

AGENDA

7:00 p.m. Wednesday, May 20, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from May 6, 2015.

P-1 Proclamation honoring Kiara Lester, NJ.com's Tri-County Conference Athlete of the Year for 2014-2015 & South Jersey Times Girls Indoor Track Athlete of the Year (DiMarco) (to be presented)

P-2 Proclamation Recognizing Paulsboro High School Basketball Team "Red Raiders", 2014-2015 South Jersey Times Boys Basketball Team of the Year (Chila) (to be presented)

P-3 Proclamation Recognizing Botto's Italian Sausage on Celebrating 50 Years in Business (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 AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF COLUMBIA GAS TRANSMISSION, LLC v. 2.510 ACRES OF LAND IN THE BOROUGH OF SWEDESBORO, GLOUCESTER COUNTY, NEW JERSEY, GARY STECHER, FEE OWNER, AND THE COUNTY OF GLOUCESTER.

The general nature of the subject to be discussed at the closed meeting of May 20, 2015, shall be the status of and possible settlement of this matter.

A-2 RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) 4,301,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2015; AND (ii) \$3,200,000 OF ITS COUNTY COLLEGE BONDS, SERIES 2015; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS.

The purpose of this Resolution is to allow the County to proceed with bonding to fund previously approved capital ordinances.

A-3 RESOLUTION AUTHORIZING FILING OF LITIGATION TO RECOVER THE COUNTY'S WORKER'S COMPENSATION LIEN FOR BENEFITS PAID.

This Resolution authorizes litigation to recover the County's worker's compensation lien in the sum of \$88,406.09. The benefits were paid on behalf of an employee resulting from a motor vehicle accident on July 14, 2010. The County is entitled to be reimbursed from claimant's personal injury recovery. The funds are presently being held in escrow by the Petitioner's counsel, Joel R. Rosenberg, Esquire of Stark & Stark, PC who disputes the County's legal entitlement to recovery. All efforts have been unsuccessful, and it is therefore necessary to institute suit.

A-4 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- CLICK IT OR TICKET - \$40,000.00 - This grant will provide funding to various municipalities to reimburse officer overtime during click it or ticket details.
- NEW FREEDOM - \$200,000.00 - These funds will be used to further expand the transportation services offered in Gloucester County. The New Freedom funds play an important role to ensure individuals with disabilities and mobility limitations have additional opportunities to access employment and/or essential job training endeavors. The New Freedom grant will fund feeder services to and from existing public bus services, provide demand responsive services to residents who live outside of traditional resources.

A-5 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2015.

The Treasurer of Gloucester County submits the bill list for May for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed May 21, 2015.

A-6 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF LITIGATION IN COLUMBIA GAS TRANSMISSION, LLC v. 2.510 ACRES OF LAND IN THE BOROUGH OF SWEDSBORO, GLOUCESTER COUNTY, NEW JERSEY, GARY STECHER, FEE OWNER, AND THE COUNTY OF GLOUCESTER, CONCERNING BLOCK 45, LOT 10.

Plaintiff, Columbia Gas Transmission, LLC filed for condemnation in United States District Court for the District of New Jersey for a 2.510 acre portion (2.587 with temporary construction easement) of Block 45, Lot 10, Swedesboro (Woolwich Twp) of which the County holds a Deed of Easement preserving agricultural use on fee owner Gary Stecher's property. Columbia Gas Transmission, LLC filed with the Federal Energy Regulatory Commission for a Certificate of Public Necessity, which was granted in order to construct, operate and maintain a 20 inch diameter gas pipeline as part of the East Side Expansion Project. Columbia Gas Transmission, LLC offered \$124,143.04 in total for a permanent right of way and easement totaling 2.510 acres and 25 feet in width. The County's share in condemnation awards is determined by the Deed of Easement and calculates to \$64,524.36, which fully compensates the County for the \$4900.00 per acre the County paid for the Deed of Easement.

A-7 RESOLUTION MERGING AND REORGANIZING COUNTY DEPARTMENTS

N.J.S.A. 40:20-1.2 provides for the grant of powers under the statutory provisions dealing with the management of County affairs, including the County's right to reorganize its structure. For the purposes of consistency and efficiency, the merging and reorganizing of the Departments of Administration, Public Works, Health and Human Services will provide, among other things, improved services to County residents.

A-8 RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE LICENSING AND SUBSCRIPTION RENEWAL OF GEOGRAPHIC INFORMATION SYSTEMS MAPPING SOFTWARE FROM MAY 21, 2015 TO MAY 20, 2016 IN AN AMOUNT NOT TO EXCEED \$20,000.00.

This Resolution authorizes an agreement with Environmental Systems Research Institute, Inc. (ESRI), 380 New York Street, Redlands, California 92373. They are the provider of all GIS Software including ArcMap, ArcInfo, ArcIms (which runs GCMAPS), etc. which are used by County Departments of Emergency Response, Health, Prosecutor's Office, Planning and Taxation. Their software and licensing are used exclusively by the State of New Jersey, most counties in New Jersey and many municipalities. There is no substitute software and ESRI is the sole producer of Arc Software. ESRI also provides training services relating to their products and provides technical support through licensing. This Contract is from May 21, 2015 to May 20, 2016 in an amount not to exceed \$20,000.00 and is awarded pursuant to N.J.S.A. 40A:11-5(dd).

A-9 RESOLUTION TO PURCHASE OFFICE SUPPLIES FROM W.B. MASON COMPANY, INC., THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" CONTRACT #A88839 FROM MAY 7, 2015 TO MAY 6, 2018 IN AN AMOUNT NOT TO EXCEED \$100,000.00 PER YEAR.

This Resolution authorizes the purchase of office supplies and equipment from W.B. Mason Company, Inc., located at 151 Heller Place, Bellmawr, NJ 08031, through State of New Jersey "Western States Contracting Alliance "WSCA" Contract #A88839, from May 7, 2015 to May 6, 2018, in an amount not to exceed \$100,000.00 per year.

A-10 RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM JULY 1, 2015 TO JUNE 30, 2016.

Rowan University has invited the County of Gloucester to participate in the Federal Off-Campus Work Study Program which it sponsors, making Rowan's students available to the County to work in County operations. This affords students the opportunity to engage in meaningful and educational work which will introduce them to career prospects. This will authorize the off-campus federal work study agreement from 7/1/15 to 6/30/16, at no cost to the County.

A-11 RESOLUTION APPOINTING CHAD M. BRUNER AS CLERK OF BOARD OF CHOSEN FREEHOLDERS.

N.J.S.A. 40A:9-26 mandates that the County shall appoint a Clerk of the Board of Chosen Freeholders for a term of three years. Therefore, Chad M. Bruner is appointed Clerk of the Board of Chosen Freeholders from June 1, 2015 to May 31, 2018.

A-12 RESOLUTION APPOINTING ANTHONY J. FIOLA AS THE CUSTODIAN OF RECORDS FOR GLOUCESTER COUNTY.

In order to facilitate acting on the requests from the public for records or documents as well as to establish an orderly procedure and to maintain appropriate records, it is necessary to name an individual as "custodian of all records" and to whom all requests for documents or records from the County should be addressed.

A-13 RESOLUTION APPOINTING A MEMBER TO THE WORKFORCE INVESTMENT BOARD.

This Resolution will authorize the appointment of Jeffrey Berger to fill unexpired term ending December 31, 2016.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY, FOR A TOTAL AMOUNT OF \$31,140.00, FROM JUNE 1, 2015 TO MAY 31, 2016

Resolution authorizing a Joint Funding Agreement with the United State Geological Survey, for a total amount of \$31,140.00, from June 1, 2015 to May 31, 2016, for the investigation of water resources in the County including the operation of one stream gaging station (Station Number 0141156, located on Little Ease Run, Clayton, NJ) and operation of water level recorders on ground water wells. The agreement also provides continuous ground water level recorders on four (4) Kirkwood-Cohansey Aquifer wells. Data collected for the project is used for hydro geologic investigations (water level mapping) and watershed studies. This is part of the ongoing cooperative effort to evaluate the effects of groundwater withdrawals on the Kirkwood-Cohansey Aquifer system. Information from the project is accessible through the USGS National Water Information System Web Interface. The information is also available from the USGS Real Time Hydrologic Notification Systems entitled Water Alert, Water Now, and Water Watch. The new service enables staff to receive instant stream flow data and groundwater level information.

C-2 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2015 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$39,843.00.

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

C-3 RESOLUTION TO CONTRACT WITH EDUCATIONAL AND OCCUPATIONAL TRAINING PROVIDERS USING WORKFORCE INNOVATION AND OPPORTUNITY ACT AND WORK FIRST NEW JERSEY FUNDS FROM JULY 1, 2015 TO JUNE 30, 2017 IN AN AMOUNT NOT TO EXCEED \$600,000.00 EACH YEAR.

This Resolution authorizes the County of Gloucester to enter into contracts with numerous occupational training vendors (proprietary schools) to provide eligible individuals with occupational skills. All clients seeking these services are determined eligible and suitable for training by Certified Employment Counselors located at the Gloucester County One Stop Career Center. All training vendors must be approved by the New Jersey Department of Labor's Center for Occupational Employment Information and appear on the state's "Eligible Training Provider List". This is a general authorization Resolution since we cannot identify all training vendors our customers may choose to attend and new training vendors are continuously added to the State's Eligible Training Provider's List. Funding is from Workforce Innovation and Opportunity Act and Work First NJ funds. We anticipate spending a maximum of \$600,000.00 during each year of this two year contract (July 1, 2015 thru June 30, 2016 and July 1, 2016 thru June 30, 2017) dependent upon available funding. The maximum amount of training dollars per client is \$4,000.00.

C-4 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: AMENDMENT TO THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN, CRYSTAL LAKES SEWER SERVICE AREA EXPANSION, MONROE TOWNSHIP, NEW JERSEY.

This Resolution will consent to an amendment to the Water Quality Management (WQM) Plan, entitled "Amendment to the Tri-County Water Quality Management Plan, Crystal Lakes Sewer Service Area Expansion, Monroe Municipal Utilities Authority, Monroe Township, Gloucester County, New Jersey," in accordance with N.J.A.C. 7:15-3.4. A Public Notice appeared in the New Jersey Register on February 19,

2015 (see attached). The New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; this Resolution of consent, which is required to be submitted to the NJDEP before June 15, 2015, in addition to the previously published Public Notice will meet the NJDEP requirements for the development of wastewater facilities.

C-5 RESOLUTION AWARDING CONTRACTS TO CRAIG TESTING LABORATORIES, INC., PENNONI ASSOCIATES, INC., AND FRENCH & PARRELLO ASSOCIATES, PA, IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT FROM JUNE 11, 2015 TO JUNE 10, 2016.

This Resolution will authorize Professional Services Contracts for the County Engineering Department with (1) Craig Testing Laboratories, Inc., 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330; (2) Pennoni Associates Inc., 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035; and (3) French and Parrello Associates, PA, 1800 Route 34, Suite 101, Wall NJ 07719, as per RFP-014-024 for "County Wide Material Testing and Inspection of Concrete, Asphalt & Soils," Engineering Project #15-04, for a period of one (1) year in an amount not to exceed \$30,000.00 per contract year, from June 11, 2015 to June 10, 2016 for each testing company. These services are required to test materials for compliance to New Jersey Department of Transportation (NJDOT) and supplemental specifications. Testing is required to receive federal and state funding for road and bridge construction and is a reimbursable expense.

C-6 RESOLUTION AUTHORIZING ACCESS TO THE GLOUCESTER COUNTY UTILITIES AUTHORITY FOR PROPOSED WORK ON THE GCUA TRUNKLINE.

This Resolution authorizes a Temporary Construction and Access Easement Agreement so that the Gloucester County Utilities Authority (GCUA) can complete slip-lining of Upper Mantua Interceptor at Lambs Road Project. This sewer main runs alongside Bethel Mill Lake and through James Atkinson Park.

C-7 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH R.E. PIERSON CONSTRUCTION COMPANY, INC., BY \$31,152.95.

This Resolution authorizes and approves a Contract Change Order Decrease #01-Final in the amount of \$31,152.95 for a total revised contract amount of \$310,467.38 between the County and R. E. Pierson Construction, Inc. (426 Swedesboro Road, Pilesgrove/PO Box 430, Woodstown, NJ 08098). Contract Change Order Decrease #01-Final reflects increases and decreases for final as-built quantities. The overall change order results in a project cost decrease for the Engineering Project "Construction of Hendrickson Mill Road Structure 4-E-6 over Little Timber Creek, Woolwich Township, Gloucester County," Engineering Project #13-01SA, (hereinafter the "Project"). This contract was awarded based upon bids that were publicly received and opened by the County for the Project on Thursday, November 13, 2014. R.E. Pierson Construction Company, Inc. was determined to be the lowest responsive and responsible bidder for the Project, for an original contract in the total amount of \$341,620.33. This project is Federally funded through FEMA.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF LOGAN ON APPROXIMATELY 18.02 ACRES OF FARM PROPERTY OWNED BY JOEL VIERECK, BRIANNA K. LYNN AND DAVID W. VIERECK, FOR \$162,180.00.

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan, known as Block 1004, Lot 4.02, owned by Joel Viereck, Brianna K. Lynn And David W. Viereck, 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 month. The acquisition of the said development rights is based on a certified value of \$9,000.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also 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 300 acres of previously preserved farmland. CAF #15-03689 has been obtained to certify funds.

E-2 RESOLUTION APPROVING A MANAGEMENT AND USE AGREEMENT FOR MAPLE RIDGE BY AND AMONG THE STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE COUNTY AND THE TOWNSHIP OF MANTUA.

This Resolution approves a Management and Use Agreement by and among the State of New Jersey Department of Environmental Protection, the County and the Township of Mantua for an initial five year term regarding the operation, management, monitoring and maintenance of Block 400, Lot 3 (also known as Lots 3, 10, 18 and 19) on the Official Tax Map of the Township of Deptford, and Block 173, Lot 4, on the Official Tax Map of the Township of Mantua.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AWARDING A CONTRACT TO CONSTELLATION/NEW ENERGY FOR CERTAIN ELECTRIC GENERATION SUPPLY SERVICE IN AN AMOUNT NOT TO EXCEED \$750,000.00 PER YEAR PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, FROM THE JUNE 2015 METER READING TO THE MAY 2017 METER READING.

On April 16, 2015 the South Jersey Power Cooperative, to which Gloucester County is a participant/member, received and opened publicly advertised bids for electric generation and supply. Constellation/New Energy was the lowest responsible bidder for Electric Generation Service at the rate of: (1) \$.08134 per KWH for PSE&G primary service accounts; and (2) \$.07367 per KWH for Atlantic City Electric facility accounts. Contract amount shall not exceed \$750,000 per year for the 24 month period from the June 2015 through May 2017 meter readings. (For clarity of impact to this County – the PSE&G Agreement includes the Justice Complex only; and the Atlantic City Electric Agreement does not include street lighting.)

F-2 RESOLUTION AMENDING A STATE CONTRACT WITH COMMERCIAL INTERIORS DIRECT, INC., TO INCREASE THE CONTRACT AMOUNT BY \$30,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$105,000.00.

A Resolution was previously adopted authorizing a contract with Commercial Interiors Direct, Inc., for the purchase of labor and materials for the installation of carpeting. Such purchase was made through the use of State Contract #A87155 from November 25, 2014 to November 24, 2015 in an amount not to exceed \$75,000.00. This Resolution will increase the contract amount by an amount not to exceed \$30,000.00 resulting in a new contract amount not to exceed \$105,000.00, due to the need for additional carpeting throughout buildings in the County, but particularly at the Division of Social Services building.

F-3 RESOLUTION AMENDING A CONTRACT WITH CUMBERLAND COUNTY FOR THE HOUSING OF GLOUCESTER COUNTY INMATES FROM JUNE 1, 2015 TO MAY 31, 2017.

This Resolution amends a contract with Cumberland County for the housing of Gloucester County adult inmates from June 1, 2015 to May 31, 2017 at a rate of \$83.00 per day per inmate for a minimum of 100 inmates for \$3,029,500.00 per year. All other terms and conditions remain in full force and effect. CAF #15-03215 has been obtained to certify funds in the amount of \$1,776,200.00, which encumbers funds from June 1, 2015 to December 31, 2015.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AMENDING A CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY \$4,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$208,700.00.

