
- 5. DEPT. CONTACT PERSON & PHONE NUMBER: Dennis Diermar, 856-686-8342
- 6. NAME OF FUNDING AGENCY: State of New Jersey Department of Human Services Division of Aging Services
- 7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): State and Federal funding used to provide a broad range of programs and services for the elderly population residing in Gloucester County.
- 8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " \* "):  

NAME	AMOUNT	NAME	AMOUNT
<u>18 employees</u>			
<u>*</u>			
- 9. TOTAL SALARY CHARGED TO GRANT: \$ \_\_\_\_\_
- 10. INDIRECT COST (IC) RATE: \_\_\_\_\_%
- 11. IC CHARGED TO GRANT \$ \_\_\_\_\_
- 12. FRINGE BENEFIT RATE CHARGED TO GRANT: \_\_\_\_\_
- 13. DATE APPLICATION DUE TO GRANTOR 11-1-13

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____	
CASH MATCH	_____	_____
		(Attach Documentation)
IN-KIND MATCH	_____	
_____		
TOTAL PROGRAM BUDGET:	_____	

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD Yes

DEPARTMENT HEAD: \_\_\_\_\_  
 Signature

DATE: \_\_\_\_\_

\*\*\*\*\*  
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
 Signature

2. \_\_\_\_\_  
 Signature

State of New Jersey  
Department of Human Services

**SUBJECT:** Standardized Board Resolution Form

**EFFECTIVE:** This policy shall become effective August 1, 2009.

**PROMULGATED:** July 20, 2009

**SUPERCEDES:** Standardized Board Resolution Form, promulgated  
November 21, 2007

**PURPOSE:** The purpose of this policy circular is to standardize the content of the Provider Agency Board Resolutions across all Department of Human Services (DHS) Departmental Components to assure that all of the required obligations are identified and committed to by the Provider Agency Board.

I. SCOPE

This policy circular applies to all DHS Third Party incorporated contracted Provider Agencies, Universities/Colleges and for-profit organizations.

II. POLICY

Periodically Boards of Directors in conducting the business of their organizations attest to their actions or decisions by way of written resolutions. The DHS requires Contract Providers to complete and file the attached standard board resolution when executing a DHS Third Party Social Service Contract.

A. Requirements for completion, updating and submission

The Attachment I, Page 1 is to be completed by the Agency and the same for Attachment II.

When any changes occur which would affect the contents of the form, the Board is to convene and complete a new Board

Resolution and submit it to the Departmental Component within 10 business days of the change unless otherwise specified in the DHS policy.

The completed form is to be returned to the Departmental Component with all other required contract documents as part of the contract package. (See Policy Circular P1.01, Documents and Conditions Required for Processing, Executing and Documenting a DHS Third Party Contract.)

Issued by:



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Howard Mass, Director  
Office of Administration



---

Diane Zampa  
Chief of Staff  
Department of Human Services

STANDARDIZED BOARD RESOLUTION

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)\*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check A or B):

- A) a covered entity (as defined in 45 CFR 160.103)
- B) a non-covered entity and has executed a DHS Business Associate Agreement (BAA) last dated \_\_\_\_\_.
- C) a non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Departmental Component's official contract file. The BAA will be considered applicable indefinitely unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees that if there is any change in their BAA Status the Departmental Component will be immediately notified and the appropriate information provided within 10 business days.

**\* This section is not applicable for DCF Office of Education Contracts.**

2. Legal Advice

The Board acknowledges that the Department of Human Services does not and will not provide legal advice regarding the contract or about any facet of the relationship between the Department of Human Services and the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Department of Human Services.

DEPARTMENT OF HUMAN SERVICES (DHS)

Standardized Board Resolution Form

Supporting Information for Contract # DOAS15AAA009 for Contract

Period January 1, 2015 to December 31, 2015

Agency: Gloucester County Department of Health, Senior and Disability Services

Certification:

We certify that the information contained in, or included with, this contract document is accurate and complete.

\_\_\_\_\_  
Chairperson, Board of Directors  
Robert M. Damminger, Freeholder Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director  
Anna Docimo, Executive Director

\_\_\_\_\_  
Date

Authorized Signatories for Contract documents, checks and invoices are: (List full name and title) (add additional pages, if needed)

Gary Schwarz  
Name

Treasurer  
Title

Peter Mercanti  
Name

Director of Purchasing  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

8-4

**RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION WITH FREE FOR ALL, INC., TO OFFER A DISCOUNT PRESCRIPTION DRUG PROGRAM FOR GLOUCESTER COUNTY RESIDENTS FROM NOVEMBER 15, 2014 TO NOVEMBER 14, 2016 WITH NO COST TO THE COUNTY**

**WHEREAS**, by Resolution of November 7, 2012, a Contract was awarded to Free For All, Inc., 921 Pleasant Valley Avenue, Suite 100, Mt. Laurel, NJ 08054 on November 7, 2012, for the supply of free prescription drug discount cards, for a term of two years with an option to extend for one (1) two-year period or two (2) one-year periods; and

**WHEREAS**, the Purchasing Director has recommended that the County exercise its option to extend the term of the Contract for one (1) two year term through November 14, 2016; and

**WHEREAS**, although the Contract provides for pharmaceutical discounts, Free For All, Inc., will offer additional discounted medical services to Gloucester County residents including: discounted laboratory services, discounted imaging services and discounted pet medications; and

**WHEREAS**, in return for allowing use of its name and brand to market the program the County of Gloucester will receive \$1.25 per collected transaction for prescription drug program use.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the option to extend the Contract with to Free For All, Inc., for the supply of free prescription drug discount cards for an additional two- year period, from November 15, 2014 to November 14, 2016.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

E.S

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS  
NECESSARY TO APPLY TO THE NEW JERSEY DIVISION OF MENTAL HEALTH  
AND ADDICTION SERVICES FOR RENEWAL OF THE COMPREHENSIVE  
ALCOHOL AND DRUG ABUSE SERVICES GRANT FOR THE CALENDAR YEAR  
2015 IN THE TOTAL AMOUNT OF \$647,449.00**

**WHEREAS**, the County of Gloucester desires to submit an application for the Gloucester County Comprehensive Alcoholism Drug and Drug Abuse Services Grant No. 15-530-ADA-O to the New Jersey Department of Human Services, Division of Mental Health and Addiction Services; and

**WHEREAS**, this funding provides comprehensive addiction services, through subcontracts with provider agencies, to Gloucester County residents, such services including prevention and education, intervention, residential detoxification and treatment, out-patient treatment, halfway house continuing care, and recovery support services including Oxford House and sober living assistance for Gloucester County residents in need of said services; and

**WHEREAS**, the funds also provide for the County's administrative costs; and

**WHEREAS**, the total amount of the grant funds to be requested is \$647,449.00 with this total representing \$565,419.00 from the State of New Jersey, and County matching funds of \$82,030.00; and

**WHEREAS**, the grant will be effective for the period of January 1, 2015 through December 31, 2015; and

**WHEREAS**, the County Department of Health, Senior and Disability Services, Division of Disability Services has reviewed all data supplied in the application renewal and in its attachments, and certifies to the Board of Chosen Freeholders that all data contained in the application and in its attachments are true and correct, including, but not limited to, an annualized action plan and spending plan; and

**WHEREAS**, the Board of Chosen Freeholders hereby confirms that it will comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

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

1. The Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, any documents necessary to apply to the New Jersey Department of Human Services, Division of Mental Health and Addiction Services, for renewal of the Comprehensive Alcohol and Drug Abuse Services Grant for the period January 1, 2015, to December 31, 2015, in the total amount of \$647,449.00, with this total representing \$565,419.00 from the State of New Jersey and County matching funds of \$82,030.00; and
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required; and
3. The funding by the County of Gloucester is subject to the approval of the 2015 Gloucester County Budget; and
4. In the event additional funding is awarded as a result of the failure of other eligible counties to apply or NJ DAS allocating additional supplemental funds, all such additional funding will be utilized on the programs for alcoholism and drug abuse services for fiscal year 2015 in accordance with grant requirements and all other conditions of this application; and
5. The County of Gloucester will submit an application to the New Jersey Department of Human Services/Division of Mental Health and Addiction Services, which application shall include an action plan and spending plan, and that the county model program with all its requirements is hereby approved and shall be adopted and implemented by the Gloucester County Department of Health, Senior and Disability Services, Division of Disability Services and said Department shall be responsible for grant implementation.

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



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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**ROBERT N. DILELLA, CLERK**

3-5

# 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: 10/17/14

- 1. TYPE OF GRANT  
 NEW GRANT  
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER \_\_\_\_\_

2. GRANT TITLE: Gloucester County Comprehensive Alcoholism & Drug Abuse Services

3. GRANT TERM: FROM: 1/1/15 TO: 12/31/15

4. COUNTY DEPARTMENT: Gloucester Co. Dept. of Health/Div. of Disability Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Judy M. Tobia-Johnson 384-6886

6. NAME OF FUNDING AGENCY: NJDHS/Div. of Mental Health & Addiction Services

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD)

RESOLUTION AUTHORIZING APPLICATION FOR THE COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES, FOR AN AMOUNT NOT TO EXCEED \$647,449 FROM JANUARY 1, 2015 TO DECEMBER 31, 2015.

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

NAME	AMOUNT
<u>Judith M. Tobia-Johnson</u>	<u>\$94,238</u>
<u>Rudolph Aikens</u>	<u>\$35,264</u>
<u>Sherry Gilkin</u>	<u>\$ 600</u>

9. TOTAL SALARY CHARGED TO GRANT: \$ 130,102

10. INDIRECT COST (IC) RATE: 17.67 %

11. IC CHARGED TO GRANT \$ 15,500

12. FRINGE BENEFIT RATE CHARGED TO GRANT: \$50,000.

13. DATE APPLICATION DUE TO GRANTOR 12/1/14



**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: 10/17/14

- 1. GRANT TITLE: Gloucester County Comprehensive Additions Services
- 2. DEPARTMENT: Health, Senior and Disability Services/Division of Disability Services
- 3. GRANT ID NUMBER: STATE: 15-530-ADA-0

FEDERAL: \_\_\_\_\_

- 4. FUNDING AGENCY CONTACT PERSON: Dr. Robert Culleton
- 5. FUNDING AGENCY PHONE NUMBER: (609) 633-9798
- 6. GRANT AMOUNT: \$565,419
- 7. A. CASH MATCH AMOUNT: \$82,030  
(Attach mandated documentation)
- B. IN-KIND MATCH: N/A
- C. MODIFICATION AMOUNT: \_\_\_\_\_
- D. NEW TOTAL: \_\_\_\_\_

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

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: NO

REIMBURSEMENT: MONTHLY: \_\_\_\_\_  
QUARTERLY: YES  
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: On the 15<sup>th</sup> of month following the quarter of the calendar year: April 15, July 15, October 15, January 15 of following year

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)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO \_\_\_\_\_  
EXPLAIN: Majority of these grant dollars are legally mandated by NJPL 1989 Chapter 51 1989.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION ----  
RESOLUTION AUTHORIZING APPLICATION FOR THE GLOUCESTER COUNTY COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES, FOR AN AMOUNT NOT TO EXCEED \$647,449 FROM JANUARY 1, 2015 TO DECEMBER 31, 2015

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?  
YES X - within certain parameters \_\_\_\_\_  
NO \_\_\_\_\_

DEPARTMENT HEAD: *[Signature]*  
Signature

DATE: Oct 20, 2017

.....  
**Departmental Use Only**

DATE RECEIVED BY GRANTS DIVISION: \_\_\_\_\_

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. \_\_\_\_\_  
Signature

2. \_\_\_\_\_  
Signature



## State of New Jersey

DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES  
222 SOUTH WARREN STREET  
PO Box 700  
TRENTON, NJ 08625-0700

CHRIS CHRISTIE  
*Governor*

JENNIFER VELEZ  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

LYNN A. KOVICH  
*Assistant Commissioner*

July 11, 2014

Judith Tobia Johnson Hadnett, Director  
County Addiction Services  
Gloucester County Health/Senior Services  
PO Box 337  
Woodbury, NJ 08096

RE: Proposed Renewal Contract # 15-530-ADA-0      Amount: \$565,419

Dear Ms. Hadnett:

As previously announced, the New Jersey Division of Mental Health and Addiction Services (DMHAS) has extended the planning period of the 2010-2014 County Comprehensive Plans (CCP) through the end of calendar year 2015. Accordingly, DMHAS is accepting applications for the County Comprehensive Alcoholism and Drug Abuse Services Contract for calendar year (CY) 2015 beginning January 1, 2015 and ending December 31, 2015.

Please submit your county application using the division's Contract Information Management System (CIMS) by September 30, 2014. The application must propose activities that are consistent with the goals, objectives and implementation strategies presented in the Logic Model of the 2010-2014 CCP. No applications will be accepted until the Office of Research, Planning, Evaluation, Information Systems and Technology (OPREIST) has reviewed your draft 1) 2014 County Plan Update Progress Report (UPR), 2) 2015 Planned Resource Allocation Grid (PRAG), and, for counties seeking new or additional services for 2015, 3) a corresponding draft 2015 county RFP. Electronic copies of these documents are due by August 31, 2014 or earlier if necessary to provide the division with a minimum of two weeks review time prior to publication of the RFP. The division will certify consistency of the PRAG15\_d and the proposed RFP with the 2010-2015 CCP. You will be notified in September of the results of our review.

The Plan Update Progress Report for 2014 will replace the contract narrative for your 2015 contracts. If you are unable to meet this deadline, please contact Dr. Robert P. Culleton, Program Manager, at [robert.culleton@dhs.state.nj.us](mailto:robert.culleton@dhs.state.nj.us) to request an extension.

As you are aware from last year, you can only submit portions of your application electronically through CIMS. All Contract Application Steps on CIMS are active for your renewal application with the exception of Step #4 ("Additional required contract documents") and Step #5 ("Approve Standard Language Document"). Documents for Step #4 and Step #5 will still be required to be submitted in hard copy format. While Step #4 is not active at this time, please click on Step #4 in the CIMS Contract Application Steps screen to view the list of required contract documents that must be submitted.

*New Jersey Is An Equal Opportunity Employer*

Please follow the submission instructions below to ensure prompt review of your contract renewal package:

**I. The following documents must be completed and submitted with your renewal contract application package:**

**A. Items that must be submitted/approved electronically through CIMS:**

1. Annex A – Please be advised the Annex A currently in CIMS may be revised prior to the approval of your contract. Dr. Robert Culleton, Ph.D., County AEREF Comprehensive Planning Program Manager will advise.
2. Contract renewal budget (Annex B)

**B. Items that must be submitted to DMHAS in hard copy through USPS mail or courier service:**

1. Standard Language Document for Social Service and Training Contracts  
Please note that two (2) Standard Language Documents (SLDs) must be signed and returned. DMHAS will return one (1) copy to you, the contractee, with required Departmental signatures, to retain for your records.
2. Executive Order 129  
To complete this form, fill in your agency name as “Bidder” and your contract number as “Solicitation Number.” The modalities for which you provide Substance Abuse Treatment will be your “Description of Services” and the location where these will be performed should also be identified. Sign next to the “By” line. Return form with your application and retain a copy of the Memorandum for your records.
3. Business Associate Agreement  
Please be advised that on the Board Resolution under the Health Insurance Portability and Accountability Act (HIPPA) if your agency is a non-covered entity under HIPPA you must complete the Business Associate Agreement.
4. Board Resolution  
Please have a Board Authorized signatory sign and date the first page. Please fill out the second page and return both pages with your application.
5. Cost Allocation Plan  
Agencies are required to submit Cost Allocation Plans for their entire organization, which shows how individual salaries and other costs categories are attributed to DMHAS and all other payers.

*You may obtain all of these required forms at the following website:*

<http://www.state.nj.us/humanservices/das/information/contracts/>

**FUNDING LEVEL:**

Please refer to the Contract Information page on CIMS which identifies the funding available to your county for the CY 2015 contract period, your required county match, and the amount of your AEREF award that you must devote to prevention education programming.

**If you intend to allocate any of these contract dollars to support your county’s direct provision of treatment and prevention/education services, you must provide:**

1. a separate breakout of budget pages for these services;

2. a narrative that describes the types of evidence-based service(s) and number of people to be served; and
3. an outline of the basis for monitoring (who will be assigned to monitor and what mechanism will be employed).

As explained in the CY2014 award notification letters, the total State Discretionary Fund #2 (SDF#2) will be returning to the calendar year 2013 total and shared among all counties. As such, each of the previously funded 18 counties will see a one-time, permanent reduction of approximately 10.9% of its original SDF#2 funds in 2015 and each year thereafter.

**CONTRACT STIPULATIONS:**

The Annex A located in CIMS, Step 1, outlines General Contract Requirements (Section I), County Authorities that Provide Direct Services (Section II), County Authorities that Provide Direct Services (County Sub-contractee) and through Sub-contractees (Section III), South Jersey Initiative (Section IV) and Detoxification (Section V). Annex A requirements serve as the basis for DMHAS' monitoring activities and will be updated and revised by September 1, 2014. Be advised, timely processing of your contract is dependent upon our receipt of an application that conforms to programmatic and fiscal requirements, and conforms to the goals, objectives and strategies stated in the extended CY2010-2015 CCP.

Please note that dollars which support the county contract renewal are offered based upon the availability of funds.

Please submit your contract application to Claudia Powell at (choose according to delivery method):

**US MAIL:**

NJ Department of Human Services  
Division of Mental Health and  
Addiction Services  
P. O. Box 700  
Trenton, NJ 08625-0700

**EXPRESS DELIVERY:**

NJ Department of Human Services  
Division of Mental Health and  
Addiction Services  
222 South Warren Street, 3<sup>rd</sup> Floor  
Trenton, NJ 08625

Should you have any immediate questions regarding the application process, please contact Dr. Robert Culleton, Ph.D., County AEREF Comprehensive Planning Program Manager, at [robert.culleton@dhs.state.nj.us](mailto:robert.culleton@dhs.state.nj.us).

Sincerely,



Matthew Shaw  
Chief Financial Officer

c: Contract Manager  
Program Manager

2015 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS

Addiction Services- Pg 1 of 3

10101 Salaries and Wages

1) Judith M. Tobia Johnson	\$94,238
2) Rudolph Aikens (at 60% of salary)	\$35,264
3) Sherry Gilkin(part-time as LACADA Secretary)	\$ 600
<u>Total</u>	<u>\$ 130,102</u>

20205 Advertising

2014 Advertising per Open Public Meetings Act for LACADA  
(Local Advisory Committee on Alcoholism and Drug Abuse)

TOTAL \$50

20275 Printing

Annual County Comprehensive Alcoholism and Drug  
Abuse Plan and County Municipal Alliance Plan. Approx. \$100

TOTAL \$100

20299- Other Outside Services

14 Subcontracts for Alcohol and Drug Abuse Prevention,  
Intervention, Treatment and Recovery Support Services

Total \$ 447,211

20405 - Computer Supplies

Annual needs to purchase disks, printer ribbons and other  
computer supplies for (3) employees in Div.of Addiction  
Services. Approx. \$600 cost of computer supplies.

TOTAL \$ 600

20410 - Office Supplies

To purchase copy paper, pens, staples, clips, scotch tape, Calculator, Paper, tape, etc. for three employees. Approx. \$150 each times 3 employees office supplies each year.

TOTAL \$450

20411 Reproduction Supplies

To Purchase 21 Cartons of copy paper at approximately \$31.00 each.

TOTAL \$620

20430 Food

1-Refreshments: \$326

A) LACADA Training Conferences  
& 6 Meetings (\$186);

B) PACADA Meetings(\$140)

2-Lunches for Judy at Out of County meetings \$140

as required by Grantor throughout the year.

(Approx. Lunches=8 X \$17.50)

TOTAL \$466

20625 Data Processing Equipment

Partial contribution of Lease for Copier within the Dev. Of Disability--Addiction Services unit (approx. 70%).

TOTAL \$1,250

20910 Books and Subscriptions

Purchase various books and subscriptions of Professional, technical relevance to the field of addiction.

TOTAL \$50

## 20911 Educational Materials

To purchase video's or books for use by various County entities and outside agencies for substance abuse prevention-intervention-education.

TOTAL \$50

## 20921 Meetings, Memberships, Dues

To cover the cost during the year for 3 employees, Professional memberships Association Dues, and required Meetings to maintain compliance with Grantor expectations.

1-Dues: NJ Assoc. Co. Alcoholism and Drug Abuse Directors	\$250
2-Dues: NJ Addiction Professionals	\$100
3- Dues: Nat'l Assoc. County Disability and Addiction Administrators	\$100
4-Other Meetings and/or Memberships, approximately	\$ 50

TOTAL \$500

## 20930 Education and Training

Provide continuing education and training to three employees to maintain work functions and certifications.

-Alcoholism and Drug Dependence Conferences and MH Dually Diagnosed Clients (2 employees @ approx.\$250 each = \$500)

TOTAL \$500

## 20993 Indirect Costs

As allowed by State Grantor.

TOTAL \$15,500

## 20994 Fringe Costs As allowed by State Grantor.

2015 Judy = \$36,385

2015 Rudy = \$13,615

TOTAL \$50,000

TOTAL 2014 GRANT DOLLARS = \$647,449

FORM C-2

SUBMISSION DATE:

DEPARTMENT:

REVISION DATE:

Div. of Disability Services/Addiction Services Grant

2015

Application Date: 10-1-14

GLOUCESTER COUNTY BREAKDOWN OF PERSONNEL COSTS

<u>PERSONNEL SALARY</u>	<u>51</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$ 94,238.	-	-	\$ 94,238.
Secretary	\$ 15,264.	-	\$ 20,000.	\$ 35,264.
*Board Secretary	\$ 600.	-	-	\$ 600.
	\$110,102.		\$ 20,000.	\$130,102.