This Resolution authorizes an amendment to a contract presently in effect for the year 2015 with Maryville, Inc., for the provision of various addiction services such as adult inpatient detoxification, residential treatment, residential Mentally Ill Chemical Abuse treatment and Sober Living Environment for County residents, for an increase of \$4,000.00, resulting in a new contract amount not to exceed \$208,700.00. The reason for the amendment is the additional need for the various aforesaid services provided by Maryville, Inc.

G-2 RESOLUTION AMENDING A CONTRACT WITH VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC. TO DECREASE THE CONTRACT AMOUNT BY \$4,000.00, RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$5,500.00.

This Resolution authorizes an amendment to a contract presently in effect with Volunteers of America, Delaware Valley, Inc., for the provision of various addiction services such as adult inpatient detoxification, residential treatment and aftercare/discharge planning placement to Sober Living Environment for Gloucester County residents, for a decrease of \$4,000.00 for an amount not to exceed \$5,500.00. The reason for the amendment is a decrease in the projected cliental for the 2015.

G-3 RESOLUTION AUTHORIZING A CONTRACT WITH ACRO SERVICE CORPORATION FROM MAY 20, 2015 TO DECEMBER 31, 2015 THROUGH STATE CONTRACT #A83534 FOR \$60,000.00.

This Resolution authorizes a short-term contract, via State Contract #83534, with Acro Service Corporation for data entry services needed to input and process Family Care and Medicaid/Affordable Care Act renewals and applications. The term of the agreement is May 20, 2015 to December 31, 2015, for \$60,000.00. CAF #15-03781 has been obtained to certify funds.

Old Business

New Business

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

Adjournment

MINUTES

7:00 p.m. Wednesday, May 6, 2015

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	
Jefferson	X	
Damminger	X	

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

Changes to the Agenda - Changes in the dates for G-1

Approval of the regular meeting minutes from April 15, 2015 and closed session minutes from March 18, 2015 and budget closed session minutes from March 8, 2015.

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

Comments: N/A

49194 Proclamation recognizing Katelyn Darrow, Founder of Angels of God, for making and delivering more than 500 Easter basket to local children and teenagers in need (Jefferson) (to be presented)

49195 Proclamations recognizing recipients of the ARC Gloucester Awards (Jefferson) (previously presented)

49196 Proclamation honoring Jackie Love at the Dedication Ceremony of the Jackie Love Community Park (DiMarco) (to be presented at a later date)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

49197 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS PERSONNEL MATTERS.

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

Comments: N/A

49198 RESOLUTION AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (COUNTY CAPITAL PROGRAM), SERIES 2015, IN ONE OR MORE SERIES, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

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

Comments: N/A

49199 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

49200 RESOLUTION AUTHORIZING A CONTRACT WITH ABC MAILERS, INC., FOR SERVICES IN THE MAILING OF SAMPLE BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS, FROM MAY 6, 2015 TO MAY 5, 2016, IN AN AMOUNT NOT TO EXCEED \$38,000.00.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

49201 RESOLUTION AWARDED A CONTRACT TO THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY TO PROVIDE SUMMER EMPLOYMENT SERVICES FOR "AT RISK" YOUTH FROM APRIL 1, 2015 TO SEPTEMBER 30, 2015 IN AN AMOUNT NOT TO EXCEED \$102,495.00.

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

Comments: N/A

49202 RESOLUTION AUTHORIZING JURISDICTIONAL AGREEMENT #4759 BETWEEN THE COUNTY OF GLOUCESTER, THE STATE OF NEW JERSEY AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY REGARDING A PART OF ROUTE U.S. 130.

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

Comments: N/A

49203 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH SOUTH STATE, INC., BY \$349.57.

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

Comments: N/A

49204 RESOLUTION TO CONTRACT WITH SOUTH STATE, INC. FOR RESURFACING AND SAFETY IMPROVEMENTS TO COUNTY ROUTE 557 IN THE TOWNSHIP OF FRANKLIN FOR \$1,609,796.58.

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

Comments: N/A

49205 RESOLUTION TO CONTRACT WITH JPC GROUP, INC. FOR BRIDGE REHABILITATION & MAINTENANCE THROUGHOUT THE COUNTY OF GLOUCESTER FOR \$2,077,107.40.

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

49206 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS BETWEEN THE COUNTY OF GLOUCESTER AND MUNICIPALITIES OF DEPTFORD, MANTUA, GLASSBORO, CLAYTON, WOODBURY AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY TO PROVIDE FAMILY ENTERTAINMENT AT VARIOUS LOCATIONS.

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

Comments: N/A

49207 RESOLUTION TO CONTRACT WITH RON JAWORSKI'S RIVERWINDS GOLF & TENNIS CLUB TO DEVELOP AND IMPLEMENT TENNIS CLINICS FROM MAY 6, 2015 TO MAY 5, 2016 AT NO COST TO THE COUNTY.

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

Comments: N/A

49208 RESOLUTION TO CONTRACT WITH BIRDIES & PARS, LLC T/A BIG SWING GOLF CENTER TO AFFILIATE THE COUNTY WITH A DRIVING RANGE FROM MAY 6, 2015 TO MAY 5, 2016 AT NO COST TO THE COUNTY.

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

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

FREEHOLDER CHRISTY
FREEHOLDER DIMARCO

49209 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE GLOUCESTER COUNTY CLICK IT OR TICKET PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY FROM MAY 1, 2016 TO JUNE 30, 2016 FOR \$40,000.00.

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

Comments: N/A

49210 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT & SATURATION PATROL PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 FOR \$130,000.00.

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

Comments: N/A

49211 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE FOR THE COMPREHENSIVE TRAFFIC SAFETY PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 FOR \$47,450.00.

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

Comments: N/A

49212 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR PEDESTRIAN SAFETY AND EXECUTION PROGRAM GRANT THROUGH THE NJ DIVISION OF HIGHWAY TRAFFIC SAFETY FROM JULY 1, 2015 TO JUNE 30, 2016 FOR \$30,000.00.

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

Comments: N/A

49213 RESOLUTION AUTHORIZING AN APPLICATION TO THE N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE FY2016 CHILD PASSENGER SAFETY EDUCATION GRANT FOR \$12,000.00.

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

Comments: N/A

49214 RESOLUTION AUTHORIZING AN APPLICATION TO THE US BUREAU OF JUSTICE FOR THE FY2015 BULLETPROOF VEST PARTNERSHIP BODY ARMOR SAFETY INITIATIVE GRANT IN AN AMOUNT TO BE DETERMINED.

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

Comments: N/A

49215 RESOLUTION EXTENDING A CONTRACT WITH BURLINGTON COUNTY FOR THE HOUSING OF GLOUCESTER COUNTY INMATES FROM JUNE 1, 2015 TO MAY 31, 2017 FOR \$911,340.00 PER YEAR.

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

Comments: N/A

49216 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY FOR REGIONALIZED JUVENILE DETENTION.

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

Comments: N/A

49217 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY FOR ADULT FEMALE INMATE HOUSING.

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

Comments: N/A

49218 RESOLUTION EXTENDING A CONTRACT WITH ESSEX COUNTY FOR THE HOUSING OF GLOUCESTER COUNTY INMATES FROM JUNE 1, 2015 TO MAY 31, 2017 IN AN AMOUNT NOT TO EXCEED \$788,400.00 PER YEAR.

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

49219 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH FOR RENEWAL OF THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FROM JULY 1, 2015 TO JUNE 30, 2016 IN THE AMOUNT OF \$170,064.00.

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

Comments: N/A

49220 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$1,800.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$53,100.00

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

Comments: N/A

49221 RESOLUTION AUTHORIZING THE APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY IN ACCORDANCE WITH N.J.S.A. 30:1-12 AND N.J.A.C. 10:8-1.1 IN AN AMOUNT NOT TO EXCEED \$350,000.00.

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

Comments: N/A

49222 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2015 TO JUNE 30, 2016.

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

Comments: Lee Lucas, Gibbstown, had question regarding resolution C-5 and the extent of bridge repairs. He also asked about the status of bridge repairs in Harrison Twp.

CLOSE

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

Comments: N/A

Adjournment 8:00 PM

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

Comments: N/A

PI

Gloucester County

Board of Chosen Freeholders
Proclamation

~ In Honor Of ~
Kiara Lester

**NJ.com's Tri-County Conference Athlete of the Year for 2014-2015
& South Jersey Times Girls Indoor Track Athlete of the Year**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Kiara Lester**, a Junior at Deptford Township High School on the achievements she has made as a member of the "Deptford Spartan Track Team"; and

WHEREAS, **Kiara's** competitive nature can be traced back to her childhood, when she would line up with the boys in relay races in front of her grandmother's house and always won. At the age of 8, **Kiara** joined an AAU team and her experiences there, included competing in the 2010 Junior Olympics in Houston, helped develop her into the athlete she is today; and

WHEREAS, at the NJSIAA Girls Track and Field Meet of Champions in Toms River, New Jersey on February 21, 2015, **Kiara Lester** tried for the 55/200 double and came away with a victory in the 200 meter dash in 25.18, the fourth fastest time in the state this season. Less than ten minutes later and after the completion of the 200 meter dash, **Kiara** placed third in the 55 dash in 7.27; and

WHEREAS, **Kiara Lester** was a triple winner at both the South Jersey, Group 2 and State Group 2 Championships. At the State Group 2 Meet, **Kiara** won the 55 dash in a personal best of 7.21, the second fastest time in the state this season, was first in the 400 in 57.41, number six in the state this season and anchored the winning 4X400; and

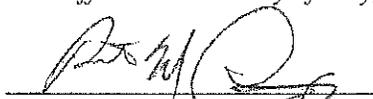
WHEREAS, at the West Deptford Relays held on April 11, 2015, **Kiara** participated in the Long Jump and won the "Most Valuable Jumper Award", having the longest jump in Division 2 with a leap of 15'11"; and

WHEREAS, at the Woodbury Relays held on April 18, 2015, **Kiara** received the "Kathy Shields Memorial Most Valuable Girls Athlete Award"; and

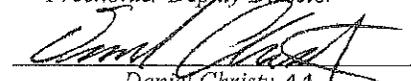
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and congratulate **Kiara Lester** on being named as NJ.com's Tri-County Conference Athlete of the Year for 2014-2015 and the South Jersey Times Girls Indoor Track Athlete of the Year.

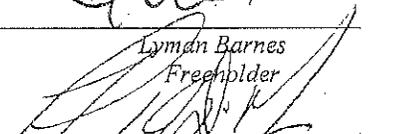
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of May, 2015.

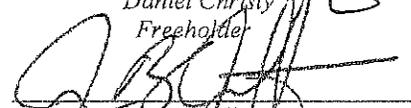

Giuseppe (Joe) Chila
Freeholder Deputy Director


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest:

Robert N. DiLella, Clerk of the Board

P2

**In Recognition Of
Paulsboro High School Boys Basketball Team "Red Raiders"
2014-2015 South Jersey Times Basketball Team of the Year**

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor the **Paulsboro High School Basketball Team "Red Raiders"** on winning the NJSIAA Group 1 Sectional and the NJSIAA Group 1 State Championship; and

WHEREAS, the **Paulsboro High School Basketball Team "Red Raiders"** achieved an overall record of 31 wins and 3 losses throughout the season and were victorious in the Championship game against Newark University High School, 78-48 for their first State Championship since 1996; and

WHEREAS, the **Paulsboro High School Basketball Team "Red Raiders"** were recognized as *South Jersey Times Boys Basketball Team of the Year* for 2014-2015; and

WHEREAS, the members of the 2014-2015 **Paulsboro High School Basketball Team "Red Raiders"** are: **Curtis Adams, DeShaun Burgess, Eric Diaz, Nate DuBois, Shawn Ferrell, Brandon Hamilton, Dehron Holloway, Theo Holloway, Kyle Jones, Tyrique King, Saleem Little, Matt Pettinichio, John Pellegrini, Steven Priest, Cherron Quarles, Antwyon Wallace and DeVon Williams**; and

WHEREAS, under the capable guidance of Head Coach, **Sean Collins**, Assistant Coach, **Joe Dreger**, Volunteer Coaches, **Ted Little** and **Mark Clark**, these exceptional athletes have demonstrated the finest qualities of true champions; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons **do hereby honor and recognize Paulsboro High School Basketball Team "Red Raiders" for their outstanding performance during their 2014-2015 season.**

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 20th day of May, 2015.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**RECOGNIZING
BOTTO'S ITALIAN SAUSAGE
ON CELEBRATING 50 YEARS IN BUSINESS
1965- 2015**

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Botto's Italian Sausage on celebrating 50 years in business in the County of Gloucester; and

WHEREAS, Botto's Italian Sausage began in 1965 when Robert Botto, Sr. purchased C.W. Brown, Co., a sausage making company that had operated at the same site since 1887. Botto developed his own flavor of Italian sweet and hot sausage, working tirelessly at building the sales and distribution of the Botto brand sausage in many retail stores in South Jersey. He added other products such as meatballs, beef & sausage patties, Philly steaks and tomato sauce, while his wife Catherine managed the day to day operations of their retail grocery store; and

WHEREAS, the Botto family grew during their years in business, with Robert and his wife Catherine having four sons, Vincent, Robert Jr., Domenic and Enrico. The Botto family opened an Italian restaurant in 1998 and their small grocery store grew into a fully stocked Italian market that carries unique and authentic Italian products. In 2007, Robert Sr. passed away, but left a legacy of strong and successful sons who continue to take the Botto Italian Sausage brand forward and continuing to grow the Botto's Italian Line restaurant and adjoining market; and

WHEREAS, Botto's has continued to distinguish itself under the leadership of Robert and Catherine's four sons, promoting the production of the highest quality products, developing new and exciting products full of flavor, conveyance and cost effectiveness. Working together as a family, Vincent, Robert, Jr., Dominic, Enrico, and their children will continue Botto's Italian Sausage throughout future generations; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Dammingier, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Botto's Italian Sausage on celebrating 50 years in business.

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 20th day of May, 2015.

*Robert M. Dammingier
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Daniel Christy
Freeholder*

*Frank J. DiMarco
Freeholder*

*James B. Jefferson
Freeholder*

*Heather Simmons
Freeholder*

ATTEST: _____
Robert N. DiLella, Clerk

A 1

RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF COLUMBIA GAS TRANSMISSION, LLC v. 2.510 ACRES OF LAND IN THE BOROUGH OF SWEDESBORO, GLOUCESTER COUNTY, NEW JERSEY, GARY STECHER, FEE OWNER, AND THE COUNTY OF GLOUCESTER

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

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

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

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

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on May 20, 2015.
2. The general nature of the subject to be discussed at said closed meeting shall be the status of the litigation matter as entitled above.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the item which is the subject of the closed session discussion is resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AZ

COUNTY OF GLOUCESTER, NEW JERSEY

RESOLUTION ____

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$4,301,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2015; AND (ii) \$3,200,000 OF ITS COUNTY COLLEGE BONDS, SERIES 2015; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS

BACKGROUND

WHEREAS, pursuant to the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), the Board of Chosen Freeholders ("Board") of the County of Gloucester, New Jersey ("County"), has, pursuant to bond ordinance 49164, duly and finally adopted by the Board and published in accordance with the requirements of Local Bond Law ("Bond Ordinance"), authorized the issuance of general obligation bonds or bond anticipation notes of the County to finance the costs of the capital improvements and equipment set forth in and authorized by the Bond Ordinance, all as more particularly described in Exhibit "A", attached hereto and made a part hereof; and

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

WHEREAS, it is the desire of the County to issue its general obligation bonds in the aggregate principal amount of up to \$4,301,000, the proceeds of which will be used to: (i) permanently finance the costs of the capital improvements and equipment for which obligations have been authorized, but not issued; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "2015 County Project"); and

WHEREAS, it is the desire of the County to issue its county college bonds in the aggregate principal amount of up to \$3,200,000, as further described in Exhibit "A", the proceeds of which will be used to: (i) pay a portion of the costs of certain capital improvements, on behalf of the Gloucester County College, for which obligations have been authorized, but not issued; and (ii) pay certain costs and expenses related to the issuance and sale of such bonds (collectively, the "2015 Chapter 12 Project").

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

Section 1. Pursuant to the Local Bond Law and the Bond Ordinance, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, General Obligation Bonds, Series 2015", in an aggregate principal amount of up to \$4,301,000 for the 2015 County Project, is hereby authorized and approved ("2015 County Bonds").

Section 2. The 2015 County Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2016	\$371,000	2021	\$435,000
2017	400,000	2022	445,000
2018	405,000	2023	455,000
2019	415,000	2024	470,000
2020	425,000	2025	480,000

Section 3. The term of the 2015 County Bonds is equal to or less than the average period of usefulness of the 2015 County Project being financed through the issuance of the 2015 County Bonds. Interest on the 2015 County Bonds shall be payable initially on March 1, 2016 and semi-annually thereafter on September 1 and March 1 in each year until maturity (each an "Interest Payment Date"). The 2015 County Bonds shall not be subject to redemption prior to their stated maturity dates.

Section 4. Pursuant to the Local Bond Law and the Bond Ordinance, the issuance and sale of negotiable general obligation bonds of the County, to be designated substantially, "County of Gloucester, New Jersey, County College Bonds (Chapter 12), Series 2015", in an aggregate principal amount of up to \$3,200,000 for the 2015 Chapter 12 Project, is hereby authorized and approved ("2015 Chapter 12 Bonds", and together with the 2015 County Bonds, the "Bonds").

Section 5. The 2015 Chapter 12 Bonds shall be dated their date of delivery and shall mature on March 1 in the following years and amounts.

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2016	\$180,000	2024	\$215,000
2017	185,000	2025	220,000
2018	190,000	2026	230,000
2019	190,000	2027	235,000
2020	195,000	2028	240,000
2021	200,000	2029	250,000
2022	205,000	2030	255,000
2023	210,000		

Section 6. The term of the 2015 Chapter 12 Bonds is equal to or less than the average period of usefulness of the 2015 Chapter 12 Project being financed through the issuance of the 2015 Chapter 12 Bonds. Interest on the 2015 Chapter 12 Bonds shall be payable initially on March 1, 2016 and semi-annually thereafter on September 1 and March 1 in each year until maturity. The 2015 Chapter 12 Bonds shall not be subject to redemption prior to their stated maturity dates.

Section 7. The County Treasurer is hereby authorized to revise the maturity schedules set forth above with respect to each series of the Bonds if, in the opinion of the professional advisors to the County, market conditions so warrant, all in accordance with the Local Bond Law. If any of the maturity schedules set forth above are revised, the County Treasurer is hereby authorized to revise: (i) the maturity dates for the payment of the principal of that series of Bonds; and (ii) the dates upon which the payment of interest on that series of Bonds shall be made, all in accordance with the Local Bond Law.

Section 8. The Bonds will be issued in fully registered book-entry only form. One certificate shall be issued for the aggregate principal amount of each of the 2015 County Bonds and the 2015 Chapter 12 Bonds maturing in each year. Both the principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository ("Securities Depository"). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 through book-entries made on the books and the records of DTC and its participants. The principal of and interest on the Bonds will be paid to DTC by the County on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of DTC as listed on the records of DTC as of the fifteenth (15th) day of

the calendar month next preceding an Interest Payment Date (each a "Record Date"). The Bonds will be executed on behalf of the County by the manual or facsimile signatures of the Director of the Board and County Treasurer, attested by the Clerk of the Board or the County Administrator (such execution shall constitute conclusive approval by the County of the form of the Bonds), and shall bear the affixed, imprinted or reproduced seal of the County thereon.

Section 9. The County is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary in order to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

Section 10. In the event that DTC may determine to discontinue providing its service with respect to the Bonds or is removed by the County and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to registered bonds in denominations of \$5,000, or any integral multiple thereof ("Registered Bonds"). The beneficial owner under the book-entry system, upon registration of the Bonds held in beneficial owner's name, will become the registered owner of the Registered Bonds. The County shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 11. The preparation of one or more preliminary official statements (each a "Preliminary Official Statement") relating to each series of the Bonds, and the distribution (by physical and/or electronic means) of said Preliminary Official Statement(s) to prospective purchasers of the Bonds and others having an interest therein, are hereby severally authorized and directed. The Director of the Board and the County Treasurer are each hereby authorized to deem such Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12").

Section 12. The County Treasurer is hereby authorized to solicit proposals for and engage the services of one or more qualified firms to provide printing, electronic and/or physical dissemination of the Preliminary Official Statement(s) and final Official Statement(s) (as defined below) ("Printer"), pursuant to the Local Bond Law and the regulations promulgated thereunder. The County Treasurer is hereby authorized to enter into one or more agreements for the services to be provided.

Section 13. Pursuant to *N.J.S.A.* 40A:2-34, the County Treasurer is hereby authorized and directed to sell and award each series of the Bonds at one or more public sales. Each public sale of the Bonds shall be in accordance with the provisions of *N.J.S.A.* 40A:2-27, 30 and 32, and the advertised terms of such public sale. If necessary or desirable, the County Treasurer is hereby authorized to postpone, from time to time, the date and time established for receipt of bids for the sale of the Bonds in accordance with the Local Bond Law. If any date fixed for receipt of bids and the sale of the Bonds is postponed, the County Treasurer is hereby authorized to announce an alternative sale date at least forty-eight (48) hours prior to such alternative sale date. The County Treasurer is hereby authorized and directed to cause a summary notice of sale and a notice of sale for each series of the Bonds to be prepared and published in accordance with *N.J.S.A.* 40A:2-30 and 31. At the next meeting of the Board after the sale and award of the Bonds, the County Treasurer shall report, in writing, to the Board the principal amount, the rate or rates of interest, the maturity dates, the dates upon which interest on the Bonds shall be paid, the price and the purchaser or purchasers of the Bonds.

Section 14. The utilization of i-Deal LLC, New York, New York, to provide electronic bidding services to the County in connection with the competitive sale of the Bonds ("Bidding Agent") through the use of the Bidding Agent's BiDCOMP®/Parity® auction system, pursuant to the Local Bond Law and the regulations promulgated thereunder, is hereby authorized, approved, ratified and confirmed.

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

Section 16. The Bonds shall be general obligations of the County. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds and, to the extent payment is not otherwise provided, the County shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof. The 2015 Chapter 12 Bonds are also entitled to the benefits of the provisions of the County College Bond Act, P.L., 1971 c. 12, *N.J.S.A. 18A:64A-22.1 et seq.*

Section 17. In order to assist the underwriters of the Bonds in complying with the secondary market disclosure requirements of Rule 15c2-12, the Director of the Board and County Treasurer are each hereby severally authorized to execute on behalf of the County before the issuance of the Bonds one or more agreements providing for the preparation and filing of the necessary reports in accordance with Rule 15c2-12. The County Treasurer is hereby authorized to engage the services of a qualified firm to serve as dissemination agent under said agreements.

Section 18. The County hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 19. The County hereby covenants as follows: (i) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 20. To the extent not otherwise exempt, the County hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

Section 21. Application to Moody's Investors Service and/or Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, for a rating and/or ratings on each series of the Bonds and the furnishing of certain information concerning the County and the Bonds for the purpose of qualifying the Bonds for municipal bond insurance, is hereby authorized, ratified, confirmed and approved.

Section 22. All actions heretofore taken and documents prepared or executed by or on behalf of the County by the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, County Administrator, other County officials or by the County's professional advisors, in connection with the issuance and sale of the Bonds are hereby ratified, confirmed, approved and adopted.

Section 23. The Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board, and County Administrator are each hereby authorized to determine all matters and execute all documents and instruments in connection with the Bonds not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinance, or by this or any subsequent resolution, and the signature of the Director of the Board, Deputy Director of the Board, County Treasurer, Clerk of the Board or County Administrator on such documents or instruments shall be conclusive as to such determinations.

Section 24. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 25. This resolution shall take effect immediately upon adoption this 20th day of May, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Exhibit "A"

2015 County Bonds

Ordinance No. and Section	Purpose/Improvement	Bonds to be Issued
49164-7B	Reconstruction and/or Renovation to various County Parks	\$61,500
49164-7C	Reconstruction and/or Renovation to various County Buildings	802,500
49164-7D	Construction, Reconstruction and/or Repair to various County Roadways	1,453,500
49164-7E	Construction, Reconstruction and/or Repair of various Intersections in the County	95,000
49164-7G	Acquisition of Computer and Phone Equipment	373,000
49164-7H	Acquisition of Communications Systems and Equipment	931,000
49164-7I	Acquisition of Emergency Medical Services Equipment	237,000
49164-7J	Acquisition of Heavy Equipment	347,500
	Total	\$4,301,000

2015 Chapter 12 Bonds

Ordinance No. and Section	Purpose/Improvement	Bonds to be Issued
49164-7A	Reconstruction and/or Renovation to various Gloucester County College Buildings	\$3,200,000

A3

RESOLUTION AUTHORIZING FILING OF LITIGATION TO RECOVER THE COUNTY'S WORKER'S COMPENSATION LIEN FOR BENEFITS PAID

WHEREAS, the Petitioner, a County employee, filed a claim against the County of Gloucester with the New Jersey Department of Labor, Division of Worker's Compensation, and the parties previously reached a resolution of the worker's compensation matter, Claim Petition No. 2010-18727 ; and

WHEREAS, the worker's compensation claim resulted from a work-related motor vehicle accident which occurred on July 14, 2010; and

WHEREAS, also filed a civil suit in the matter in the Superior Court of New Jersey, which matter was settled with significant monetary compensation; and

WHEREAS, in accordance with N.J.S.A. §34:15-40 the County has been seeking reimbursement as to its worker's compensation lien for benefits paid to an employee (approximately \$88,406.09 for 2/3 of the medical and IND, less \$750 for fees); and

WHEREAS, all efforts on behalf of Capehart Scatchard have been unsuccessful, and it is has become necessary to institute suit in order to compel reimbursement as to the lien, which is held in escrow by Joel R. Rosenberg, Esquire of Stark & Stark, PC, attorney for an employee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby authorizes the institute of litigation to recover the County's worker's compensation lien for benefits paid pursuant to Claim Petition No. 2010-18727; and

BE IT FURTHER RESOLVED that the appropriate legal representative for the County is hereby authorized to execute all documents as shall be necessary to institute suit for the purposes set forth hereinabove.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A4

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 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 2015 as follows:

- (1) The sum of **\$40,000.00**, which item is now available as a revenue from the State of New Jersey, Division of Highway Traffic Safety Click It or Ticket, to be appropriated under the caption of the State of New Jersey, Division of Highway Traffic Safety Click It or Ticket - *Other Expenses*;
- (2) The sum of **\$200,000.00**, which item is now available as a revenue from the New Jersey Transit Corporation New Freedom, to be appropriated under the caption of the New Jersey Transit Corporation New Freedom - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A 5

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MAY 2015**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending May 15, 2015; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending May 15, 2015.

NOW, THEREFORE, BE IT RESOLVED that the County's Bill List for the period ending May 15, 2015, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending May 15, 2015, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-6

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF
LITIGATION IN COLUMBIA GAS TRANSMISSION, LLC v. 2.510 ACRES OF LAND
IN THE BOROUGH OF SWEDESBORO, GLOUCESTER COUNTY, NEW JERSEY,
GARY STECHER, FEE OWNER, AND THE COUNTY OF GLOUCESTER,
CONCERNING BLOCK 45, LOT 10**

WHEREAS, this matter stems from a condemnation action filed by Plaintiff, Columbia Gas Transmission, LLC in United States District Court for the District of New Jersey on January 12, 2015 against the subject property for a 2.510 acre portion (2.587 with temporary construction easement) of Block 45, Lot 10, Swedesboro (Woolwich Twp) under Docket Number 15-212; and

WHEREAS, the fee owner of the property is Gary Stecher, and the County of Gloucester purchased the development rights on the property for farmland preservation on August 1, 2013 by way of a Deed of Easement; and

WHEREAS, Columbia Gas Transmission, LLC filed with the Federal Energy Regulatory Commission on November 1, 2013 seeking a Certificate of Public Necessity. The Certificate of Public Necessity was granted on December 18, 2014 under Docket number CP14-17-000. Columbia Gas Transmission, LLC then filed a Complaint and Order to Show Cause seeking condemnation of the above acreage and immediate possession pursuant to the Certificate of Public Necessity and the Natural Gas Act, 15 U.S.C. 717f(h) to construct, operate and maintain a 20 inch diameter gas pipeline as part of the East Side Expansion Project; and

WHEREAS, the State Agricultural Development Committee and New Jersey Attorney General's Office has been consulted with respect to non-agricultural uses on preserved agriculture farm land; and it has been determined that this use is inconsistent with said Deed of Easements and therefore, condemnation is the appropriate avenue under the Natural Gas Act, 15 U.S.C. 717f(h); and

WHEREAS, Columbia Gas Transmission, LLC, obtained an appraisal by a State Certified Real Estate Appraiser dated June 25, 2014 to value a permanent right of way and easement, under and across a strip of land, totaling 2.510 acres, generally 25 feet in width, on defendant owner's lands identified as Lot 10 in Block 45 as shown on the official tax map of the Township of Woolwich (Swedesboro), County of Gloucester and State of New Jersey, said strip of land being designated as "Area of Permanent Easement" on Columbia Drawing No. NJ-GL-041.100BC.dwg, dated June 5, 2014; and

WHEREAS, the fair market value of the delineated portion cited above is valued at \$33,800.00 and said amount is posted with the United States District Court; and

WHEREAS, any proceeds of condemnation awards are to be shared according to paragraph 23 of the County of Gloucester's Deed of Easement recorded in DB 5106, Page 197, Gloucester County Clerk's Office, according to the following formula (\$4900 value of easement /\$9400 fair market value) with the County taking .5212 percent of the total award; and

WHEREAS, in order to resolve said litigation, outstanding claims, and compensate the fee owner and County of Gloucester, Columbia Gas Transmission has offered \$124,143.04 (including temporary construction easement) on April 9, 2015, for the permanent right of way and easement. The County's share in the permanent portion of 2.510 acres and the lineal footage in which the County has an interest under the Deed of Easement is .5212 percent of \$123,800.00 (permanent portion of award) or \$64,524.36; and

WHEREAS, it is in the best interest of the County to resolve said litigation and claims and the award fully compensates the County for its interest in the delineated portion of the property under the Deed of Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby approves and authorizes to resolve all legal claims in the litigation and accepts Columbia Gas Transmission, LLC's settlement offer of April 9, 2015; and

BE IT FURTHER RESOLVED that the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of any and all applicable documents they may be required; or in the alternative, that counsel on the County's behalf shall be authorized to sign the necessary legal documentation and paperwork to effectuate the settlement set forth.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Alc.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

WATSON, STEVENS, RUTTER & ROY, LLP
Christine A. Roy, Esq. (CR-3561)
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E-Mail: CRoy@watsonstevens.com
Attorneys for Plaintiff, Columbia Gas Transmission, LLC

COLUMBIA GAS TRANSMISSION, LLC, a
limited liability company of the State of
Delaware,

CIVIL ACTION
NO.

Plaintiff,

v.

2.510 Acres Of Land In The Borough of
Swedesboro, Gloucester County, New Jersey;
GARY STECHER, fee owner; THE COUNTY
OF GLOUCESTER; THE STATE OF NEW
JERSEY, BY THE SECRETARY OF THE
DEPARTMENT OF AGRICULTURE (State
Agriculture Development Committee),

**VERIFIED COMPLAINT IN
CONDEMNATION**

Defendants.

Plaintiff, Columbia Gas Transmission, LLC ("Columbia" or "Company"), a limited liability company of the State of Delaware, having an office located at 1700 MacCorkle Avenue SE, Charleston, West Virginia 25314, by way of verified complaint against the defendants, says:

BACKGROUND AND NATURE OF THE ACTION

1. The Plaintiff, Columbia, is a natural gas company within the meaning of the Natural Gas Act, 15 U.S.C., §717 et seq., (the "Natural Gas Act"). It owns and operates an interstate natural gas transmission system that transports an average of 3 billion cubic feet of natural gas per day through a nearly 12,000-mile pipeline network and 92 compressor

stations in 10 states, serving hundreds of communities. Columbia built its first pipeline through New Jersey over twenty-seven years ago. Columbia's customers include local gas distribution companies, energy marketers, electric power generating facilities and hundreds of industrial and commercial end users.