-----  
COUNTY FRINGE is at 44.94% \*  
ONLY APPLY \$50,000 to Grant = 38.6 of FT Salaries

	<u>531</u>	<u>MATCH</u>	<u>LACADA ALLOT.</u>	<u>TOTAL</u>
A & DA Director	\$36,385.	-	-	\$ 36,385.
Secretary	\$13,615.	-	-	\$ 13,615.
	\$ 50,000.	\$ 0.	\$ 0.	\$ 50,000.

-----  
INDIRECT COST      \$ 0.      \$ 15,500.      \$ 0.      \$ 15,500.

IDC – Rate = 17.67%  
Of salary; only charge Grant \$15,500.

\*Fringe Breakdown – applies to all full time employees not Board Secretary “pt”

\*\* Re: Indirect Costs

In 2015- \$7,100 of the Indirect Cost charged to the grant is directly related to SJI (South Jersey Initiative) grant dollars for administrative support and if the Grant dollars for SJI Administration (\$10,000 for admin and transportation for clients) are lost and not provided by the State in 2016 then the County Indirect Costs chargeable to the grant will go down and will be less than \$15,500...This notation is here because it’s been discussed by the state since 2013 that the “SJI” dollars will no longer come to the counties once the dollars become transferred to the state budget to support NJ Healthcare Reform’s reimbursement for addiction services.

Blurb

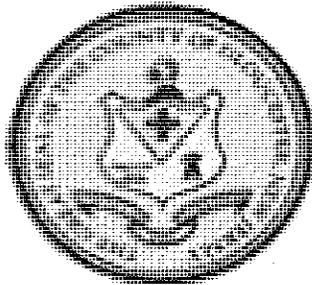
RESOLUTION WILL AUTHORIZE THE SUBMITTAL OF THE 2015 COMPREHENSIVE ALCOHOL AND DRUG ABUSE Services Grant Application to the New Jersey Dept. of Human Services Division of Mental Health and Addiction Services (DMHAS).

DMHAS has extended the 2010-2014 County Plan through the end of 2015 so this is a renewal application for grant funding in an amount not to exceed \$647,449 with this total representing \$565,419 from the State of NJ and County Matching funds in the amount of \$83,030.

Funding is provided for prevention and education, intervention, residential detoxification, residential treatment, outpatient treatment, halfway house continuing care, and recovery support services including Oxford House or sober living assistance for Gloucester County residents through subcontracts with provider agencies. These funds also provide for the County's administration of its provisions.



ALCOHOLISM AND DRUG ABUSE  
2015 SERVICES PLANNING  
(2014 - PLAN UPDATE)



Gloucester County Department of Health, Senior &  
Disability Service/ Division of Addiction Services  
Tamarisk L. Jones, Department Director  
Leona G. Mather, Director, Div. of Disability Services  
Judith M. Tobia-Johnson, Director, Addiction Services  
MaryBeth Monroe, Coordinator, Municipal Alliance

2014 Gloucester County Board of Chosen Freeholders  
Robert M. Damming, Freeholder Director  
Giuseppe (Joe) Chila, Freeholder Deputy Director  
Adam J. Taliaferro, Freeholder Liaison  
Lyman Barnes, Freeholder  
Frank DiMarco, Freeholder  
Daniel Christy, Freeholder  
Heather Simmons, Freeholder



For each objective in 2010-2015, describe...

Prevention	Obstacles Encountered	Corrective actions taken	Corrective actions still needed	Likelihood of achievement
<p><b>2010- 2015</b></p> <p>#1 To maintain countywide prevention and education efforts.</p> <p>#2 To maintain prevention and education efforts geared to each municipal community within established domains.</p> <p>#3 To maintain prevention and education efforts that target specific at-risk populations: under aged drinkers, bar tenders, senior citizens, women, pregnant women, women receiving prenatal services, youth within the juvenile detention center, and children of substance abusers.</p>	<p><b>2014</b></p> <p>#1. a) Still in process. Schools present one of the best opportunities to reach youth for prevention. Student Assistance Counselors provide in house prevention strategies. b) Strategy developed to gather information on programs within Community Organizations. A survey was competed and sent out via email to ATOD Providers, schools, and churches. There were approx. 35 responses and the data was organized but not conclusive except that more prevention efforts are needed and needing to be publicized/outreach.</p> <p>#2. No Obstacles</p> <p>#3. a)- SNJ Prenatal Coop.- no obstacles. b)- Bartender's Training Limited Availability. c) – Senior Citizens Clubs within the municipalities are</p>	<p><b>2014</b></p> <p>#1. a) New Liaison to LACADA for the schools is committed to prevention assessment, planning and programs. Liaison has assisted yet has also been out for extended periods. Will support The Student Assistance counselors within the schools. b) LACADA sub-committee to strategize community outreach to be formed at September LACADA meeting. Rather than survey we will rely on NJ Middle School Survey and reach out to churches. A couple of Churches have started programs – for addicted adults and we will reach out to them for family prevention/education continuum. 2) not needed</p> <p>#3 a)- none needed b)- International</p>	<p><b>2014</b></p> <p>#1. a)- LACADA liaison was out of work for extended period...for the school system to assist this outreach for a baseline of prevention efforts within Schools. Info. to be returned and to be organized on a grid, grid devel. in process- To put LACADA subcommittees on this over 2014</p>	<p><b>2014</b></p> <p>#1. a) 100%</p> <p>b) Good, maintaining effort</p> <p>#2 Completed- March and June, 2014 held MA volunteers training, plus 2 more scheduled in 2014.</p> <p>#3 a) Completed. SNJ Perinatal Coop. held 2 conferences so far in 2014 and rep. also attends PACADA &amp; informs of programs to benefit agencies' clients. b)- 90% c) 80% To contact agencies to assist with community prevention. d)- Good. Maintain funds for Teen Center/ sober support and learning fun. e)- Good, The So. West Council Regional Coalition has various Prev. progs. and monthly outreach meetings. Also, now embarking on regional wide</p>

receiving prevention information.	Bartender's School in Cherry Hill, NJ -offers TIPS (Techniques for Intervention by Professional Servers) training each month for a small cost.-it's voluntary	summer.	prevention efforts for the statewide prevention priorities of reducing under aged drinking; reducing use of opiates between the 18-24 year olds and reduce the misuse of prescription drugs across the life span.
d)- SODAT Teen Center is open for youth alternative activities and help with homework, self efficacy, and self worth strategies are in place.	c)- Anchor of Hope is no longer under contract. We will contact The Wounded Healer in Pitman which is close to Glassboro to include prevention for the community as well as other provider agencies. (No funding) d)- also , the Wounded Healer is providing Evaluations for the Glo. Co. youth incarcerated within the Camden County Jail.	2)- None	f) Many prevention strategies employed by the "Boys and Girls Clubs".
e)- So. West Council, Glo.Co. Regional Coalition- prev. resource center- no obstacles	d) SODAT corrected the building problems at the Teen Center and program is up and running again.	#3-a)- none	
f) Glo. Co. Boys and Girls Club, no obstacles	e)- no Obstacles	b)- Seek information from the TIPS Training Agency on how the program is being marketed and see if the PACADA can be of any help to them.	
		c)Survey the senior populations and see if more prevention information can be delivered.	
		d)none	
		e) none	
		f) none	

**Obstacles Encountered**

**Corrective actions taken**

**Corrective actions still needed**

**Likelihood of achievement**

**Early Intervention**

2014

1) To maintain intervention services targeting high risk populations: adult prisoners within the county jail or going before a judge, juveniles on probation and persons involved with mental health or family counselors.

2014

#1. a)- Adults County Jail Program, - inmates are in both Camden and Salem Co. These have their own social workers, however, SODAT's funded intervention program has been able to provide services for those within the Salem County Jail. Access to Camden Co Jail is hard and counselors do not want to go there.

b)- Assessment for incarcerated youth. -- It is difficult to get assessment/intervention counselor to Glo. Co. youth in the Camden Co. juvenile corrections facility Therefore, arrangements are being made for this service to be completed at the facility after youth are released.

c) Alc., Tobacco & Other Drug-ATOD,Family/ Youth Services as referred by MH and Family Support and Treatment Agencies- No obstacles.

2014

#1. a)- County Jail Program for females was partially remedied. Social Worker was re assigned to Salem Co. jail to assist with intervention for Glo. Co. female inmates. Our females in Camden Co jail are not receiving these same services due to lack of funds to send an intervention counselor to both facilities-

b)- No corrective action required -Assessment for youth are being accomplished at the agency. Arrangements are being made for this service to be completed at the facility after youth are released.

c) No corrective action required - ATOD Family and youth services as referred by MH and Family Support Agencies- No obstacles.

2014

#1. a)- To continue to seek access to our female inmates in the Camden Co. Jail and deliver services to them. Discuss option with LACADA for additional funds for the CC Jail in 2014

b)- None

c)- None

2014

A.. 100% for part of the population and not good for the incarcerated in Camden County jail. Difficult to access inmates and provide group activity in CC jail.

2. Good.

3. Good.

<b>TREATMENT</b>	<b>Obstacles Encountered</b>	<b>Corrective actions taken</b>	<b>Corrective actions still needed</b>	<b>Likelihood of achievement</b>
<p><b>2014</b></p> <p>#1. To fund and support residential and outpatient detoxification, treatment, and halfway house services for both adult and adolescent residents of Gloucester County.</p> <p>#2. To increase the proportion of all Gloucester County clients who go into treatment after they utilize County detox funding.</p> <p>#3. To maintain provisions for transportation with SJI funds and to work with the LACADA and PACADA to examine feasibility for additional transportation</p>	<p><b>2014</b></p> <p>#1-a) Jan., 2012 Kennedy Hosp. Closed detox. Hospitals do not provide detox citing reimbursement rates do not cover costs.</p> <p>b) Other services - For all treatment services needed demand exceeds avail. dollars.</p> <p>c)- 2011 CFS closed Glassboro office except for women's prog. Now more funds going to CFS' women treatment prog. and Recovery Support - Fam. Support Services- Outpt. Tx</p> <p>Note: Other agencies' programs exist in Glassboro to cover adult outpatient need.</p> <p>d)- Halfway House- need exceeds dollars</p> <p>#2. a)- No obstacles-- Contracting requires detox funded clients to be referred to tx.</p> <p>#3 Lack of funds to expand transportation options.</p>	<p><b>2014</b></p> <p>#1. a) Levels for Levell III. 7D detox services were maintained by allocating more \$\$ to other detox providers. No add'l corrective action avail. at this time.</p> <p>b) Maintaining efforts for the other treatment services across continuum.</p> <p>c) Funding Women's tx at CFS' Sanctuary</p> <p>d)- We increased funds for Sober Living at Oxford House (Recovery Support) in effort to bridge gap for halfway house needs.</p> <p>#2- No action required.</p> <p>#3. LACADA to seek collaboration with AA and NA for self-help transportation.</p>	<p><b>2014</b></p> <p>#1 None.</p> <p>a)- None</p> <p>b)- None</p> <p>c)- None</p> <p>#2 - None</p> <p>#3. Upon availability, need to add more funding for transportation. Also, continue to work with self help AA and NA and create a list of potential drivers for clients.</p>	<p><b>2014</b></p> <p>#1- Good</p> <p>a)- Good</p> <p>b)- Good</p> <p>c)- Good</p> <p>#2 Good</p> <p>#3) Poor, in light of avail. funding and treatment need there won't be additional transportation funds this year. Also, AA and NA said they do not have list of drivers anymore. Need LACADA subcommittee to work on this.</p>