2. On November 1, 2013, pursuant to provisions of the Natural Gas Act, Columbia applied to the Federal Energy Regulatory Commission ("FERC") for a Certificate of Public Convenience and Necessity ("Certificate") that would authorize Columbia to construct, install, modify, operate, and maintain its East Side Expansion Project (the "Project").
3. The purpose of the Project is to provide 312,000 dekatherms per day (Dth/d) of firm natural gas transportation service to the growing mid-Atlantic markets, including distribution companies connected to Columbia's existing Hanover (Adams County, Pennsylvania) and West Deptford (Gloucester County, New Jersey) Laterals and power generation load growth on the West Deptford Lateral. Further, the Project will help meet the current and future demand for natural gas; provide access to new sources of domestic natural gas supply; and support the overall reliability of the energy infrastructure.
4. The property ("subject property") owned in fee by Gary Stecher ("defendant owner"), as more fully identified below, appears on the alignment sheets submitted to FERC along with the application.
5. Columbia's pipelines are generally located in corridors, of various widths, that may cross hundreds of individual properties between various Columbia fee-owned compressor station properties. With few exceptions, Columbia does not own its rights-of-way in fee, but holds easements for its sub-surface pipelines. While the fee owners of the various

properties are not allowed to locate structures on Columbia's rights-of-way, various surface uses, including farming, are permitted.

6. When a pipeline is "looped", the new pipeline is built to run parallel to an existing pipeline (or pipelines), and generally runs 25 feet on center from the existing pipeline. When Columbia applied to FERC for authority to build the 10345 Loop, it did so with the intent of constructing the new pipeline along its preferred alignment which largely runs parallel to its existing pipeline or to road rights of way.
7. For this expansion, Columbia will construct two new pipeline segments totaling approximately 19.1 miles that will loop (closely parallel) the existing pipeline system. One of the two new East Side Expansion Project segments is located in Pennsylvania (Chester County) and one segment is located in New Jersey (Gloucester County).
8. In addition to the two pipeline loop segments, Columbia also plans to abandon and replace compressor units at two existing compressor stations in Pike and Northampton Counties, Pennsylvania; modify two existing compressor stations in Chester County, Pennsylvania and Hartford County, Maryland; and modify three meter and regulation (M&R) stations, two in Bucks County, Pennsylvania and one in Orange County, New York as part of the Project.
9. Specifically, in New Jersey, the Project includes the construction of a 9.6 mile segment of 20-inch diameter pipeline generally paralleling Columbia's existing 16-inch diameter pipeline, crossing through the Townships of Logan and Woolwich in Gloucester County ("10345 Loop"). Where the 10345 Loop runs parallel to Columbia's existing line, Columbia will be expanding its existing right-of-way and generally acquiring an additional right-of-way and easement 25 feet in width.

10. However, because of residential development and wetlands in the area of the Project, Columbia cannot always co-locate new facilities with its existing facilities. In certain areas along the 10345 Loop the new pipeline will be offset a certain distance from the existing pipeline or pull away entirely from the existing pipeline. In these areas, Columbia will generally be acquiring a right-of-way and easement 50 feet in width.
11. In addition, the Project includes the placement of a pig launcher/receiver at the beginning and end of Loop 10345 and one mainline valve at milepost 4.2 on the Line 10345 Loop. A minor modification to the fence line at the start of the Line 10345 Loop will be needed to accommodate the new launcher/receiver.
12. On August 29, 2014, FERC issued an Environmental Assessment ("EA") for the Project. In the EA, the FERC staff addressed the environmental impacts of Columbia's Project. The FERC staff ultimately concluded in the EA that the Project will not result in any significant environmental impacts.
13. On December 18, 2014, FERC issued, in its Docket No. CP14-17-000, a Certificate authorizing Columbia to construct, operate, and maintain the East Side Expansion Project. In filing the application to obtain the FERC Certificate, Columbia was required to submit evidence of market need for the Project, which was demonstrated by the binding precedent agreements with shippers Cabot Oil & Gas Corporation, New Jersey Natural Gas Company, South Western Energy Services Company, South Jersey Gas Company, and South Jersey Resources Group, LLC for the entire capacity of the Project. The in-service date established in the agreement is September 2015.

ACQUISITION OF REQUIRED RIGHTS-OF-WAY

14. Columbia's Land Department has been working since 2012 to identify the individual

properties that would be impacted by the construction of the Project. Since 2013, Columbia's agents have been meeting with property owners in an attempt to obtain access to complete civil and environmental surveys for the Project and to purchase the easements required for the construction of the Project.

15. Columbia has obtained most of the easements needed for the construction of Loop 10345. Six (6) condemnation actions are now being filed with respect to the easements that Columbia has been unable to acquire. Several additional condemnation actions may be filed if negotiations, now nearing conclusion, are unsuccessful.
16. The subject property is located along the portion of Loop 10345 where the pipeline route does not parallel Columbia's existing pipeline.
17. Columbia seeks to acquire a permanent easement and right-of-way, 50 feet in width, on the subject property. Columbia is also acquiring, as temporary workspace, additional areas needed for the construction of the new pipeline. Columbia's rights in the areas outside its expanded permanent right-of-way will expire at the conclusion of construction and revert back to the landowners.
18. The Subject Property is also encumbered by an August 1, 2013 Deed of Easement with the Gloucester County Agriculture Development Board, which placed the Subject Property in Gloucester County's farmland preservation inventory, and conveyed the nonagricultural development rights to the Subject Property to the Gloucester County Agriculture Development Board.
19. Since the County owns all the development rights under the "Farmland Preservation" program, Columbia must also acquire the necessary easement rights across the Subject Property from the County. However, based upon information available to Columbia

there is no procedure in place by which it could obtain the County's consent.

20. Columbia, as the holder of the aforesaid Certificate, is specifically authorized and empowered by 15 U.S.C. §717f(h) of the Natural Gas Act to exercise the right of eminent domain to acquire the necessary rights-of-way and easements for the pipeline and appurtenant facilities described therein.
21. This action is brought for the purpose of acquiring, through eminent domain, both a permanent right-of-way and easement and temporary workspace across a property fully described below, in Woolwich Township, Gloucester County, New Jersey. Columbia has been unable to reach a negotiated agreement with the defendant owner as to the property rights it must acquire. Further, Columbia has been unable to reach a legally binding agreement with the County.

JURISDICTION AND VENUE

22. Jurisdiction and authority for the taking in this matter is based upon 15 U.S.C. §717 f (h). The amount of compensation claimed by the owner of the property exceeds \$3,000.00.
23. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) and pursuant to 15 U.S.C. §717 f (h) in that the property that is the subject of the action is situated in the District.

PARTIES

24. Plaintiff, Columbia, is a Delaware limited liability company with an office located at 1700 MacCorkle Avenue SE, Charleston, West Virginia 25314. The sole member of Columbia is Columbia Energy Group, a Delaware corporation with its principal place of business at 200 Civic Center Drive, Columbus, Ohio 43215. As set forth above, Columbia is an interstate natural gas company as defined by section 2(a) of the Natural Gas Act, and as such, is qualified to construct, own, operate and maintain pipelines for

the transmission of natural gas and its by-products. Columbia's authorization to transport natural gas in interstate commerce is granted and subject to the jurisdiction of the FERC.

25. Defendant, Gary Stecher, having an address of 1061 Township Line Road, Swedesboro, New Jersey 08085, is the fee owner of certain real property in the Borough of Swedesboro, County of Gloucester and State of New Jersey, also known and identified as Lot 10 in Block 45 as shown on the Official Tax Map of Woolwich Township, upon which Plaintiff seeks to acquire a permanent easement and temporary workspace, as described in detail below.
26. The County of Gloucester, a body politic and corporate organized under the laws of the State of New Jersey, having an address of 2 South Broad Street, Woodbury, New Jersey 08096, is the holder of a Deed of Easement, dated August 1, 2013, and recorded at the Gloucester County Clerk's Office in Deed Book 5106, beginning at page 197, conveying the non-agricultural development rights to the defendant owner's property to Gloucester County.
27. The State of New Jersey, by the Secretary of the Department of Agriculture (State Agriculture Development Committee), having offices at the Health and Agriculture Building, John Fitch Plaza, Trenton, New Jersey 08625, may (in theory) be entitled, under restricting paragraph 22 of the above-referenced Deed of Easement (recorded in Gloucester County Deed Book 5106, beginning at page 197), to a percentage share of any monies paid by the plaintiff condemning authority for the expanded easement that it seeks to acquire. Such percentage share, if any, would be based on the respective funding contributions of the County of Gloucester and the State Agriculture Development Committee, assuming that such entities entered into a cost-sharing grant agreement at the

time that the development rights for the subject premises were enrolled in the New Jersey Agriculture Retention and Development Program.

CAUSE OF ACTION

28. Plaintiff requires a permanent right-of-way and easement for the purposes of laying, constructing, operating, maintaining, repairing, altering, replacing and removing, from time to time, one 20-inch diameter pipeline with its appurtenant facilities for the transportation of natural gas upon, under and across a strip of land, totaling 2.510 acres, generally 25 feet in width, on defendant owners' lands identified as Lot 10 in Block 45 as shown on the Official Tax Map of the Township of Woolwich, County of Gloucester and State of New Jersey, said strip of land being designated as "Area of Permanent Easement" on Columbia Drawing No. NJ-GL-041.100BC.dwg, dated June 5, 2014 (two pages). A copy of said drawing is annexed hereto as Exhibit A.
29. Also, but only during the course of construction of the pipeline mentioned above, Plaintiff requires a temporary construction easement consisting of the right to enter upon, clear off and use for purposes of such construction additional lands totaling 2.567 acres, said lands being designated as "Area of T.W.S." (2.538 acres) and "Area of A.T.W.S." (0.029 acres), and will utilize lands totaling 0.134 acres, said lands being designated as "Area of T.W.S. Within Existing Easement" on Columbia Drawing No. NJ-GL-041.100BC.dwg.
30. After Plaintiff determined that it needed to acquire the right-of-way and easements described above, it attempted in good faith to reach a voluntary agreement with the defendant owners thereof for the rights required.
31. Plaintiff retained John Gillooly, MRICS, SCGRE, CTA and Matthew S. Krauser, CRE,

FRICS of Integra Realty Resources, Inc., Whippany, New Jersey for the purpose of making an appraisal of the fair market value of the property rights which it proposes to acquire. Mr. Gillooly wrote to the defendant owners on May 20, 2014, stating his intention to inspect the property and stating a preference, but not a requirement, that someone accompany Columbia's appraiser during the inspection. The defendant owner did respond to the letter but declined to accompany Mr. Gillooly on the inspection. Therefore, Mr. Gillooly inspected the property on-site without the defendant owner on June 20, 2014. Mr. Gillooly then prepared an appraisal that was given by Columbia to the defendant owner.

32. Columbia's appraiser prepared his appraisal using the Sales Comparison Approach in making his valuations. Under the Sales Comparison Approach, sales of comparable properties are analyzed in estimating value. The valuations were concerned with land value only, since the property rights which Plaintiff proposes to acquire affect only the land. A copy of the appraisal, dated July 10, 2014, is annexed hereto as Exhibit B.
33. Plaintiff, by its agents, at various times contacted both the defendant owner and the County for the purpose of negotiating the acquisition of the above-described right-of-way and easements. Plaintiff provided the defendant owner with copies of the appraisal.
34. Plaintiff's offer to purchase was made in writing to defendant owner, with copies sent to the County, by both certified mail (return receipt requested) and by regular mail, on December 22, 2014. Plaintiff offered to pay the amount of the appraisal, \$33,800.00, for the above-described right-of-way and easements which the Company must acquire. A copy of Exhibit A (drawing) and a copy of Exhibit B (appraisal) were either attached to or enclosed with the letter.

35. Plaintiff has been unable to acquire the above-described property rights through good faith negotiations and can wait no longer before filing this condemnation action.
36. Columbia, aware of the County's rights and interests in the Subject Property, contacted the County for the purpose of negotiating the acquisition of the above-described right-of-way and easement. Columbia provided the County with a copy of the Gillooly appraisal.
37. Columbia's easement shall be subject to the August 1, 2013 Deed of Easement held by the County, so long as the rights held by the County do not interfere with the construction, operation and maintenance, repairs, alteration, replacement or removal, from time to time, of the pipeline.
38. Due to State statutes that do not provide any procedures by which a federally-regulated pipeline may obtain easement rights across "preserved" farmland, Plaintiff has been unable to acquire the above-described property rights through good faith negotiations with the County.
39. Plaintiff does not propose to place any pipeline valves or any other above-ground appurtenances on the Subject Property. Plaintiff will, outside this condemnation action, restore the property of the defendant owner so that farming may continue, and shall reimburse the defendant owner for crop losses expected to be incurred due to interference with crops during construction.
40. The names, addresses and interests of the persons or entities appearing of record to have any interest in the subject property, and the names of such persons or entities claiming any interest therein, are set forth under "PARTIES" at paragraphs 25-27 above.

WHEREFORE, Plaintiff, Columbia Gas Transmission, LLC, demands judgment against defendant owner Gary Stecher; the County of Gloucester; and the State of New Jersey, by the

Secretary of the Department of Agriculture (State Agriculture Development Committee) as follows:

- (a) Determining that Columbia is duly vested with and has duly exercised its authority to acquire the property rights being condemned;
- (b) Granting Columbia's application for an Order of Condemnation of the easements condemned;
- (c) Determining that Columbia, upon payment of the estimated compensation into Court, is entitled, under the equitable powers of the Court, to an order for immediate possession of the property rights being condemned so as to allow the construction of the pipeline on defendant owners' property to begin by no later than February 1, 2015;
- (d) Ordering that Columbia deposit the amount of estimated compensation into the Court's Registry pursuant to L. Civ. R. 67.1(a);
- (e) Granting Columbia's request for a trial for the purpose of determining just compensation pursuant to Rule 71.1(h);
- (f) Entering judgment transferring title of the easements condemned to Columbia; and
- (g) For such other relief as may be lawful and proper.

WATSON, STEVENS, RUTTER, & ROY, LLP
Attorneys for Plaintiff, Columbia Gas Transmission,
LLC

Dated: January 12, 2015

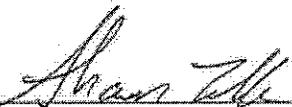
By: 
CHRISTINE A. ROY

VERIFICATION

STATE OF *Kentucky* :
COUNTY OF *Clark* : SS

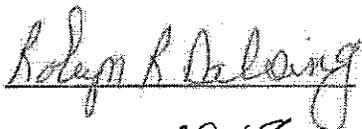
Shawn Tolle, of full age, being duly sworn according to law, on his oath, deposes and says:

1. I am the Manager, Land Projects for Columbia Gas Transmission, LLC assigned to the States of New Jersey and Pennsylvania, and am its duly authorized agent in this behalf.
2. I am the person responsible for supervising the Company's efforts to acquire the easements needed to construct the East Side Expansion Project.
3. I have read the foregoing Verified Complaint and am familiar with its contents.
4. The matters and statements set forth in the said complaint are true to the best of my knowledge and belief.
5. The matters in controversy in this action are not the subject to any other action pending in any court and no other action is contemplated.
6. I am not aware of any additional party who should be joined in this action.



SHAWN TOLLE

Sworn to and subscribed to
Before me this 9th day of
January, 2015.


1-28-15

Columbia Gas Transmission, LLC

v.

2.510 Acres Of Land In The Borough of Swedesboro, Gloucester County, New Jersey, et al.

Exhibit A to Complaint

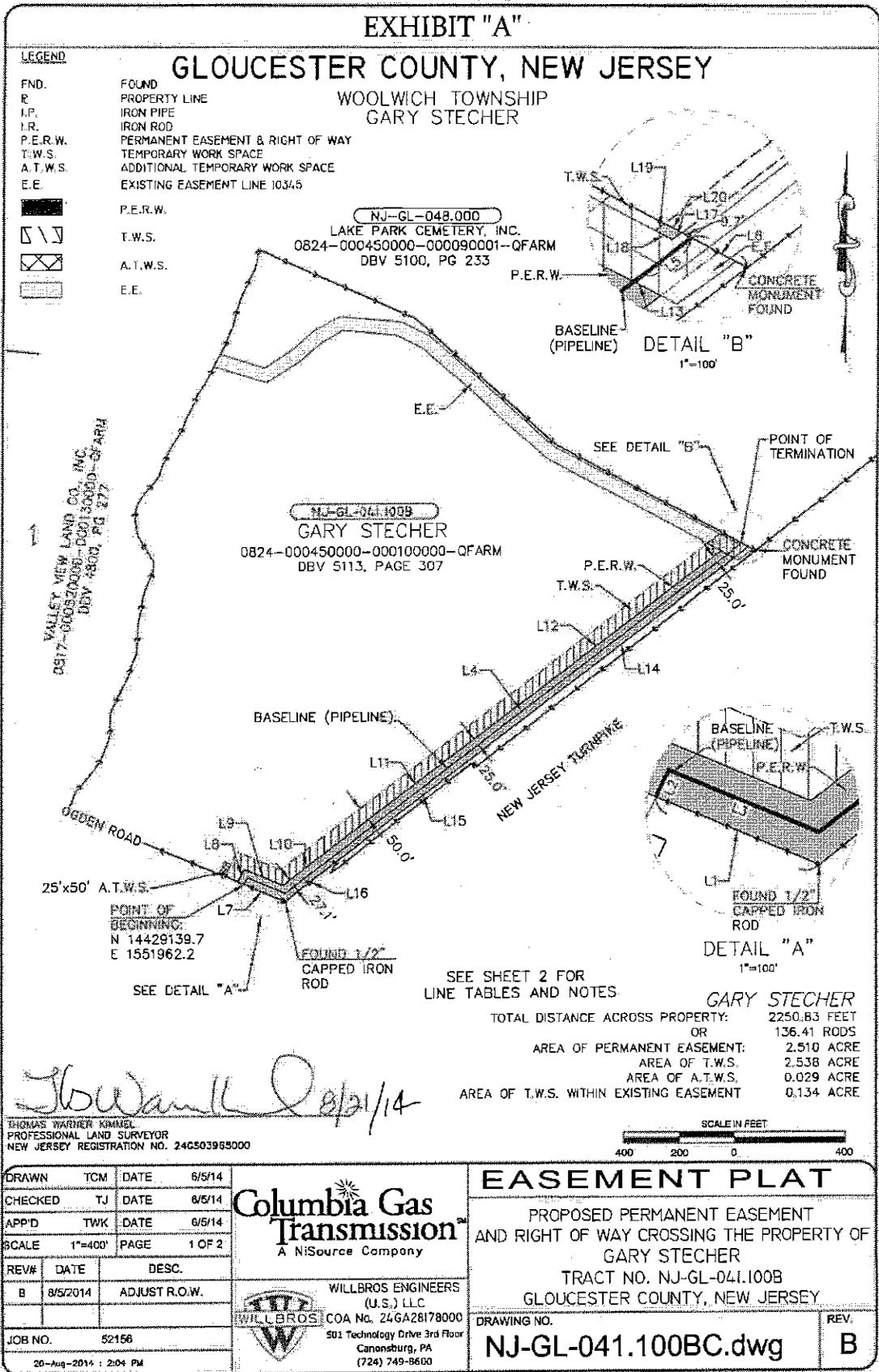


EXHIBIT "A"

GLOUCESTER COUNTY, NEW JERSEY
 WOOLWICH TOWNSHIP
 GARY STECHER

BASELINE (PIPELINE)			P.E.R.W.		
Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	159.70'	N67° 26' 58"W	L7	184.73'	N67° 26' 58"W
L2	26.90'	N24° 58' 14"E	L8	50.04'	N24° 58' 14"E
L3	147.11'	S67° 17' 19"E	L9	153.47'	S67° 26' 58"E
L4	2022.47'	N52° 22' 38"E	L10	204.76'	N52° 04' 07"E
L5	54.35'	N51° 59' 59"E	L11	787.16'	N52° 36' 25"E
L6	57.54'	S62° 15' 30"E	L12	996.63'	N52° 22' 38"E
			L13	54.90'	S62° 00' 26"E
			L14	1019.50'	S52° 22' 38"W
			L15	786.93'	S52° 36' 25"W
			L16	233.67'	S52° 04' 07"W
			L17	10.63'	N53° 21' 52"E
			L18	17.44'	S62° 00' 26"E
			L19	10.43'	S51° 59' 59"W
			L20	17.76'	N62° 15' 30"W

NOTES

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON THE UTM COORDINATE SYSTEM, ZONE 18, NORTH AMERICAN DATUM OF 1983, US SURVEY FEET, AS DERIVED FROM OPUS BASED GNSS TECHNOLOGY BY AN ON THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC. IN 2012. A COMBINED FACTOR OF 0.9996156081 WAS ESTABLISHED FOR THIS PROJECT. TO OBTAIN GROUND DISTANCES, DIVIDE DISTANCES SHOWN HEREON BY THE COMBINED FACTOR.
- THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, WAS DETERMINED WITHOUT BENEFIT OF A 30 YEAR LIMITED TITLE CERTIFICATE AND IS BASED UPON DEEDS PROVIDED BY OTHERS. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.
- THE SOLE PURPOSE OF THIS DOCUMENT IS TO IDENTIFY THE LOCATION OF THE PROPOSED EASEMENT(S).

SEE SHEET 1 FOR BASELINE & PERMANENT EASEMENT DESCRIPTION

Shawna K Q 8/21/14

DRAWN	TCM	DATE	5/23/14	 Columbia Gas Transmission A NiSource Company	EASEMENT PLAT	
CHECKED	TJ	DATE	5/23/14		PROPOSED PERMANENT EASEMENT AND RIGHT OF WAY CROSSING THE PROPERTY OF GARY STECHER	
APP'D	TWK	DATE	5/23/14		TRACT NO. NJ-GL-041.100B GLOUCESTER COUNTY, NEW JERSEY	
SCALE	1"=400'	PAGE	2 OF 2		DRAWING NO. NJ-GL-041.100BC.dwg	
REV#	DATE	DESC.		 WILLBROS ENGINEERS (U.S.) LLC COA No. 24GA28178000 501 Technology Drive 3rd Floor Canonsburg, PA (724) 749-8600	DRAWING NO.	REV.
B	8/5/2014	ADJUST R.O.W.			NJ-GL-041.100BC.dwg	B
JOB NO.	52156					
20-Aug-2014 : 2:04 PM						

Columbia Gas Transmission, LLC

v.

2,510 Acres Of Land In The Borough of Swedesboro, Gloucester County, New Jersey, et al.

Exhibit B to Complaint

**Integra Realty Resources
Northern New Jersey**

Appraisal of Real Property

Stecher Property
60 Ogden Road
Swedesboro (Woolwich Township),
Gloucester County, New Jersey 08083

Prepared For:
Percheron Acquisitions, LLC

Effective Date of the Appraisal:
June 25, 2014

Report Format:
Appraisal Report – Standard Format

IRR - Northern New Jersey
File Number: 814187



Stecher Property
60 Ogden Road
Swedesboro (Woolwich Township), New Jersey

Integra Realty Resources
Northern New Jersey

80 S. Jefferson Road
2nd Floor
Whippany, NJ 07981-1038

T 973.538.3188
F 973.515.2999
www.irr.com



July 10, 2014

Scott Gwin
Project Manager
Percheron Acquisitions, LLC
16000 Barker Point Lane, Suite 250
Houston, TX 77079

SUBJECT: Market Value Appraisal
Stecher Property
60 Ogden Road
Swedesboro (Woolwich Township),
Gloucester County, New Jersey 08083
IRR - Northern New Jersey File No. 714187

Dear Mr. Gwin:

Integra Realty Resources – Northern New Jersey is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of a proposed subsurface utility easement and associated temporary easement(s) across the property. The client for the assignment is Columbia Gas Transmission Corporation, LLC, and the intended use is for eminent domain purposes. The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations.

The subject is a parcel of vacant land containing an area of 68.19 acres or 2,970,356 square feet. The property is zoned RLM, Residential Low/Moderate, which permits duplex, triplex, quadruplex and zero-lot line dwellings, multifamily dwellings, townhouses, and patio homes, provided that they are connected to a public sewer system and are provided with public water, all accessory uses permitted in residential districts. If the property is not served by public utilities then the R-2 zoning requirements apply which include single family detached residential uses, farms, municipal uses, home occupations. Columbia Gas Transmission Corp. proposes the acquisition of a 2.546 Acre Permanent Subsurface Utility Easement, as

Scott Gwin
Percheron Acquisitions, LLC
July 10, 2014
Page 2

well as a 2.587 Acres of Temporary Construction Easements and 0.13 Acres of Temporary Workspace within the existing Right of Way.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Summary of Easement Valuations	
Permanent Right of Way Valuation:	\$30,800
Temporary Construction Easement Valuation:	\$2,500
Temporary Construction Easement Within Existing R.O.W. Valuation:	\$500
Total Compensation:	\$33,800

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject property is encumbered by a conservation easement held by the County of Gloucester administered by the New Jersey State Agricultural Development Commission (SADC). Per the instructions of the client we have disregarded the development restrictions imposed by the conservation easement and analyzed the property as if no such encumbrance exists.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Northern New Jersey



John Gillooly, MRICS, SCGRE, CTA
Director
Certified General Real Estate Appraiser
New Jersey Certificate # 42RG00140700



Matthew S. Krauser, CRE, FRICS
Senior Director
Certified General Real Estate Appraiser
New Jersey Certificate# 42RG00191200



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Summary of Salient Facts and Conclusions

1

Summary of Salient Facts and Conclusions

Property Name	Stecher Property
Address	60 Ogden Road Swedesboro (Woolwich Township), Gloucester County, New Jersey 08083
Property Type	Land
Owner of Record	Stecher, Gary
Tax ID	Block: 45 - Lot: 10 - Qual: QFARM (includes Lots 11, 12 & 13)
Land Area	68.19 acres; 2,970,356 SF
Zoning Designation	RLM, Residential Low/Moderate
Highest and Best Use	Residential use
Exposure Time; Marketing Period	12 months; 12 months
Effective Date of the Appraisal	June 25, 2014
Date of the Report	July 10, 2014
Property interest Appraised	Subsurface Utility Easement And Associated Temporary Easement(S)
Proposed Permanent Subsurface Utility Easement	2.546 AC
Proposed Temporary Easement(s)	2.587 AC
Proposed Temporary Easement(s) within Existing Right of Way	0.130 AC
Sales Comparison Approach	
Number of Sales	3
Range of Sale Dates	May 11 to Jun 13
Range of Prices per Acre (Unadjusted)	\$8,998 - \$18,420

Summary of Easement Valuations

Permanent Right of Way Valuation:	\$30,800
Temporary Construction Easement Valuation:	\$2,500
Temporary Construction Easement Within Existing R.O.W. Valuation:	\$500
Total Compensation:	\$33,800

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject property is encumbered by a conservation easement held by the County of Gloucester administered by the New Jersey State Agricultural Development Commission (SADC). Per the instructions of the client we have disregarded the development restrictions imposed by the conservation easement and analyzed the property as if no such encumbrance exists.

Stecher Property



General Information

Identification of Subject

The subject is a parcel of vacant land containing an area of 68.19 acres or 2,970,356 square feet. The property is zoned RLM, Residential Low/Moderate, which permits duplex, triplex, quadruplex and zero-lot line dwellings, multifamily dwellings, townhouses, and patio homes, provided that they are connected to a public sewer system and are provided with public water, all accessory uses permitted in residential districts. If the property is not served by public utilities then the R-2 zoning requirements apply which include single family detached residential uses, farms, municipal uses, home occupations. Columbia Gas Transmission Corp. proposes the acquisition of a 2.546 Acre Permanent Subsurface Utility Easement, as well as a 2.587 Acres of Temporary Construction Easements and 0.13 Acres of Temporary Workspace within the existing Right of Way.

Property Identification

Property Name	Stecher Property
Address	60 Ogden Road Swedesboro (Woolwich Township), New Jersey 08083
Tax ID	Block: 45 - Lot: 10 - Qual: QFARM (Includes Lots 11, 12 & 13)

Current Ownership and Sales History

The owner of record is Stecher, Gary. This party acquired the property from Hidden Valley Land Co., Inc. on September 9, 2013 for a price of \$320,000. The transaction is recorded in Book: 5113 - Page: 307. As this transaction involved land which was encumbered at the time by a farmland preservation easement (which is not being considered herein) we will not analyze it as an indicator of market value for the property appraised. To the best of our knowledge, no other sale or transfer of ownership has occurred within the past three years, and as of the effective date of this appraisal, the property is not subject to an agreement of sale or option to buy, nor is it listed for sale.

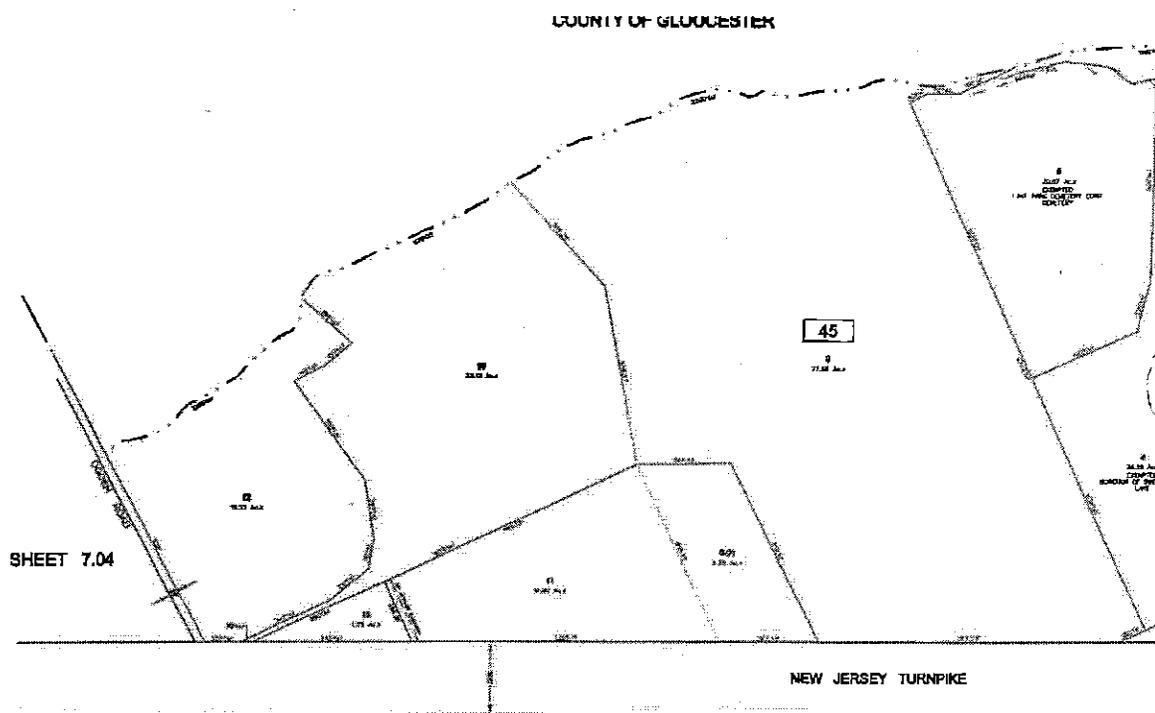
Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value of the subsurface utility easement and associated temporary easement(s) across the property as of the effective date of the appraisal, June 25, 2014. The date of the report is July 10, 2014. The appraisal is valid only as of the stated effective date or dates.