**RECOVERY SUPPORT**

	<b>Obstacles Encountered</b>	<b>Corrective actions taken</b>	<b>Corrective actions still needed</b>	<b>Likelihood of achievement</b>
<b>Recovery Support</b>	<b>2014</b>	<b>2014</b>	<b>2014</b>	<b>2014</b>
1) To maintain sober living opportunities for residents in need at Oxford Houses and/or other sober living homes.	#1. Sober Living/Oxford House funding falls short of demand even after 2014 funds increased 10% over budgeted 2013	#1. In 2014 Increased funding to this service by 10% of 2013 budgeted.	#1. Will look to plan additional dollars for this Sober Living service in 2015.	#1) 2014- Good
2) To examine opportunities to utilize recovery mentors for clients who are discharged from treatment.	#2. Shortage of funds for County to fund recovery mentors, yet new regional Recovery Center assists clients. #3. PACADA pointed to resource directories via the NJ211 Hotline, County MH Directory and Contact Comm. Helpline as adequate resource sources for clients.	#2 -Discussion at LACADA and PACADA mtgs.- Funding for the service is not available and LACADA members felt that AA and NA sponsors helped with mentoring. #3) Combine other resource directories and /or have all available to clients.	#2. Collaborate with the Recovery Center to continue to recovery mentors. #3 To have a PACADA utilize the existing directories to help clients: NJ211 Hotline, County MH Directory and Contact Comm. Helpline	#2)- Average- To come up with suggestions to accomplish in another way. Maybe more case mngmt. / follow-up, or agencies to provide a staff point of contact for alumni client support.
3) To increase information available to substance abuse clients regarding, employment, education, skills, housing supports and social needs on their path to recovery.				#3) 100%- It was determined that United Way assisted Mental Health Directory, County Addiction Services Office and Contact Community
4) Transportation assistance needed.	4) Funding shortage for transportation.	4) Work with Self Help- AA and NA & create a list of driver.	4) With LACADA and PACADA and Self Help groups AA and NA. Create a list of potential drivers.	Helpline offers a directory of peripheral services that clients may need. 4) Good.

**F. Status of County System Level Change Implementation- 2014=**  
**For each Planned County System Level Change, describe...**

Obstacles Encountered	Corrective actions taken	Corrective actions still needed	Likelihood of achievement during this planning cycle
<p>1. To reallocate Chapter 51 funding and or other sources of funds to increase support for sober living by at least two clients in 2012.</p> <p>1. None- Already allocated and increased for 8 clients during years 2011, 2012 and 2013, 2014 will carry that forward into 2015.</p>			<p>1. Good- Completed</p>
<p>2. The County will lead an effort to develop a resource guide for recovery supports that can be utilized by treatments providers in their education efforts with clients making recovery support resource decisions.</p>	<p>2. Subcommittee of PACADA was to facilitate this but volunteers not come forth. NJ-DMH rep. said there was a resource list she would provide to me..to share with Providers' and clients. Not yet received. Also, Center For Family Services (CFS) offers the 211 Helpline and Contact Com Helplines, has great directories.</p>	<p>2. PACADA discussions resolved that there were already many good resource directories available to clients, such as Contact 24 hour hotline; Gloucester Co. HSAC directory; Glo. Co. Mental Health Directory .</p>	<p>#2 Good- will complete plan for this action by year's end.</p> <p>B. In 2012 The Gloucester Co. Prosecutors Office put forth a Resource Manual for Mental Health and Substance Abuse Clients involved with the Criminal Justice System which is being revised at this time in 2014. County AD Director had input into this process.</p>

3. The County will convene appropriate stakeholders in order to assess better utilization of Recovery Mentors and resources to support them.
3. The PACADA was surveyed by showing of hands of which agencies had Recovery Mentors available and of our members present there were non to offer Recovery Mentor Services.
3. The County will convene appropriate stakeholders in order to assess better utilization of Recovery Mentors and resources to support them.
3. The PACADA was surveyed by showing of hands of which agencies had Recovery Mentors available and of our members present there were non to offer Recovery Mentor Services.
3. To expand availability of transportation-to-treatment by means of fundraising.
3. To link discharge from detoxification to admission to rehabilitation by making county reimbursement for these services contingent on performance targets (percentages) to be inserted in the "Attachment A, Program Specifications" of all county detoxification service contracts beginning 2011, through present.
3. Agency to provide input on continuing support for clients outside of treatment, case management to include some of this support. NJDMHAS' established regional recovery support through the Center For Family Services. Some form of Recovery Mentoring will be available in accordance with the grant and they are sponsoring many support programs and services including, nutrition; job interview techniques; family communication. 4. Survey agencies to find out where transportation is available and assess availability and shortages.
3. None as of this time due to lack of funding for this service.
4. None taken a this point.
5. County contracts include wording for this Systems Level Change.
4. Agency fundraising has gone to offset cost of treatment due to claims of inadequate reimbursement rates and rising costs and not to transportation.
- 5) No Obstacles encountered, 2014 contracts will also require this linkage.
3. Agencies to provide input on continuing support for clients outside of treatment, case management to include some of this support. NJDMHAS' established regional recovery support through the Center For Family Services. Some form of Recovery Mentoring will be available in accordance with the grant and they are sponsoring many support programs and services including, nutrition; job interview techniques; family communication. 4. Survey agencies to find out where transportation is available and assess availability and shortages.
3. Good- Ongoing PACADA Stakeholders convene before regularly. Will seek a presentation from Center for Family Services to PACADA at our next meeting to get the information out about the recovery support services they are funded to deliver.
4. Not good. County maintains some funds under contract for transportation but and will maintain this for 2015, yet transportation is costly and not readily avail. 3. Further, providing bus tickets to clients is also too costly for us to offer at this time.
- 5) Good completed

**G. Indicated Modifications to 2010-2014 CCP- Extended through 2015**

- 1) For 2015- Will be increasing Funding to add level of services for Sober Living – Systems Level Change - \$5,000 to serve approximately 8 more clients.
- 2) For 2015- Will be increasing Methadone detox and maintenance level of services by 2,000 to serve approximately 8 more clients in 2015 as monetary hardships for clients increase. This is a one time per client hardship assistance fund at \$300 per client.
- 3) For 2015 – Will be increasing funding to add new service, one time assistance to clients for doctor for Suboxone Detox- Level of service is 6.5 clients at \$350 each= \$2,300

**H. Indicated Modifications of Services for 2015 (No RFP for 2015, it is the Final Year of the 5 Year RFP which was put out in 2010).**

NO RFP for 2015 and service delivery mix remains same as Needs/Plan Update.

However, for 2015 there will be incremental increased funding for 1) Methadone Maintenance (8 more clients), 2) Sober Living/Oxford House Recovery Support (8 more clients); 3) Suboxone Detox Assistance to Clients – 6.5 Clients at \$350 each to help pay for initial visit to the doctor for Suboxone Detox.

Below is the breakdown of services as described in 2010 RFP for years 2011-2015. See Targeted Services revised levels of service for 2015 below:

Gloucester County 2010 RFP Process Draft Plan – The following represents Gloucester County's RFP strategy reflecting 2010 -2015 County Plan findings, priorities and system change commitments as per Chapter 51 specifications and NJDAS planning guidelines:

Approximate 2010 RFP funding Targets by logic model domain: NOTE: 2010 RFP is for 5 Years- services in years: 2011, 2012, 2013 and 2014 and 2015

(Note: Changes noted below are per 2015 Planned Resource Allocation Grid and reflect changes from 2010 RFP to 2015 Needs Updated [New RFP expected in 2015 for 2016-2018- There is no RFP for 2015 services-it's a contract extension of 2014

Prevention: \$41,000	(-\$500 from 2010 Planning )
Early Intervention: \$20,050	(+\$4,900 from 2010 Planning)
Treatment: \$271,861	(+ 26,111 from 2010 Planning)
Detox: \$91,000	(- \$5,500 from 2010 Planning)
Recovery Supports: \$23,300	( + \$16,300 from 2010 Planning)

For a total of: \$447,211 (\$68,050 of which is County Matching Funds for 2013)

2015 basically the same as 2014 -- System change targets by domain for 2010 RFP addressing the 2011 to 2015 RFP/Planning Cycle.

Attachment 'A'/County Contract Program Specs for Detox services will include requirement for detox providers which will address formal linkage and followup regarding detox clients and their transition from successful detox to treatment services.

In 2015- to reallocate Chapter 51 funding and or other sources to increase support for sober living by at least 8 additional clients.

In 2015- to reallocate a small portion of Chapter 51 funding and or other sources to increase support for Suboxone Detox and /or maintenance for approx. 7 clients.

- Although Recovery Mentors are desired, stakeholders assessed that there is a lack of resources to support them. RFP language addressing Chapter 51 funding priorities and current DAS Plan guidelines including Logic Model Domains and Continuum of Care priorities.
- The 2010 RFP Development and Implementation process will take into account 2010 to 2015 Gloucester County Alcoholism and Drug Abuse Service Plan priorities, its logic model domains and outcomes, and will continue to support a continuum of care that enhances our County's commitment to continuity of care that is client centered and utilizes substance abuse resources in accordance with Chapter 51 priorities, NJ DAS planning guidelines and substance abuse best practice models.



**I. LACADA AND PACADA MEMBERSHIP 2014**

1. Please list the Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) membership for 2014 and 2015. Include names and organizational affiliations, and roles like chair, vice-chair, subcommittee chair, provider, consumer, etc.

	NAME	AFFILIATION	ROLE
1.	Gail Slimm	Represents Family Managmt	LACADA Chairperson & CASS member
2.	Norma Ryley	Represents Treatment Providers	Treatment Subcommittee
3.	Clyde Eugene Isner	Represents Community	Treatment SubCom & CASS
4.	Louise Habicht	Represents Parent to Parent	Treatment Subcommittee and CASS
5.	Jackie Caban	Represents Prosecutor – Criminal Justice	CASS member
6.	James McBee	Represents Supt. Of Schools	Subcommittee-schools
7.	Denise Welsh	Represents Community	Treatment Subcommittee CASS member
8.	Joyce A. Brown	Represents Senior Citizens	Treatment Subcommittee & CASS
9.	Kathleen Foster	Represents Parent to Parent and Mental Health	Treatment Subcommittee & CASS, PACADA Liaison
10.	Linda Marie Tramo	Represents Community	Treatment Subcommittee &
11.	Annett DiBartolomeo	Represents Community	Treatment Subcommittee & CASS
12.	William Dougherty	Represents Parent and Higher Education	CASS
13.	2015- Frank Smith	Disabled	CASS
14.			
15.			
16.			