Stecher Property



Subject Tax Map



Stecher Property



Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, (Appraisal Institute, Chicago, Illinois, 2010)

Definition of Permanent Easement

An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right-of-way easements may be acquired by private parties or public utilities. A permanent, or "perpetual," easement lasts forever.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, (Appraisal Institute, Chicago, Illinois, 2010)

Definition of Temporary Easement

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, (Appraisal Institute, Chicago, Illinois, 2010)



Intended Use and User

The intended use of the appraisal is for eminent domain purposes. The client and intended user is Percheron Acquisitions, LLC, and other intended users are Columbia Gas Transmission Corporation. The appraisal is not intended for any other use or user. No party or parties other than Percheron Acquisitions, LLC and Columbia Gas Transmission Corporation may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements located on the area to be acquired that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state. Additionally, there is no damage that exists to the remainder. As a result, only the part taken is necessary to be appraised.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of the 2014-2015 edition of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This type of report has a moderate level of detail. It summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions. It meets or exceeds the former Summary Appraisal Report requirements that were contained in the 2012-2013 edition of USPAP. For additional information, please refer to Addendum B – Comparison of Report Formats.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Stecher Property



Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because the improvements are not appraised herein, and the income approach is not applicable because the subject is not likely to generate significant rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

The subject property owner was notified of our inspection via certified mail and did respond to that notification, however they declined to accompany us on the inspection, but did give verbal permission for us to enter the property. We therefore inspected the property on-site without them on June 20, 2014.

Economic Analysis

Gloucester County

Gloucester County is situated in the southwest corner of southern New Jersey approximately 20 miles wouthwest of midtown Philadelphia. The county is bordered by both Camden County and Montgomery Counties to the northeast; the States of Pennsylvania and Delaware border the county to the southwest and west; and the Atlantic County is located to the east and Salem and Cumberland Counties border to the south and southwest. Gloucester County encompasses a geographic area of 322 square miles. Woodbury is the county seat.

Gloucester County's estimated population increased from 288,288± in 2010 to 290,265± in 2013. This is an overall increase of 0.7% for the period. The majority of the population is concentrated in the western half of the county.

The northwestern municipalities are the most densely developed and are characterized as suburbs of Philadelphia and Camden and Cherry Hill. The southern and eastern municipalities are among the more rural communities in the region and lack significant commercial development or infrastructure. The central portion of the county, is also semi-rural, but has more commercial development along Route 322 and 55.

Gloucester County is served by a highway network that has been a catalyst for residential development. There is highway access to neighboring counties, municipalities, as well as Wilmington Delaware, Philadelphia International Airport, and The City of Philadelphia via the Atlantic City Expressway, and Interstate 295 as well as the New Jersey Turnpike (Interstate 95).

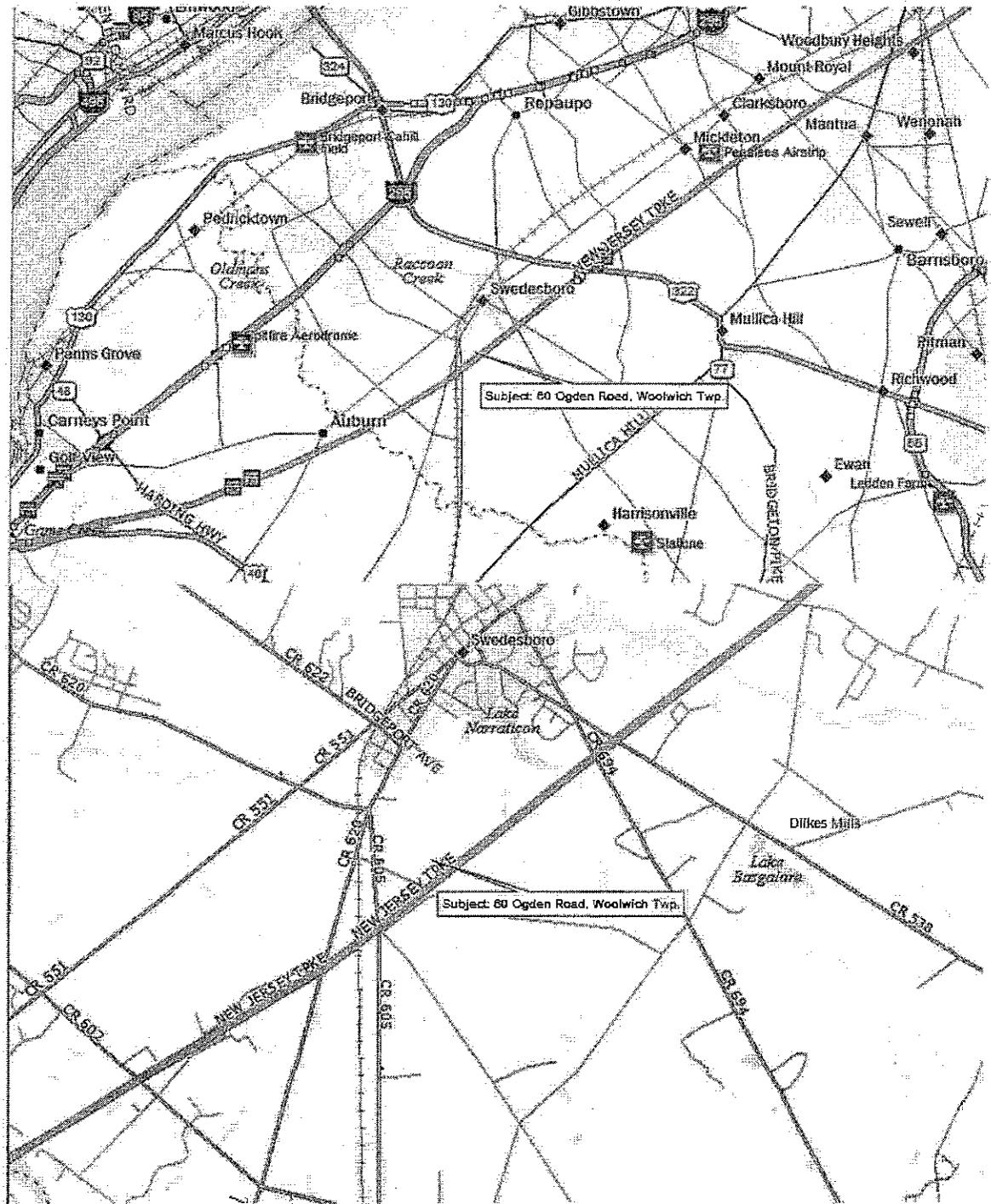
Woolwich Township

Woolwich Township is located in the southwestern portion of Gloucester County. It is bordered to the northwest by Logan Township; to the northeast by East Greenwich Township; to the east by the Townships of Harrison and South Harrison; and to the south by Pilesgrove and Oldmans Townships in Salem County, NJ. The Township also completely surrounds the Borough of Swedesboro, NJ.

The Township encompasses an area of 11.4 square miles. The 2010 Census estimated population in the Township was 10,200 persons, as compared to the 2000 Census estimate of 3,032. This represents an increase in population of 236.4%. The general character of the Township is rural, with scattered development over a large area.



Area Maps



Stecher Property



Surrounding Area

Boundaries

Location

The subject is located in the central portion of Woolwich Township, near the border of the Township with the neighboring Borough of Swedesboro.

Access and Linkages

Primary highway access to the area is via the New Jersey Turnpike and Interstate 295 and Route 322 which are located to the east and north of the subject respectively and provide access from the subject's location to Cherry Hill and Philadelphia to the northeast and Wilmington, Delaware to the Southwest. Public transportation is provided by NJ Transit and provides bus transportation to Cherry Hill and Philadelphia and Atlantic City as well as Wilmington. Overall, the primary mode of transportation in the area is the automobile.

Land Use

The area is rural in character with intermittent development of detached single family residential dwellings. Predominant land uses are open space and farmland and residential. During the last five years, development has been predominantly of single family residential uses. The pace of development has generally been intermittent over this time.



Property Analysis

Land Description and Analysis

Location

The property is located on the northeast side of Ogden Road and abuts the New Jersey Turnpike's southbound lanes, southwest of Lake Narraticon in Woolwich Township, New Jersey.

Land Area

The following table summarizes the subject's land area.

Land Area Summary		
Tax ID	SF	Acres
Block: 45 - Lot: 10 - Qual: QFARM (Includes Lots 11, 12 & 13)	2,970,356	68.19
Source: Public Records		

Shape and Dimensions

The site is irregular in shape, with dimensions of approximately 1,975 feet in width and 2,000 feet in depth. Site utility based on shape and dimensions is average.

Drainage

No particular drainage problems were observed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

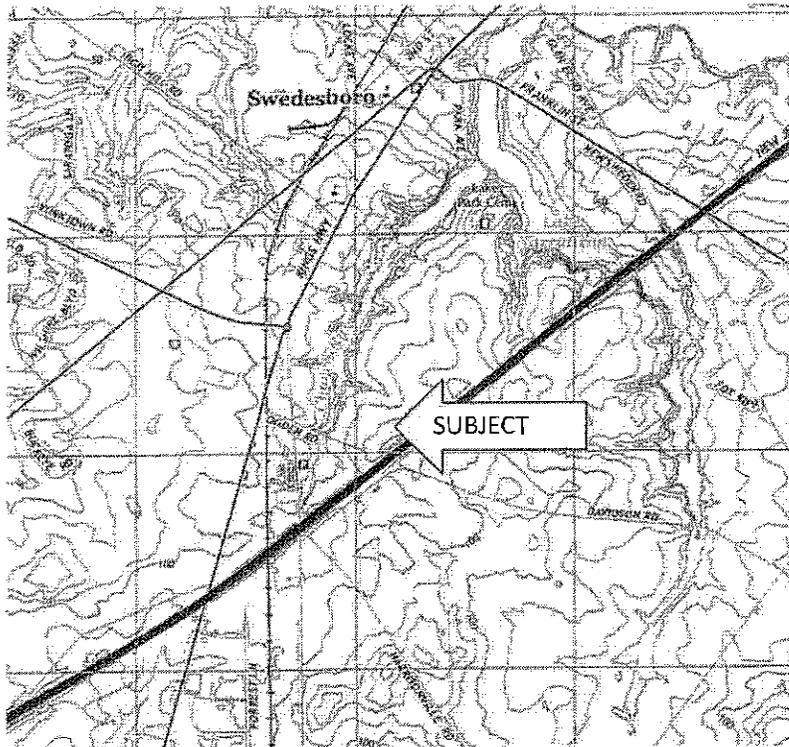
Environmental Hazards

An environmental assessment report was not provided for review, and during our inspection, we did not observe any obvious signs of contamination on or near the subject. However, environmental issues are beyond our scope of expertise. It is assumed that the property is not adversely affected by environmental hazards.



Topography

The site is generally level and at street grade. There are some rolling sections which are located on the northeast portion of the parcel. The topography does not result in any particular development limitations.



Utilities

The availability of utilities to the subject is summarized in the following table.

Utilities	
Service	Provider
Water	On-site well
Sewer	On-site septic system
Electricity	Atlantic City Electric
Natural Gas	Not Available
Local Phone	Local Provider

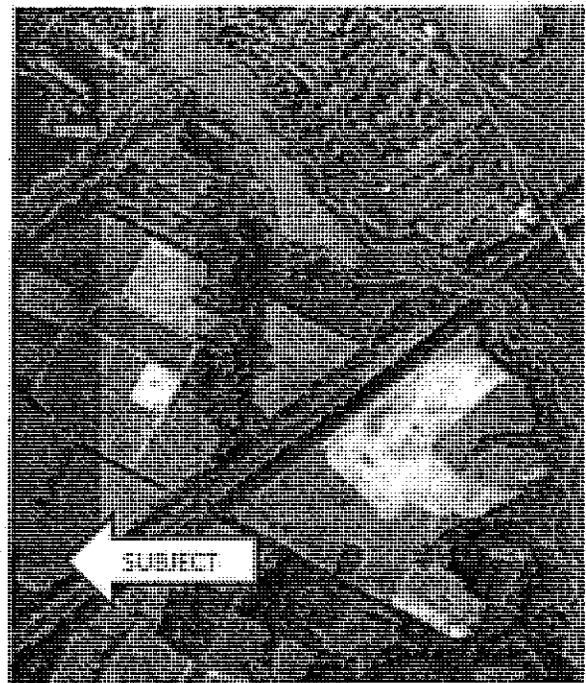
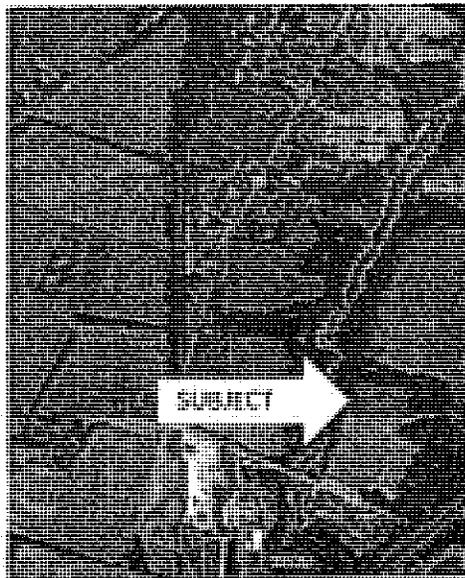


Flood Hazard Status

The following table provides flood hazard information.

Flood Hazard Status	
Community Panel Number	34015C0152E
Date	January 20, 2010
Zone	C
Description	Areas of minimal flooding
Insurance Required?	No

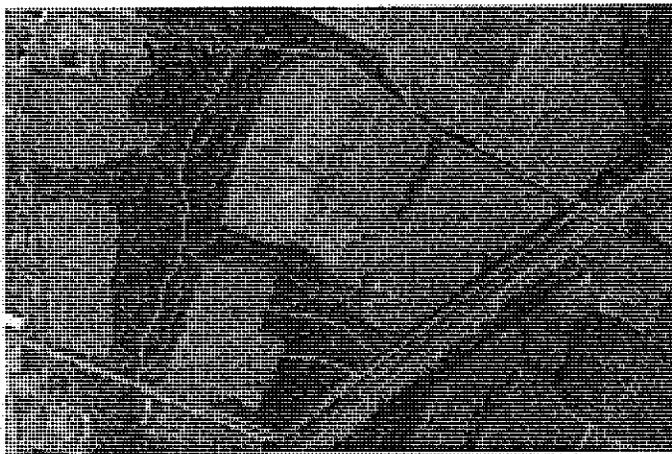
Portions of the northwestern border of the property are located within the flood zone A within the 100 year flood plain.



Ground Stability

Web Soil Survey (WSS), available online at <http://websoilsurvey.nrcs.usda.gov/> and accessed July 10, 2014 was used to analyze the aggregate soils of the subject property.

Map Unit Symbol	Map Unit Name
FmhAt	Fluvaquents, loamy, 0 to 3 percent slopes, frequently flooded
FrFB	Freehold loamy sand, 0 to 5 percent slopes
FrFC	Freehold loamy sand, 5 to 10 percent slopes
FrKB	Freehold sandy loam, 2 to 5 percent slopes
FrKC	Freehold sandy loam, 5 to 10 percent slopes
FrKE	Freehold sandy loam, 15 to 25 percent slopes
MaoB	Marlton sandy loam, 2 to 5 percent slopes
UR	Urban land
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes



The predominant soils underlying the subject tract are: Freehold sandy loam (FrFB) 0 – 5% slopes and Freehold sandy loam 15 – 25% slopes, which are rated as not limited to very limited for development of dwellings with basements due to slope. A soils report was not provided for our review. Based on our inspection of the subject and observation of development on nearby sites, we assume that the subject property’s potential for improvement is somewhat limited due to the soil content. We are not experts in soils analysis and the above noted soil characteristics are typical of surrounding properties some of which have been successfully developed.

Stecher Property



Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage	
Street	Ogden Road
Frontage Feet	820
Paving	Macadam
Curbs	No
Sidewalks	No
Lanes	2 Lanes
Direction of Traffic	Northeast/Southwest
Condition	Average
Traffic Levels	Low
Signals/Traffic Control	None Nearby
Access/Curb Cuts	One Driveway
Visibility	Good

Zoning

The subject is zoned RLM, Residential Low/Moderate, by Woolwich Township. Specific zoning requirements are summarized in the following table.

Zoning Summary		
Zoning Jurisdiction	Woolwich Township	
Zoning Designation	RLM	
Description	Residential Low/Moderate	
Zoning Change Likely?	No	
Permitted Uses	Duplex, triplex, quadruplex and zero-lot line dwellings, multifamily dwellings, townhouses, and patio homes, provided that they are connected to a public sewer system and are provided with public water, all accessory uses permitted in residential districts. If the property is not served by public utilities then the R-2 zoning requirements apply which include single family detached residential uses, farms, municipal uses, home occupations.	
Category	RLM Zoning Requirement	R-2 Existing Conditions
Minimum Lot Area	2,600 SF	1.5 Acres
Minimum Lot Width (Feet)	200 feet	150 feet
Minimum Setbacks (Feet)	Front: 50 feet; Side: 40 feet; Rear: 50 feet	Front: 50 feet; Side: 20 feet; Rear: 30 feet
Maximum Building Height	35 feet	35 feet
Maximum Impervious Site Coverage	75%	30%
Maximum Density	6 Units / Acre	Not Specified
Maximum Building Coverage Ratio	40%	10%
Source: Woolwich Twp. Zoning Ordinance		

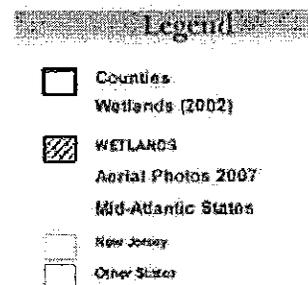
According to the local planning department, there are no pending or prospective zoning changes. As the subject has no public water and sewer available the R-2 zoning regulations apply.

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Other Land Use Regulations

We have relied upon geographic information systems (GIS) data obtained from the New Jersey Department of Environmental Protection's (NJDEP) website in identifying significant areas of potential wetlands on the subject site. Based on a review of the NJ-DEP's iMap, 2002 Aerial Maps, a portion of the subject property near the western border is located in an area encumbered by freshwater wetlands. The interior of the site does not appear to contain freshwater wetlands.



Easements, Encroachments and Restrictions

We were not provided a current title report to review. The subject property is encumbered with a conservation easement to the benefit of the County of Gloucester and the NJ SADC which restricts the development of the parcel with non-agricultural uses. However per the instructions of the client we have analyzed the property without consideration of the restrictions imposed by this conservation easement.

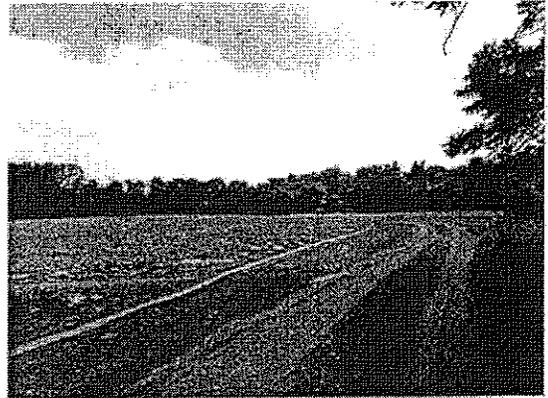
There is an existing subsurface utility easement which is the location of an existing natural gas pipeline which crosses the property from the northwest corner and exits the parcel at the northeast corner of the property near the existing New Jersey Turnpike right of way on adjoining land to the east. Our valuation assumes no further easements, encroachments or restrictions and that the subject has a clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics of the site result in functional utility suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include duplex, triplex, quadruplex and zero-lot line dwellings, multifamily dwellings, townhouses, and patio homes, provided that they are connected to a public sewer system and are provided with public water, all accessory uses permitted in residential districts. If the property is not served by public utilities then the R-2 zoning requirements apply which include single family detached residential uses, farms, municipal uses, home occupations. We are not aware of any other particular restrictions on development.



View of the Subject from Ogden Road facing Northwest



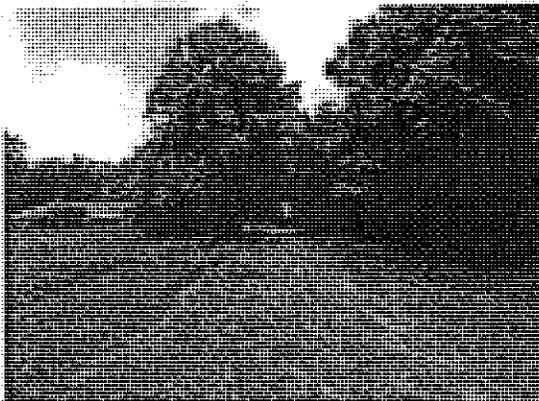
View of the subject interior facing north – Existing Easements in Background – Proposed to Right



View of Central Portion of Subject facing west – Existing Easements to Right



View of Subject facing south – Proposed Easement location to Left



View of Ogden Road facing northwest (Subject at Right)



View of Ogden Road facing southeast (Subject at Left)

Stecher Property



Real Estate Taxes

Real estate tax assessments are administered by Woolwich Township and are estimated by jurisdiction on a county wide basis for the subject. Real estate taxes in this state and jurisdictions represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property may be determined by dividing the assessed value for a property by \$100, then multiplying the estimate by the tax rate. The tax rate is based on a consistent county tax rate throughout Gloucester County, in addition to one or more local taxing district (municipal, water & school districts) rates.

The assessed values are based upon the current average ratio of 100% of Assessor's market value. Properties cannot automatically be reassessed upon sale within the State of New Jersey. The current tax rate (most recent available) is \$3.240 per \$100 of assessed value. The subject is identified on the tax maps of Woolwich as Block: 45 – Lot: 10.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2014						
Tax ID	Assessed Value			Tax Rate	Taxes and Assessments	
	Land	Improvements	Total		Ad Valorem	
					Taxes	Total
Block: 45 - Lot: 10 - Qual: QFARM (Includes Lots 11, 12 & 13)	\$15,000	\$0	\$15,000	3.240000%	\$486	\$486

Note the property is assessed as qualified farmland via a state mandated formula which is not intended to reflect market value.



Nature of Acquisition

The Columbia Gas Pipeline Company is proposing a permanent utility easement for the location of an underground natural gas pipeline as well as a temporary construction easement and temporary easement within the existing right of way for a twelve month period. The new pipeline is planned to run parallel to the neighboring New Jersey Turnpike right of way, along the western side of the existing highway area. The permanent utility easement area will be 27.91 feet wide and contain 2.546 acres of land, more or less, consisting of the right to access the land and install a permanent underground gas pipeline as well as the rights to monitor, maintain, and replace the pipeline. This easement will encumber the property in perpetuity and crosses the subject on the extreme eastern portion of the property along the subject boundary line with the New Jersey Turnpike.

The two temporary construction easement areas will contain 2.558 acres of land and 0.029 acres of land respectively, more or less for a total of 2.587 acres. These easements will consist of the right to access the land and area with vehicles and equipment for use during the construction and the final grading and replacement of ROW fencing. They are located to the west and abutting the location of the proposed permanent easement at the eastern boundary of the tract along the frontage with the New Jersey Turnpike.

An additional temporary easement area will contain 0.130 acres of land, more or less, and consists of a strip of land superimposed over the existing permanent pipeline easement and consisting of the right to access the land and area with vehicles and equipment for use during the construction of the final grading and replacement of ROW fencing if any. This easement will temporarily encumber an area already encumbered by a permanent easement.

The area impacted by the proposed permanent and temporary (twelve month) easements is undeveloped and is along the eastern boundary of the property next to the NJ Turnpike an existing easement currently exists. We note that the Columbia Gas Pipeline Company is required to return the area restored to its original condition; therefore, no negative impact to the remainder applies. All rights to the land within the temporary easement areas will be relinquished to the property owner once the twelve month period ends.

Effect on Remainder

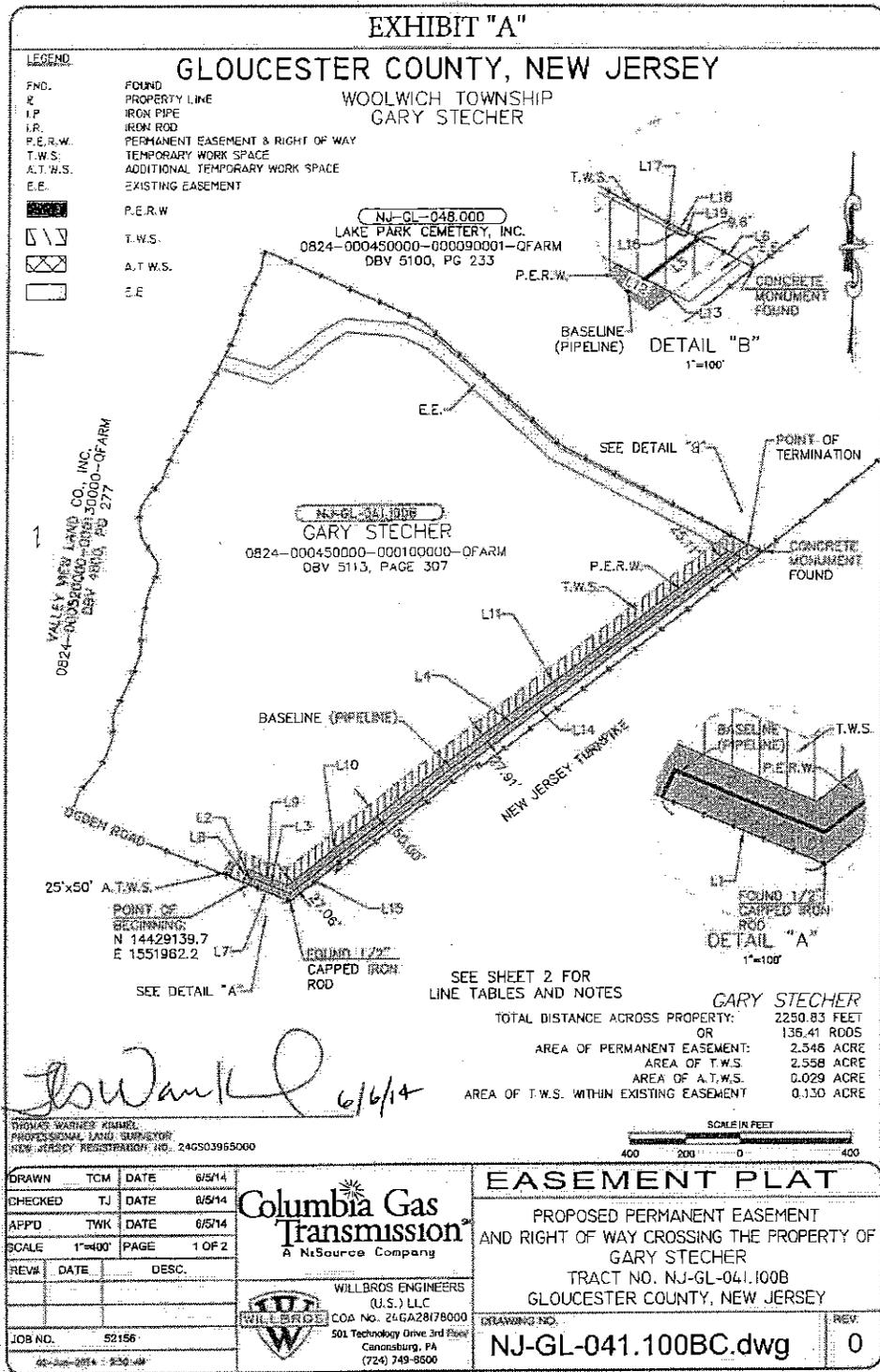
Because the proposed easement will not change the property boundaries and does not include any structures, the description of the property is essentially the same before and after the acquisition of the new easement. The only difference in the description of the property is that the pipeline easement will be increased in size.

The proposed easement agreement contains several provisions that are designed to protect the pipelines and provide continuous and immediate access to the pipelines for maintenance and repair or replacement. The property owner is not permitted to build any structures, change the grade of the land, and plant any permanent trees or shrubbery. However, it is our understanding that the owner may cross the easement with a paved road or driveway and plant and harvest agricultural crops within the right of way. The remaining area of the property will not be physically affected by the expanded right of way or by the temporary work space. The effect of the easement on the property as it existed on the date of valuation will be limited to elimination of some trees. As such, we conclude that the easement area does not affect highest and best use of the property and there is therefore no damage to the remaining area.

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Parcel Map



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Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Before the Proposed Acquisition

Highest and Best Use As Vacant

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site result in functional utility suitable for a variety of uses. The lack of public sewer and water service may diminish the lot yield of any potential development.

Legally Permissible

The site is zoned RLM, Residential Low/Moderate. Permitted uses include duplex, triplex, quadruplex and zero-lot line dwellings, multifamily dwellings, townhouses, and patio homes, provided that they are connected to a public sewer system and are provided with public water, all accessory uses permitted in residential districts. If the property is not served by public utilities then the R-2 zoning requirements apply which include single family detached residential uses, farms, municipal uses, home occupations. The subject is encumbered with a Conservation Easement though we have not considered the development restrictions of that easement herein. An existing subsurface utility easement encumbers the property. Given prevailing land use patterns in the area, only residential use is given further consideration in determining highest and best use of the site, as though vacant. To our knowledge, there are not further legal restrictions such as easements or deed restrictions that would effectively limit the use of the property

Financially Feasible

Based on our analysis of the market, there is limited demand for additional residential development at the current time. It appears that a newly developed residential use on the site would not have a value commensurate with its cost; therefore, residential use is not considered to be financially feasible currently. Nevertheless, we expect an eventual recovery of the market accompanied by a rise in property values to a level that will justify the cost of new construction. Thus, it is anticipated that residential development will become financially feasible in the future.



Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than holding the property for future development of a residential use. Accordingly, it is our opinion that holding the property for future residential use, based on the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Holding the property for future development of a residential use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as if vacant.

After the Proposed Acquisition

While the proposed easement encumbers a portion of the subject property, no buildings or significant building envelope will be encroached upon or be affected by the easement and the temporary easement areas will revert to the property owner upon expiration of the easement duration. There is still ample room to access the remainder of the property to the west of the easement area. Therefore the highest & best use after the proposed acquisition is for continued farm use as currently improved while holding the property for future residential use.

Most Probable Buyer

Taking into account the size and characteristics of the property and its potential for development (regardless of the existing conservation easement) the most likely buyer is a speculator or developer awaiting an improvement in the market.



Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

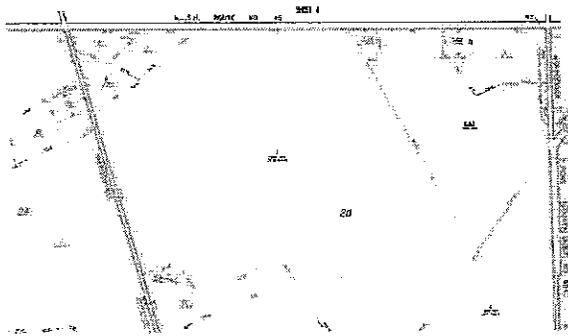
Sales Comparison Approach

To develop an opinion of the subject's land value, as vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties. For this analysis we use price per acre as the appropriate unit of comparison because market participants typically compare sales prices and values on this basis. The most relevant sales are illustrated below:



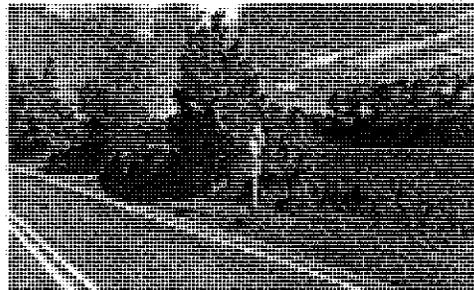
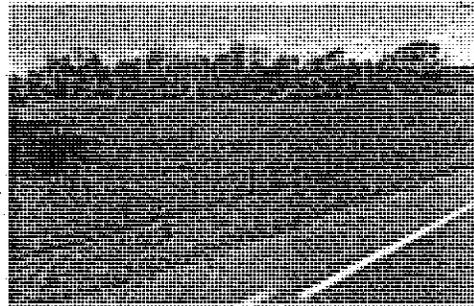
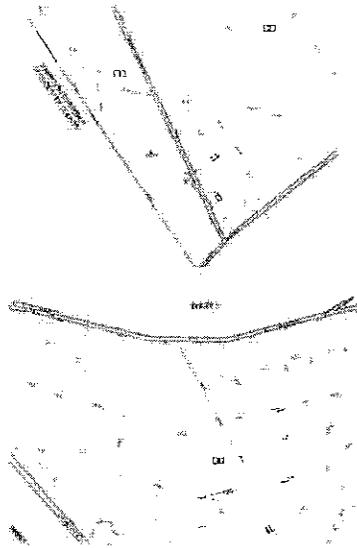
LAND SALE 1

Date of Sale: 6/27/2013
Location: State Highway Route 45
South Harrison Twp., Gloucester County, NJ
Block/Lot: Block: 20 – Lot: 3.03
Grantor: M&R Builders, Inc.
Grantee: High Stream Farms, LLC.
Book/Page: Book: 5087 - Page: 249
Site Size: 32.12 ± Acres
Consideration: \$525,000
Unit Value/Acre: \$16,345/Acre
Zone: AR – Agricultural Residential
Comments: Sale of a vacant tract of level farmland sold without approvals located along Route 45 between Harrisonville and Monroeville Roads in South Harrison Township. The tract is irregular in shape and its topography slopes up slightly from the road frontage and has hedgerows and a small section of woods at the rear (southeast) corner of the property.