[CONTINUED ON NEXT PAGE]

2. Please list the County Alliance Steering Subcommittee (CASS) membership for 2014 and 2015. Include names and municipal affiliation, and roles like chair, vice-chair, subcommittee chair, etc.

*INSTRUCTIONS: TO ADDITIONAL ROW, PLACE CURSOR AT END OF LAST ROW AND CLICK "ENTER". TO ADD SEVERAL ROWS, SELECT SEVERAL ROWS AND CLICK INSERT ROWS ON THE TABLE PULL DOWN MENU. TO DELETE ROW(S), SELECT THE ROW OR SELECT SEVERAL ROWS AND CLICK "CUT."*

	NAME	MUNICIPALITY	ROLE
1.	Gail Slimm	CommuntyLACADA	<b>CASS Chair</b>
2.	Jackie Caban	Prosecutor's Office-LACADA	CASS Member-Criminal Justice
3.	William Dougherty	Teacher-LACADA	CASS Member
4.	Louise Habicht	Parent2Parent-LACA	CASS Member
5.	Kathleen Foster	Parent2 Parent LACADA	CASS Member – Mental Health
6.	Joyce A. Brown	Seniors-LACADA	CASS Member
7.	Denise Walsh	CommuntyLACADA	CASS Member
8.	Norma Ryley	FaithComm.LACAD	CASS Member
9.	C. Eugene Isner	CommuntyLACADA	CASS Member
10.	Joseph Williams	Southwest Council	CASS Support
11.	2015-Frank Smith	Mantua	CASS Member
12.			
13.			
14.			
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21.			
22.			

## Gloucester County Contracted Agencies by Services Modality and Funding Amount

A. Behavioral Crossroads Adult Outpatient		\$ 5,000
1. Breakdown by Service:		
a) Outpatient Treatment	\$2,700	
b) Suboxone Detox	\$2,300	
B. CONTACT Community Help Lines		\$ 4,000
C. Center for Family Services		\$53,100
1. Breakdown by Service:		
a. Family Support	\$ 2,000	
b. Adult/Adoles. Outpatient	\$22,100	
c. Together Youth Shelter	\$29,000	
D. Family Care Connections Adult Outpatient		\$ 2,800.
E. Hendricks House-Halfway House		\$ 11,000
F. Lighthouse Recovery Ctr. of NJ (in Mays Landing)		\$39,500
1. Breakdown by Service:		
a. Residential	\$21,000	
b. Detox	\$18,500	
G. Maryville		\$204,700
1. Breakdown:		
a. Residential	\$70,000	
b. MICA-	\$10,000	
c. Detox	\$61,400	
d. Outpatient Treatment	\$33,000	
e. Assess/Evals	\$10,000	
f. Sober Living/Oxford House	\$20,300	
H. New Hope Foundation		\$26,400
1. Breakdown:		
a. Residential	\$14,600	
b. Detox	\$ 8,800	
c. Mattie House/Halfway	\$ 3,000	
I. New Point Behavioral - MICA Outpatient		\$ 6,000
J. Pinnacle Inc. , - Methadone Detox		\$ 9,500
K. SODAT		\$40,761
1. Breakdown:		
a. Teen Center	\$10,000	
b. Jail Program	\$13,486	
c. FSP	\$ 2,000	

	<i>d. Student Assistance</i>	\$ 3,000	
	<i>e. Psyche. Evals</i>	\$ 3,000	
	<i>f. Adult Outpt.</i>	\$ 9,275	
<b>L.</b>	<b>Southwest Council ---Assessment/Evaluations</b>		<b>\$1,500</b>
<b>M.</b>	<b>The Wounded Healer</b>		<b>\$33,450</b>
	1. <i>Breakdown:</i>		
	<i>a. Outpatient Treatment</i>	---\$25,550	
	<i>b. Juvenile Det. Assess./Eval.</i>	\$ 5,000	
	<i>c. SJI Transport.</i>	\$ 2,900	
<b>N.</b>	<b>Volunteers of America Recovery</b>		<b>\$9,500</b>
	<b>GRAND TOTAL:</b>		<b>\$ 447,211.00</b>

**CESTER County 2015 PLANNED RESOURCE ALLOCATIONS**

Resources Continuum of Care	ASAM Code	Funding Sources			EVB	Expected Number Served	CHAPTER 51 Special Populations
		STATE AREF	County Funds	Total Funds			
<b>Prevention</b>							
Center for Family Svs - YthShelter		\$25,000	\$0	\$25,000	Y	200	Youth
SODAT-Fric&FamSupt		\$12,000		\$12,000	Y	100	Youth
Contact Community Helpline		\$4,000		\$4,000	Y	1,000	Co-Occurring
<b>Prevention Subtotal</b>		\$41,000	\$0	\$41,000		1,300	
<b>Early Intervention (EI)</b>							
Maryville-Gls Co IDHC		\$0	\$0	\$0	Y	750	DUI
The Wounded Healer-Yth/Probation		\$5,000		\$5,000	Y	25	Offenders
SODAT - SAC Referred Youth		\$3,000		\$3,000	Y	15	Youth
Center for Family Svs - FamSat		\$6,550		\$6,550	Y	20	Women
Center for Family Svs - YthShelter		\$4,000		\$4,000	Y	14	Youth
SouthWest Council-Court Evls		\$1,500		\$1,500	Y	13	
<b>Early Intervention Subtotal</b>		\$20,050	\$0	\$20,050		837	
<b>Treatment</b>							
<b>OP</b>							
Pinnacle(dbr-DeVai/Methad)	OMT	\$9,500		\$9,500	Y	30	
Center for Family Svs-Offends	I	\$5,550		\$5,550	Y	10	Offenders
Center for Famlll Svs-Women	I	\$5,000		\$5,000	Y	10	Women
SODAT- Offenders	I	\$13,488		\$13,488	Y	16	Offenders
SODAT- General Pop	I	\$4,000		\$4,000	Y	7	Workforce
Behavioral Crossroads	I	\$1,200		\$1,200	Y	2	Workforce
Wounded Healer	I	\$8,593		\$8,593	Y	9	
Wounded Healer- Youth	I	\$2,900		\$2,900	Y	10	Youth
<b>OP Subtotal</b>		\$50,229	\$0	\$50,229		94	
<b>PC</b>							
New Point Behavioral-Supplies	II.5	\$6,000		\$6,000	Y...	100	Co-Occurring
		\$0		\$0			
		\$6,000		\$6,000		100	
<b>PC Subtotal</b>		\$6,000	\$0	\$6,000		100	
<b>IOP</b>							
Maryville	II.1	\$43,000		\$43,000	Y	16	Workforce
Wounded Healer	II.1	\$16,957		\$16,957	Y	6	Workforce
Center for Family Svs	II.1	\$7,000		\$7,000	Y	3	
Behavioral Crossroads	II.1	\$1,500		\$1,500	Y	1	Workforce
Family Care Comptitions	II.1	\$2,800		\$2,800	Y	2	Offenders
SODAT		\$5,275		\$5,275	Y	2	Offenders
<b>IOP Subtotal</b>		\$83,532	\$43,000	\$76,532		29	
<b>STR</b>							
Maryville	III.7	\$70,000		\$70,000	Y	33	Workforce
Maryville	III.7	\$10,000		\$10,000	Y	4	Co-Occurring
Volunteers of America Del Valley	III.7	\$9,500		\$9,500	Y	5	Workforce
Recon/Chro/NJ-Ltbe-Lighthouse	III.7	\$21,000		\$21,000	Y	9	Co-Occurring
New Hope Foundation	III.7	\$14,600		\$14,600	Y	7	Workforce
<b>STR Subtotal</b>		\$104,100	\$21,000	\$125,100		58	
<b>LTR</b>							
		\$0		\$0			
		\$0		\$0			
<b>LTR Subtotal</b>		\$0	\$0	\$0		0	
<b>HH</b>							
Hendricks / Hansen House	III.1	\$4,000		\$4,000	Y	1	
Hendricks / Hansen House	III.1	\$7,000		\$7,000	Y	2	Women
Mattie House	III.1	\$3,000		\$3,000	Y	1	
<b>HH Subtotal</b>		\$14,000	\$0	\$14,000		4	
<b>Treatment Subtotal</b>		\$207,861	\$64,000	\$271,861		285	
<b>Detoxification</b>							
Maryville	III.7.D	\$61,400		\$61,400	Y	70	
New Hope Foundation	III.7.D	\$8,800		\$8,800	Y	10	
Recon/Chro/NJ-Ltbe-Lighthouse	III.7.D	\$18,500		\$18,500	Y	11	
Behavioral Crossroads	OMT	\$2,300		\$2,300	Y	7	
<b>Detoxification Subtotal</b>		\$91,000	\$0	\$91,000		88	
<b>Recovery Support Svs</b>							
Maryville-Subst-Inv-De-Hs		\$17,770	\$2,530	\$20,300	Y	35	
SODAT-Psyc. Evls.		\$3,000		\$3,000	Y	15	
<b>R.S.S. Subtotal</b>		\$20,770	\$2,530	\$23,300		50	
<b>Administration</b>							
Plan Evaluation		\$184,738	\$15,500	\$200,238			
		\$0		\$0			
<b>Total Resources</b>		\$665,419	\$82,030	\$647,449			

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**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO SOUTHERN NEW JERSEY PERINATAL COOPERATIVE FOR WIC LACTATION CONSULTANT SERVICES FROM NOVEMBER 5, 2014 TO NOVEMBER 4, 2015 FOR \$20,940.00**

**WHEREAS**, the County, through its Department Of Health, Senior and Disability Services Women, Infants and Children Program (WIC), desires to provide breastfeeding promotion and education, lactation consultations and assessments and recommend interventions to improve lactation quality and duration among WIC clients; and

**WHEREAS**, under the contract a WIC Peer Counselor will work under the direction of Gloucester County WIC Program Coordinator as well as an International Board Certified Lactation Consultant to provide breastfeeding information and support to WIC Program mothers in helping these mothers manage common breastfeeding concerns and overcome barriers to breastfeeding; and

**WHEREAS**, the County requested proposals for such services via RFP 014-043, from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the evaluation, based on the established criteria, has concluded that the contract should be awarded to Southern New Jersey Perinatal Cooperative, located at 2500 McClellan #250, Pennsauken, NJ 08109, for a contract amount of \$18,195.00 for 1130 hours of services at \$16.10 per hour, plus \$840.00 for telephone services and plus administration fees of \$1,905.00, for a total contract amount of \$20,940.00 from November 5, 2014 to November 4, 2015; and

**WHEREAS**, the services will be provided by an International Board Certified Lactation Consultant; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$20,940.00, as per CAF#14-09137, which amount shall be charged against budget line item G-02-14-325-330-20215; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, a professional services contract with Southern New Jersey Perinatal Cooperative for Women, Infants and Children Lactation Consultant services as set forth in RFP 014-043, from November 5, 2014 to November 4, 2015 for \$20,940.00; and

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

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

GL

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
SOUTHERN NEW JERSEY PERINATAL COOPERATIVE**

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of **November, 2014**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SOUTHERN NEW JERSEY PERINATAL COOPERATIVE**, with offices located at 2500 McClellan Avenue, Suite 250, Pennsauken, NJ 08109, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the Southern New Jersey Perinatal Cooperative is a grantee of the NJ WIC Program; and

**WHEREAS**, the County of Gloucester desires to provide breastfeeding promotion and education; lactation consultations and assessments and recommend interventions to improve lactation quality and duration among WIC clients; and

**WHEREAS**, the County requested proposals as to the aforementioned services via **RFP 014-043**, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

**WHEREAS**, the Vendor has submitted a proposal and represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for the period commencing November 5, 2014 and concluding November 4, 2015.
2. **COMPENSATION**. Contract shall be for a contract amount of \$18,195.00 for 1130 hours of services at \$16.10 per hour, plus \$840.00 for telephone services and plus administration fees of \$1,905.00, for a total contract amount of \$20,940.00, as per the RFP submitted by Vendor titled "Response to Request for Proposal for a WIC Breastfeeding Peer Counselor".

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP 014-043, and Vendor's responsive proposal titled "Response to Request for Proposal for a WIC Breastfeeding Peer Counselor", which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP 014-043.

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

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP 014-043, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 014-043 issued by the County and Vendor's responsive proposal titled "Response to Request for Proposal for a WIC Breastfeeding Peer Counselor". Should there occur a conflict between this form of contract and the County's RFP 014-043, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP 014-043 issued by the County and the Vendor's responsive proposal titled "Response to Request for Proposal for a WIC Breastfeeding Peer Counselor", then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of November, 2014.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**SOUTHERN NEW JERSEY PERINATAL  
COOPERATIVE**

\_\_\_\_\_  
**JUDY DONLEN, DIRECTOR**

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**BASIS OF AWARD**

(To be completed by County evaluation committee)

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

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

**RFP-14-043 WIC Peer Counselor – Southern NJ Perinatal Cooperative**

<b>EVALUATION FACTORS</b> Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	<b>SCORE</b>
A. <u>Technical Proposal contains all required information</u> All required documentation submitted.  ___ 5 ___ points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Consultant is certified as a support Counselor with experience in the field.  ___ 25 ___ points.	22
C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor has a proven track record, serving various jurisdictions successfully. ___ 25 ___ points.	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is detailed and meets expectations and needs. Vendor understands And addressed all NJ State requirements. ___ 25 ___ points.	24
E. <u>Reasonableness of Cost Proposal</u> Cost associated with Grant approval and within budget. ___ 20 ___ points.	18
<b>TOTALS</b>	<b>92</b>

**Response to  
Request for Proposal for a  
WIC BREASTFEEDING PEER COUNSELLOR**

**RFP # 14-043**

**COUNTY OF GLOUCESTER**

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**Southern New Jersey  
Perinatal Cooperative**

**Contact:  
Southern New Jersey Perinatal Cooperative  
Attn: Suzanne Sawyer, Director of Operations  
2500 McClellan #250  
Pennsauken NJ 08109**

**Proposal for a WIC Lactation Consultant, Gloucester County, NJ  
RFP # 14-043.**

**Attention:** Peter M. Mercanti, Purchasing Director  
Gloucester County Purchasing Department  
County Administration Building  
2 South Broad Street  
Woodbury, New Jersey 08096  
Phone: (856) 853-3420  
Fax: (856) 251-6777  
E-Mail: [pmercanti@co.gloucester.nj.us](mailto:pmercanti@co.gloucester.nj.us)

**Technical Proposal:**

- A. Proposer: Southern New Jersey Perinatal Cooperative  
2500 McClellan #250  
Pennsauken NJ 08109

Candidate: Raquel Duran

Please see a full resume for the candidate, attached as appendix item 1.

Services are to be provided at the three Gloucester County WIC offices.

- B. Raquel Duran has provided WIC Peer Counselling Services to Gloucester WIC as an employee of the Southern New Jersey Perinatal Cooperative (SNJPC) which has been a grantee of the NJ WIC program.
- C. Education of candidate: currently matriculated at Kansas State University, expected graduation 12/2014 with BS in Nutrition and Dietetics, Certification as Loving Support Peer counselor, 12/2013
- D. Qualifications: Certification as Loving Support Peer counselor, 12/2013  
Peer Counselor, Gloucester Co WIC 11/13-9/14

Experience:

- 1 year experience as a WIC Peer Counsellor

- E. A summary of other engagements where services of the types being proposed were provided in the past ten years:

N/A

Contacts:

Kathleen Mahmoud, Coordinator  
Gloucester County WIC  
204 East Holly Drive  
Sewell, NJ 08080  
[kmahmoud@co.gloucester.nj.us](mailto:kmahmoud@co.gloucester.nj.us)  
(856) 218-4116

F. **Detailed Plan:**

New Jersey WIC has an established breastfeeding promotion and support campaign, "Loving Support Makes Breastfeeding Work". This campaign is defined in NJ WIC Policy and Procedure and is supported through dedicated USDA grant funding.

Gloucester County WIC breastfeeding rates have historically been lower than the NJ WIC state averages, but in recent years have improved at a rate significantly faster than the state's rate of improvement. Contributing factors to Gloucester WIC's recent rate of improvement are:

- Gloucester County WIC's success enrolling women in the program prior to delivery of their infants. This provides an opportunity for prenatal breastfeeding promotion and education.
- Staffing by well qualified Lactation Consultants and Breastfeeding Peer Counselors with strong connections to Gloucester County communities. By adopting this staffing strategy, SNJPC facilitated rapport building through local knowledge and community connections on the part of Peer Counselors, and professional breastfeeding expertise on the part of Lactation Consultants.
- Establishment of a successful working relationship between Gloucester County WIC staff and breastfeeding staff provided by SNJPC.

Proposed goals and methods for FFY'15

- To increase the percentage of prenatal WIC clients who receive breastfeeding promotion and education contacts with Breastfeeding Peer Counselor(s) and/or Lactation Consultant.
  - Provide staffing for Gloucester County WIC offices to provide prenatal breastfeeding promotion and education by Breastfeeding Peer Counselor(s) and/or a Lactation Consultant at Gloucester County WIC offices.
  - Encourage participation by prenatal clients in facilitated discussion groups on breastfeeding topics.
  - Provide evidence-based prenatal breastfeeding promotion and education.
  - Assist in maintenance of a breastfeeding-friendly environment at Gloucester County WIC offices as per NJ WIC Policies and Procedures.
- To increase the percentage of Gloucester County women who receive evidence-based breastfeeding information during the prenatal period through collaborative efforts with other social service programs and agencies.
- To increase initiation and duration of breastfeeding among WIC clients with a special emphasis on increasing exclusive breastfeeding.
  - Provide staffing for Gloucester County WIC offices to provide breastfeeding information and support by Breastfeeding Peer Counselor(s) and/or a Lactation Consultant at Gloucester County WIC offices.
  - Provide follow-up calls to WIC clients in the early postpartum period.
  - Provide telephone access for clients to breastfeeding support staff during weekends and holidays.

Cost Proposal

Hours/year	Hourly Rate	Total
1130	\$16.10	\$18,195
Telephone - \$70/month for 12 months		840
Administrative Costs: 10%		1,905
Total		\$20,940

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

Certificate of Availability of Funds

TREASURER'S NO. 14-09137 DATE October 21, 2014

BUDGET NUMBER - CURRENT YR G-02-14-325-330-20215 B          DEPARTMENT Health

AMOUNT OF CERTIFICATION \$20,940.00 COUNTY COUNSEL Anthony Fiola

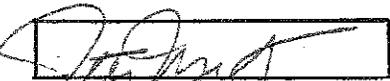
DESCRIPTION: 1 Peer Counselor covering 3 WIC sites during the WIC Grant period 11/5/14 thru 9/30/15.  
(RFP 14-043)

VENDOR: Southern New Jersey Perinatal Cooperative

ADDRESS: 2500 McClellan Avenue, Suite 250

Pennsauken, NJ 08109

  
DEPARTMENT HEAD APPROVAL  
10/21/14

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 10-22-14

11/5/14  
Freeholder  
Meeting

F-1

**RESOLUTION AUTHORIZING EXECUTION OF THE 2014 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$133,057.00**

**WHEREAS**, pursuant to the Smith-Lever Act, New Jersey Enabling Legislation and prior resolutions of the Board of Chosen Freeholders of the County of Gloucester, the Rutgers Cooperative Extension Division of Rutgers also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) of Rutgers, The State University of New Jersey and the County of Gloucester have cooperated to provide educational programs within the County in the areas of 4H Youth Development, natural resource management and related matters; and

**WHEREAS**, the County of Gloucester has in the past and in the future does agree to provide certain financial support to the Cooperative Extension Programs by the payment of certain salaries of persons employed to present the programs and manage the services; and

**WHEREAS**, the Rutgers Cooperative Extension also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) of Rutgers and the County of Gloucester have confirmed their agreement in a certain Memorandum of Understanding authorized and executed in 2007; and

**WHEREAS**, it is necessary and appropriate on an annual basis for the Rutgers Cooperative Extension also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) and the County of Gloucester to execute an annual Salary Agreement describing the extent of the financial support of the County of Gloucester; and

**WHEREAS**, the provision of the services provided by the programs are beneficial to the residents of Gloucester County; and

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

**NOW THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the 2014 Salary Agreement made by and between the Rutgers Cooperative Extension also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) Division of Rutgers, The State University of New Jersey and the County of Gloucester from January 1, 2014 to December 31, 2014 in an amount not to exceed \$133,057.00.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

5-1

2014 COUNTY SALARY AGREEMENT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
RUTGERS COOPERATIVE EXTENSION  
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

This agreement made between Rutgers Cooperative Extension, headquartered at the New Jersey Agricultural Experiment Station, part of Rutgers, The State University of New Jersey, hereinafter called RCE, party of the first part, and the County of Gloucester, hereinafter called COUNTY, party of the second part, beginning this the 1<sup>st</sup> of January, 2014.

To provide a Cooperative Extension program as mandated by state and federal law and outlined in the Memorandum of Understanding between the two aforementioned parties for the residents of the County of Gloucester in the areas of agriculture and resource management, family and community health sciences, and 4-H youth development and other related programming such as marine fisheries, water quality and aquaculture, Integrated pest management, Supplemental Nutrition Assistance Program (SNAP-ED), *etc.*, which may be pertinent to address specific county needs, the parties agree to the following:

- a. RCE will provide the amounts listed on the attached Salary Addendum, of the salaries/wages of the faculty and professional staff involved and 100% of Rutgers University fringe benefits, as determined by the state/federal government and made available to all Extension faculty and staff professionals. RCE will also provide subject matter resources such as state specialist subject area research support and publications for the Cooperative Extension program planned and implemented within the County of Gloucester. RCE faculty and

professional staff located in the County are permitted to assume programmatic roles on a reciprocal trade arrangement with neighboring counties or regions as outlined in this agreement.

- b. The County will pay the amounts listed on the attached Salary Addendum, estimated at \$133,057 for the period of January 1, 2014 to December 31, 2014 for employees listed on the salary addendum (\* see paragraph C for comments regarding funding for the Program Associate in Agriculture and Resource Management). Should employment of any person in a RCE position cease, RCE will request to utilize the remaining COUNTY funds for part-time temporary employee(s) in the programmatic area(s) in Gloucester County with agreement to be indicated in writing.
- c. For the period of January 1, 2014 through September 26<sup>th</sup> RCE will bill the COUNTY an anticipated total of \$37,549 for reimbursement for the salary of the Program Associate in Agriculture and Resource Management. In addition, the COUNTY will pay the additional \$7,689 towards the actual annual salary. RCE will provide 100% of Rutgers University fringe benefits, as determined by the state/federal government and made available to all Extension faculty and staff professionals.
- d. The COUNTY will pay the agreed upon amounts listed on the attached Salary Addendum via payroll check directly to each employee. RCE will provide the balance of salary amount via University payroll check directly to each employee.



2014 COUNTY SALARY AGREEMENT

SALARY ADDENDUM  
FOR GLOUCESTER COUNTY

RCE EMPLOYEE	RCE TITLE	PROJECTED 2014 ANNUAL SALARY	RCE SHARE OF SALARY	COUNTY SHARE OF SALARY
Strieter, Linda	County Extension Department Head and 4-H Senior Program Coordinator	\$71,678	\$48,728	\$22,950
Vacant	Agricultural Agent (anticipated start date of 7/1/2014)	\$65,000	\$32,500	\$32,500
Cummings, Mary	Program Associate, Agriculture and Resource Management*	\$45,238	\$0	\$45,238
Hughes, Luanne	Family & Community Health Sciences Educator	\$90,106	\$67,436	\$22,670
Infante-Casella, Michelle	Agricultural Agent	\$96,607	\$86,908	\$9,699
TOTAL		\$368,629	\$235,572	\$133,057

(\*) see page 2, paragraph C for comments regarding funding for this position.

**2014 GLOUCESTER COUNTY PERSONNEL LISTING**

<b>RCE EMPLOYEE</b>	<b>RCE TITLE (COUNTY title)</b>
Strieter, Linda	County Extension Department Head & 4-H Senior Program Coordinator
Cummings, Mary	Program Associate, Agriculture and Resource Management *
Defrance, Sheron	Secretary, Agriculture
Vacant	Agricultural Agent (anticipated start date of 7/1/2014)
Harrelson, Fran	Community Assistant, Supplemental Nutrition Assistance Program
Hughes, Luanne	Family & Community Health Sciences Educator
Infante-Casella, Michelle	Agricultural Agent
Jenkins, Janice	Program Associate, Supplemental Nutrition Assistance Program (started in Gloucester County Sept. 15, 2012)
Johnson, Rashema	Community Assistant, Supplemental Nutrition Assistance Program
McGlinchey, Elaine	FCHS, Secretary (Clerk Typist)
Medany, Joan	Secretary, Agriculture (Clerk Typist)
Metz, Mary Ann	Program Assistant, 4-H
Savoca, LeeAnne	Program Associate, Family & Community Health Sciences (part-time, type 4)
Schreiter, Elaine	Secretary, 4-H
Schmitt, David	Program Associate, Tree Fruit IPM
Suydam, Tammy	Program, Assistant, 4-H
Dorothy Hansbury	Part time temporary horticultural consultant (balding agricultural agent spot)
Quilty, Brian	Food Corps Intern

(\* see page 2, paragraph C for comments regarding funding for this Program Associate position.

F-2

**RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF MANTUA ON APPROXIMATELY 49.585 ACRES OF FARM PROPERTY OWNED BY STILL RUN PROPERTIES, LLC, FOR \$595,020.00**

**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**, **Still Run Properties, LLC**, having presented themselves as the owner of the land and premises located in the **Township of Mantua** (hereinafter the "Township"), **and known as Block 4, Lot 7 (hereinafter collectively the "Property")**, which consists of **approximately 49.585 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **Still Run Properties, LLC**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$595,020.00** which is the total purchase price for same; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$595,020.00**, pursuant to CAF# 14-09088, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Still Run Properties, LLC**, known as **Block 4, Lot 7**, in the Township of Mantua, County of Gloucester, State of New Jersey for the amount of **\$595,020.00**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Still Run Properties, LLC**, in regard to the County's purchase of development easements in the farm premises known as **Block 4, Lot 7**, in the Township of Mantua, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed; and

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

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

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



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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**ROBERT N. DILELLA, CLERK**

COUNTY OF GLOUCESTER

S-2

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-09088 DATE October 20, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ 595,020.00

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

**DESCRIPTION OF PRODUCT OR SERVICE**

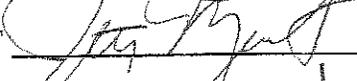
Resolution to acquire a development easement on the farm property of  
Still Run Properties, LLC located in the Township of Mantua, known as  
Block 4, Lot 7 consisting of approximately 49.585 acres at \$12,000.00  
Per acre for a total amount of \$595,020.00.

VENDOR NAME Presidential Title Agency, Inc

ADDRESS 1546 Blackwood-Clementon Road

CITY/STATE/ZIP Blackwood, NJ 08012

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT  DATE 10-22-14

FREEHOLDER MEETING DATE 11/5/14

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

### Certification Report January 23, 2014 County FIG Program

**Gloucester County Mantua Twp.**

**SADC ID 08- 0174-PG**

**Owner: Still Run Properties, LLC #3 (block 4)**  
**Farm: Still Run Properties, LLC #3 (block 4)**

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Mantua Twp.	4	7				

**Acres in Application: 49**

**Residential Opportunities / Exceptions:**

0

Approved RDSOs  
Existing Dwelling Units  
Severable Exceptions  
NonSeverable Exceptions

#### Value Conclusion - Current Zoning and Environmental Regulations in place Per acre

Appraiser	Date	Before	After	Easement
Bartelt	01 JUL 2013	\$15,800	\$5,000	\$10,800
Frankenfield	01 JUL 2013	\$18,000	\$5,000	\$13,000
Ireland III SRA	01 JUL 2013	\$17,000	\$5,000	\$12,000

#### Total Value

Appraiser	Date	Before	After	Easement
Bartelt	01 JUL 2013	\$780,000 *	\$250,000 *	\$540,000 *
Frankenfield	01 JUL 2013	\$900,000 *	\$250,000 *	\$650,000 *
Ireland III SRA	01 JUL 2013	\$833,000	\$245,000	\$588,000

← SADC certified value

#### Physical Characteristics

<b>Highlands:</b>		NON Highlands Area	
<b>Location:</b>	Cohawkin Road		
<b>Size:</b>	49 acres	<b>Shape:</b>	Irregular Shaped
<b>Topography:</b>	Level/Mostly cleared land		
<b>Flood Zone:</b>	FEMA map Number: 34015C0059E, Dated January 20, 2010. According to the appraisers' the subject is not situated in a know flood hazard area.		
<b>Category 1 Streams:</b>	NOT Present		
<b>Frontage:</b>	1,002 front feet: Cohawkin Road	20.04 per acre	
<b>Soils</b>	<b>Tillability</b>	<b>Septic</b>	<b>Wetlands</b>
Prime 90.00%	Cropland Harvested 85.00%	Not Limited 86.45%	Freshwater .45%
Statewide 10.00%	Woodlands 15.00%	Somewhat Limited 8.47%	Uplands/Non-Wetland 99.55%
		Very Limited 5.08%	
<b>Zoning:</b>	"AR"	<b>Requirements:</b>	Agricultural Residential District - minimum lot area is 3 acres, street frontage is 225 feet.
<b>Utilities:</b>	Electric, Septic, Well		
<b>Easements:</b>	No Easements on Premise		
<b>Improvements:</b>	No Structures On Premise		

fr

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

STILL RUN PROPERTIES, LLC

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **Still Run Properties, LLC**, having an address of 183 Cedar Road, Mickleton, NJ 08056 (**hereinafter collectively 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 7, Block 4, in the Township of Mantua, County of Gloucester, and State of New Jersey** (**hereinafter the "Property"**)

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **\$ 12,000.00**      ASSUMED ACREAGE: **Approximately 49.585 acres**

ESTIMATED GROSS SALES PRICE: **\$ 595,020.00**

# OF EXCEPTIONS: **NONE.**

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **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 (6<sup>th</sup>) 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:**

**STILL RUN PROPERTIES, LLC**

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

**Steven R. Brown,  
Managing Member**

**BUYER:**

**COUNTY OF GLOUCESTER**

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

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

\_\_\_\_\_  
Federal ID Tax 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:

**STILL RUN PROPERTIES, LLC**

BY: \_\_\_\_\_  
**Steven R. Brown, Managing Member**

8-3

**RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF MANTUA ON APPROXIMATELY 42.890 ACRES OF FARM PROPERTY OWNED BY STILL RUN PROPERTIES, LLC FOR \$501,813.00**

**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**, **Still Run Properties, LLC**, having presented themselves as the owner of the land and premises located in the **Township of Mantua** (hereinafter the "Township"), and known as **Block 1, Lots 3 and 5** (hereinafter collectively the "**Property**"), which consists of approximately 42.890 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **Still Run Properties, LLC**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$501,813.00** which is the total purchase price for same; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$501,813.00**, pursuant to CAF# 14-09089, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Still Run Properties, LLC**, known as **Block 1, Lots 3 and 5**, in the Township of Mantua, County of Gloucester, State of New Jersey for the amount of **\$501,813.00**; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Still Run Properties, LLC**, in regard to the County's purchase of development easements in the farm premises known as **Block 1, Lots 3 and 5**, in the Township of Mantua, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed; and

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

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

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

COUNTY OF GLOUCESTER

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CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-09089 DATE October 20, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ 501,813.00

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

**DESCRIPTION OF PRODUCT OR SERVICE**

Resolution to acquire a development easement on the farm property of  
Still Run Properties, LLC located in the Township of Mantua, known as  
Block 1, Lots 3 and 5 consisting of approximately 42.890 acres at \$11,700.00  
Per acre for a total amount of \$501,813.00.

VENDOR NAME Presidential Title Agency, Inc

ADDRESS 1546 Blackwood-Clementon Road

CITY/STATE/ZIP Blackwood, NJ 08012

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 10-22-14

FREEHOLDER MEETING DATE 11/5/14

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT  
PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

LUA-1C  
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**Certification Report**  
**January 23, 2014**  
**County PIG Program**

Gloucester County Mantua Twp.  
**Owner:** Still Run Properties, LLC #4 (block 1)  
**Farm:** Still Run Properties, LLC #4(block 1)

SADC ID 08-0173-PG

County	Municipality	Block	Lot	County	Municipality	Block	Lot
Gloucester	Mantua Twp.	1	3	Gloucester	Mantua Twp.	1	5

**Acresage In Application:** 44  
**Residential Opportunities / Exceptions:** 0

Approved RDSOs  
Existing Dwelling Units  
Severable Exceptions  
NonSeverable Exceptions

**Value Conclusion - Current Zoning and Environmental Regulations in place**  
**Per acre**

Appraiser	Date	Before	After	Easement
Bartelt	01 JUL 2013	\$16,500	\$5,000	\$11,500
Frankenfield	01 JUL 2013	\$17,000	\$5,000	\$12,000
Ireland III SRA	01 JUL 2013	\$16,700	\$5,000	\$11,700

**Total Value**

Appraiser	Date	Before	After	Easement
Bartelt	01 JUL 2013	\$726,000	\$220,000	\$506,000
Frankenfield	01 JUL 2013	\$748,000	\$220,000	\$528,000
Ireland III SRA	01 JUL 2013	\$734,800	\$220,000	\$514,800

K SADC  
certified  
value

**Physical Characteristics**

<b>Highlands:</b>		NON Highlands Area	
<b>Location:</b>	Cohawkin Road, Mantua Township		
<b>Size:</b>	44 acres	<b>Shape:</b>	Irregular Shaped
<b>Topography:</b>	Level/Mostly Clear		
<b>Flood Zone:</b>	FEMA map Number: 34015C0059E, Dated January 20, 2010. According to the appraisers' the subject is not situated in a know flood hazard area.		
<b>Category 1 Streams:</b>	NOT Present		
<b>Frontage:</b>	407 front feet : Cohawkin Road only paved frontage. The other fronta	9.25 per acre	
<b>Soils</b>	<b>Tillability</b>	<b>Septic</b>	<b>Wetlands</b>
Other 7.00%	Cropland Harvested 91.00%	Not Limited 36.19%	Uplands/Non-Wetland 00.00%
Prime 90.00%	Woodlands 9.00%	Somewhat Limited 39.04%	
Statewide 3.00%		Very Limited 24.77%	
<b>Zoning:</b> "AR"	<b>Requirements:</b>	Agricultural Residential District - minimum lot area is 3 acres, street frontage is 225 feet.	
<b>Utilities:</b> Electric, Septic, Well			
<b>Easements:</b> No Easements on Premise			
<b>Improvements:</b> No Structures On Premise			

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CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

STILL RUN PROPERTIES, LLC

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

**1.0. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

**"IRS"** means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

accountants) counsel against Buyer's participation.

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

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

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

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

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

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

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

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

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

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

commenced.

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

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

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

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

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

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.
- (b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.
- (c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.
- (d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.
- (e) Seller commences a nonagricultural use on the

Property.

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

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

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

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

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SELLER:**

**BUYER:**

**STILL RUN PROPERTIES, LLC**

**COUNTY OF GLOUCESTER**

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

**Steven R. Brown,  
Managing Member**

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

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

\_\_\_\_\_  
Federal ID Tax 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.**



9-4

**RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF LOGAN ON APPROXIMATELY 29.476 ACRES OF FARM PROPERTY OWNED BY JOSEPH A. MUSUMECI, VICTORIA MUSUMECI, AND ANNA MUSUMECI FOR \$274,126.80**

**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**, **Joseph A. Musumeci, Victoria Musumeci, and Anna Musumeci**, having presented themselves as the owners of the land and premises located in the **Township Logan** (hereinafter "Township"), and known as **Block 1004, Lots 4 and 4.03**, on the **Official Tax Map of the Township** (hereinafter collectively the "Property"), which consists of approximately 29.476 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **Joseph A. Musumeci, Victoria Musumeci, and Anna Musumeci**, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$274,126.80**, which is the total purchase price for same; and

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

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$274,126.80**, pursuant to CAF# 14-09087, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **Joseph A. Musumeci, Victoria Musumeci, and Anna Musumeci**, known as **Block 1004, Lots 4 and 4.03**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$274,126.80**;
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Joseph A. Musumeci, Victoria Musumeci, and Anna Musumeci**, in regard to the County's purchase of development easements in the farm premises known as **Block 1004, Lots 4 and 4.03**, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed;

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

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

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**



COUNTY OF GLOUCESTER

54

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 14-09087 DATE October 20, 2014

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$ 274,126.80

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

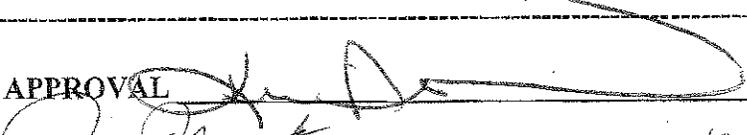
**DESCRIPTION OF PRODUCT OR SERVICE**

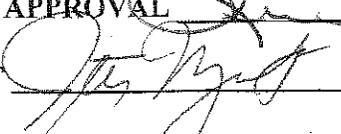
~~Resolution to acquire a development easement on the farm property of~~  
~~Joseph A. Musumeci, Victoria Musumeci and Anna Musumeci, located in the~~  
~~Township of Logan, known as Block 1004, Lots 4 and 4.03 consisting of~~  
~~approximately 29.476 acres at \$9,300.00 per acre for a total amount of \$274,126.80.~~

VENDOR NAME Title America Agency

ADDRESS 185 West, White Horse Pike

CITY/STATE/ZIP Berlin, NJ 08009

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT  DATE 10-22-14

FREEHOLDER MEETING DATE 11/5/14

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

Joseph A. Musumeci and Victoria Musumeci, husband and wife, and  
Anna Musumeci, as Tenants in Common

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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**CONTRACT TO SELL DEVELOPMENT EASEMENTS**

**Transaction Summary**

**SELLER:** Joseph A. Musumeci and Victoria Musumeci, husband and wife, whose address is 11 Lake Avenue, Swedesboro, NJ, 08085, and Anna Musumeci, whose address is 259 Clems Run Road, Mullica Hill, NJ, 08062, 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:** Lots 4 and 4.03, Block 1004, in the Township of Logan, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

**END OF COMMITMENT PERIOD:** At Closing.

**PRICE PER ACRE:** \$ 9,300.00      **ASSUMED ACREAGE:** Approximately 29.476 acres

**ESTIMATED GROSS SALES PRICE:** \$274,126.80

**# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES:** NONE

**# OF EXCEPTION AREAS:** 1 - One Acre Non-Severable Exception

**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 (6<sup>th</sup>) 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:**

BY: \_\_\_\_\_  
**Joseph A. Musumeci**

\_\_\_\_\_  
Social Security Number

BY: \_\_\_\_\_  
**Victoria Musumeci**

\_\_\_\_\_  
Social Security Number

BY: \_\_\_\_\_  
**Anna Musumeci**

\_\_\_\_\_  
Social Security Number

**BUYER:**

**COUNTY OF GLOUCESTER**

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



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

**ATTACHMENT C - FUEL TANK DISCLOSURE**

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

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: \_\_\_\_\_  
**Joseph A. Musumeci**

\_\_\_\_\_ Date

BY: \_\_\_\_\_  
**Victoria Musumeci**

\_\_\_\_\_ Date

BY: \_\_\_\_\_  
**Anna Musumeci**

\_\_\_\_\_ Date

G-1

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE FOR USE BY THE COUNTY PROSECUTOR'S OFFICE, FOR A TOTAL CONTRACT AMOUNT OF \$35,177.60**

**WHEREAS**, the County Prosecutor's Office has the need for one (1) vehicle; and

**WHEREAS**, the one (1) vehicle, which meet the Prosecutor's Office requirements, is available from a reputable motor vehicle dealer for purchase for the total contract price of \$35,177.60; and

**WHEREAS**, the contract for said vehicles may be entered into without public advertising for bids pursuant to N.J.S.A. 40A:11-5(1)(g); and

**WHEREAS**, the contract with the dealer may therefore be entered into without public advertising for bids; and

**WHEREAS**, the contract shall be for a total contract amount of \$35,177.60 awarded pursuant to N.J.S.A. 40A:11-5; and

**WHEREAS**, the County Purchasing Agent has certified the availability of funds in the amount of \$35,177.60, pursuant to CAF #14-09054 and shall be charged against budget line item T-03-08-529-275-20610.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board hereby authorize the purchase of one (1) vehicle, for a total contract amount of \$35,177.60, for use by the County Prosecutor's Office.

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



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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

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Certificate of Availability of Funds

TREASURER'S NO. 14-09054 DATE 10/21/14

T-03-08-529-275-20610  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Prosecutor

AMOUNT OF CERTIFICATION 35,177.60 COUNTY COUNSEL Matt Lyons, Esq.

DESCRIPTION: Purchase of one (1) vehicle

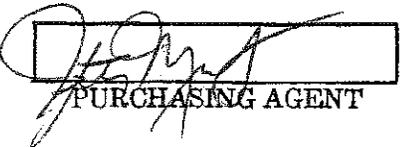
VENDOR: 

ADDRESS: 





DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 10-21-14

11/5/14  
Freeholder  
Meeting



6-1

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lieutenant Governor

State of New Jersey  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE  
PO Box 085  
TRENTON, NJ 08625-0085  
TELEPHONE: (609) 984-6500

JOHN J. HOFFMAN  
Acting Attorney General

ELIE HONIG  
Director

October 17, 2014

Honorable Sean F. Dalton  
Gloucester County Prosecutor's Office  
P.O. Box 623  
Woodbury, New Jersey 08096

**RE: BID WAIVER - GLOUCESTER COUNTY PROSECUTOR'S OFFICE  
APPLICATION PURSUANT TO N.J.S.A. 40A:11-5(1)(g)**

Dear Prosecutor Dalton:

Your October 7, 2014 request for a waiver of bid under the provisions of *N.J.S.A.* 40A:11-5(1)(g), for the purchase of special equipment for use in confidential and undercover investigations has been approved. The purchase of this special equipment is not to exceed \$35,177.60, as outlined in your request. Please note, however, that since the amount approved herein exceeds the statutory bid threshold contained in *N.J.S.A.* 40A:11-3, this approval letter should be submitted to the County Board of Freeholders for a Resolution awarding the bid amount, pursuant to *N.J.S.A.* 40A:11-5.

Very truly yours,

Elie Honig  
Director

cc: John J. Hoffman, Acting Attorney General



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