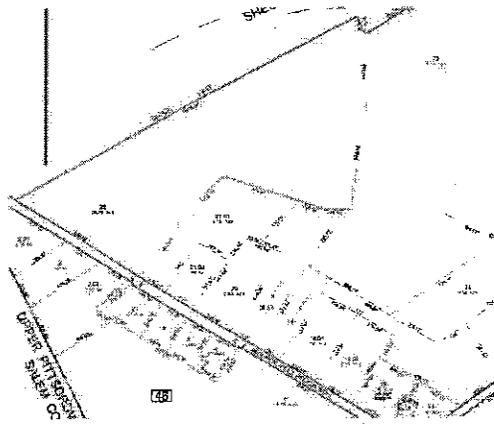
LAND SALE 2

Date of Sale: 05/26/2011
Location: Cohawkin Road
Mantua Twp., Gloucester County, NJ
Block/Lot: Block: 1 – Lot: 5 & Block: 4 – Lot: 7
Grantor: Triad, III, LLC
Grantee: Still Run Properties, LLC
Book/Page: Book: 8665 - Page: 2107
Site Size: 72.926 ± Acres
Consideration: \$1,343,310
Unit Value/Acre: \$18,420/Acre
Zone: AR - Agricultural
Comments: Sale of two parcels which are on opposite sides of Cohawkin Road totalling 72.926 acres of farmland sold without approvals. The parcels were both used as agricultural land at the time of sale and are both irregular in shape and have topography which is generally level with the road frontage. Lot: 5 is mostly open pasture with perimeter hedgerow and Lot: 7 has both perimeter and interior hedgerows on the tract.

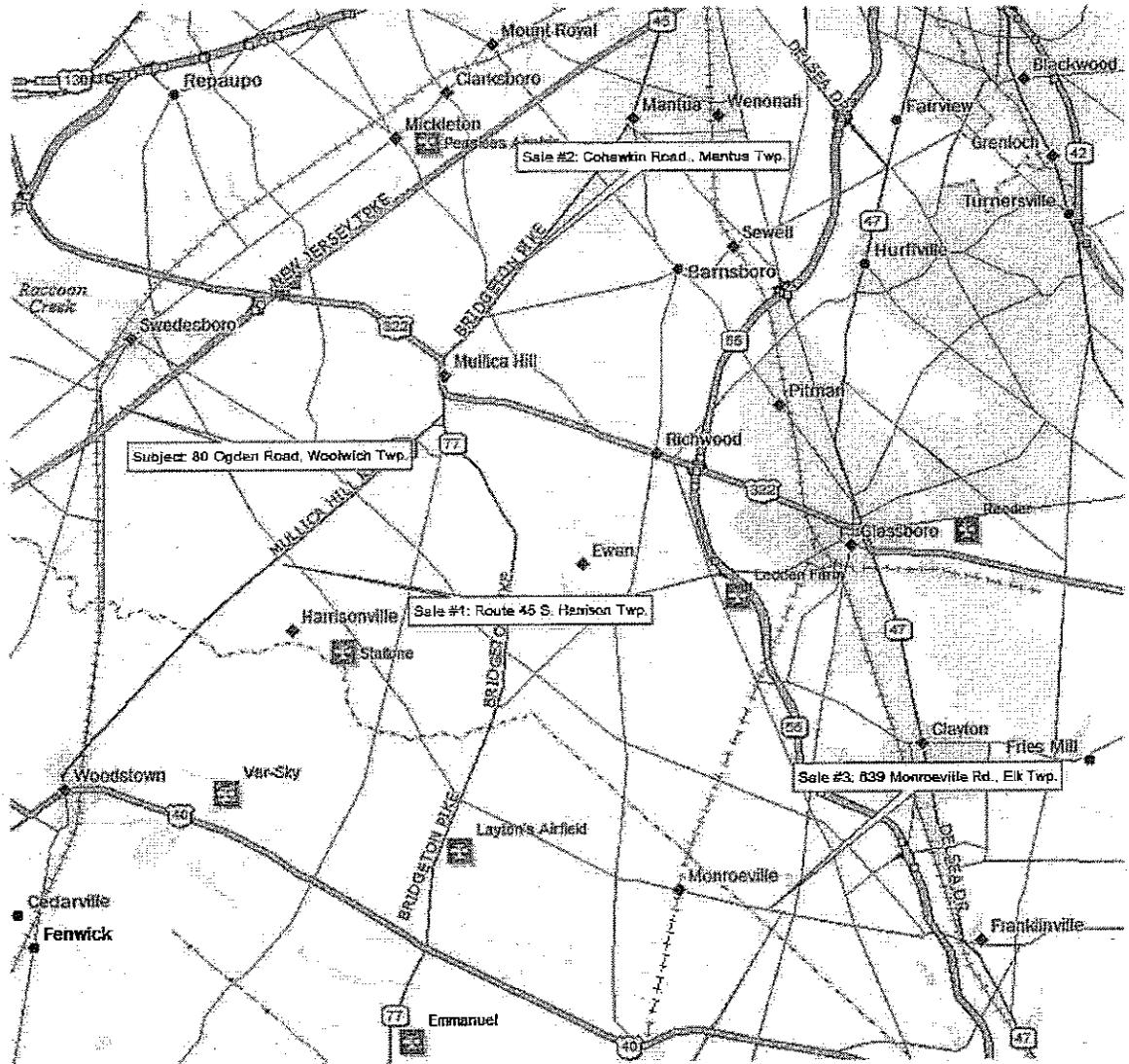


LAND SALE 3

Date of Sale: 10/18/2011
Location: 639 Monroeville Road
Elk Twp., Gloucester County, NJ
Block/Lot: Block: 45 – Lot: 22
Grantor: Estate of Margaret M. Roberts
Grantee: Holly Acres, LLC.
Book/Page: Book: 4917 - Page: 223
Site Size: 28.79 ± Acres
Consideration: \$259,041 (Including \$10,000 Demolition Est.)
Unit Value/Acre: \$8,998/Acre
Zone: RE – Residential
Comments: Sale of a vacant tract of level farmland sold without approvals located along Monroeville Road between Dutch Row and Fitchorn Roads in Elk Township. The tract is irregular in shape and its topography is level with road frontage and is approximately 20% wooded.



Comparable Land Sales Map



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Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. When considering market conditions, we note that the sales took place from May 2011 to June 2013, and that market conditions generally have been strengthening over this period through the effective date of value. Accordingly, we apply upward adjustments of 3% per year to account for this trend.

Analysis and Adjustment of Sales

Our analysis of the comparable sales is described in the following paragraphs.

Land Sale 1 is a 32.12 acre, or 1,399,147 square foot, parcel located at State Highway Route 45, South Harrison Twp., Gloucester County, Gloucester. The property sold in June 2013 for \$525,000, or \$16,345 per acre. The comparable is smaller in size so that a downward adjustment is applied to recognize the typically inverse relationship between size and unit price. No further adjustments are applied to this comparable.

Land Sale 2 is a 72.93 acre, or 3,176,657 square foot, parcel located at Cohawkin Road, Mantua Township, Gloucester County, Gloucester. The property sold in May 2011 for \$1,343,310, or \$18,420 per acre. No further adjustments are applied to this comparable.

Land Sale 3 is a 28.79 acre, or 1,254,092 square foot, parcel located at 639 Monroeville Road, Elk Township, Gloucester County, Gloucester. The property sold in October 2011 for \$259,041, or \$8,998 per acre. An upward adjustment is applied to allow for the demolition of the improvements on the property. The subject is in a superior location compared to this comparable so that an upward adjustment is applied. The comparable is smaller than the subject so that a downward adjustment is applied to recognize the typically inverse relationship between size and unit price. No further adjustments are applied to this comparable.

The following table summarizes the adjustments we make to the comparable sales.

Land Sales Adjustment Grid				
	Subject	Comparable 1	Comparable 2	Comparable 3
Address	60 Ogden Road	State Highway Route 45	Cohawkin Road	639 Monroeville Road
City	Swedesboro (Woolwich Township)	South Harrison Twp.	Mantua Township	Elk Township
County	Gloucester	Gloucester	Gloucester	Gloucester
State	New Jersey	New Jersey	New Jersey	New Jersey
Sale Date		Jun-13	May-11	Oct-11
Sale Price		\$525,000	\$1,343,310	\$259,041
Square Feet	2,970,356	1,399,147	3,176,657	1,254,092
Acres	68.19	32.12	72.93	28.79
Price per Acre		\$16,345	\$18,420	\$8,998
Property Rights		Fee Simple	Fee Simple	Fee Simple
% Adjustment		--	--	--
Financing Terms		Cash to Seller	Cash to Seller	Cash to Seller
% Adjustment		--	--	--
Conditions of Sale		--	--	--
% Adjustment		--	--	--
Market Conditions	6/25/2014	Jun-13	May-11	Oct-11
Annual % Adjustment	3%	3%	9%	8%
Cumulative Adjusted Price		\$16,835	\$20,078	\$9,717
Location		--	--	20%
Access/Exposure		--	--	--
Size		-5%	--	-5%
Shape and Topography		--	--	--
Zoning		--	--	--
Net \$ Adjustment		-\$842	\$0	\$1,458
Net % Adjustment		-5%	0%	15%
Final Adjusted Price		\$15,994	\$20,078	\$11,175
Overall Adjustment		-2%	9%	24%
Range of Adjusted Prices		\$11,175 - \$20,078		
Average		\$15,749		
Indicated Value		\$16,000		

Land Value Conclusion

Prior to adjustments, the sales reflect a range of \$8,998 - \$18,420 per acre. After adjustment, the range is \$11,175 - \$20,078 per acre. We place greater emphasis on Sales #1 and #2 in our analysis due to their location. We reach a land value conclusion as follows:

Land Value Conclusion	
Indicated Value per Acre	\$16,000
Subject Acres	68.19
Indicated Value	\$1,091,040
Rounded	\$1,100,000



The above value of the tract is converted to a unit value as follows:

Unit Value Calculation	
Concluded Tract Value	\$1,100,000
Divided by: Tract Size (SF):	* 2,970,356 SF
Market Value Per SF:	\$0.37 /SF

Valuation of Easements

Easements

An easement is an interest in real property that transfers use, but not ownership, of a portion of an owner's property. Easements usually permit a specific portion of a property to be used for identified purposes, such as access to an adjoining property or as the location of a certain underground utility. Although surface easements are most common, subterranean and overhead easements are used for public utilities, subways, and bridges. Other easements may prohibit the owner of the underlying fee simple interest from certain uses of the property without giving the owner of the easement any possessory interest in the real estate, e.g. scenic easements and façade easements.

The Appraisal of Real Estate, 14th Edition further explains that ordinarily when a proposed easement substantially effects a property, that it is reasonable to reach a value conclusion for the easement by first appraising the entire property before the proposed easement and then after the easement. The difference between both value estimates is the value of the proposed easement. Of course the highest and best use, marketability, and other considerations must be considered in each scenario. A clear example of this type of analysis would involve a proposed sanitary sewer easement, whereby a tract of land has a highest and best use for residential development purposes both "before" and "after" being encumbered with a sanitary sewer easement. As a result, a proposed easement can be viewed for valuation purposes on the basis of their effect on the remaining portion of the entire property, if applicable; and an additional consideration is the estimate of the diminishment in rights from the common bundle of rights that exists with property ownership.

In the case of the subject property, we analyzed the property both before and after the proposed encumbrances of the easements and there is no difference in the value of the remainder. As a result, we have only valued the rights associated with the part taken.

Value of the Permanent Easement:

The Columbia Gas Pipeline Company proposes the acquisition of a permanent utility easement. The area of the permanent easement is analyzed by applying the unit value developed for the fee simple interest in the land and then applying a percentage of fee.

In the case of the subject property that is the focus of this report, the proposed permanent utility easement contains 2.546 acres of land and is located across the rear (eastern) portion of the property, and intersects with the existing pipeline at its southeastern terminus.



Ordinarily, the diminishment of easement rights from the single value of the easement area can vary from a minimum of 5% to 20% where little impact on the "fee" value has taken place (i.e. an occasional access easement through a seldom used portion of the property), to an extensive situation whereby a proposed easement area is to be extensively encumbered and utilized for road access purposes whereby the percentage of fee may very well consume 70% to 90% of the "fee" value since the encumbered site will have no remaining residual utility for another user. As previously discussed, we conclude that the proposed permanent easement will not have an adverse effect on the remainder of the subject property. We utilize 75% of the fee simple value in our valuation analysis of the proposed permanent easement.

Right of Way Valuation

Unit Value Per SF:			\$0.37 /SF
Times: R.O.W. Size:	2.546 AC	x 43,560 SF =	<u>110,904 SF</u>
Equals: Fee Simple Value of R.O.W. Area			\$41,034
Times Easement's Percentage of Fee Simple Rights:			<u>75%</u>
Equals: Market Value of Easement:			\$30,776
Rounded:			\$30,800

Value of the Temporary Construction Easements:

The Columbia Gas Pipeline Company proposes the acquisition of temporary easements. The area of the temporary easements is analyzed by applying the unit value developed for the fee simple interest in the land and then applying a rental rate.

The temporary construction easements will be relinquished and all rights returned to the owner after construction is completed. The temporary access easement is effectively equivalent to a rental of the land encumbered for an estimated 12 month period for the easement. Using an income approach analogy, at an overall capitalization rate of 6%, a year's rent is considered. We then multiply each of our annual rent conclusions by 1.0 to reflect the 12 month term for which the temporary access easement will be utilized.

Temporary Easement Valuation

Unit Value Per SF:			\$0.37 /SF
Times: Temporary Construction Easement	2.587 AC	x 43,560 SF/AC =	<u>112,690 SF</u>
Equals: Fee Simple Value of T.C.E. Area			\$41,695
Times: Annual Rental Rate for T.C.E.:			<u>6.0%</u>
Equals: Annual Rental of Temporary			\$2,502
Times: T.C.E. Term (Years):	12 Mos.	÷ 12 Mos. / Year =	<u>1.0 Years</u>
Equals: Market Value of Temporary			\$2,502
Rounded:			\$2,500

Short term rentals of small portions of any individual property are extremely unusual. As a result, there is no available market information that can be used to objectively measure or prove the value of

a temporary easement for construction purposes, and any estimate of the value of the proposed temporary easement is therefore primarily a matter of judgment. The total \$2,500 temporary easement value appears reasonable for a 12 month holding period.

Additional Temporary Easement Within Existing Permanent Easement

Since an additional temporary construction easement is proposed to be located within the existing permanent easement, it is considered a temporary rental of land which is already encumbered. We must therefore adjust the fee simple valuation by the estimated encumbrance of the existing permanent easement prior to applying the appropriate rental rate for the temporary easement area. As the proposed easement area encumbers an estimated 75% of the fee simple rights (as discussed above) the remaining rights within the existing permanent easement area approximate 25% of the fee simple rights. We will therefore reduce the fee simple value by a factor indicating the remaining rights and then apply an annual rental rate similar to the prior temporary easement's valuation. Since the resulting value of this Temporary Easement is a small amount we have rounded the calculated value to a nominal amount to defer transactional costs, etc.

Temporary Easement Within Existing Permanent Right of Way Valuation			
Unit Value Per SF:			\$0.37 /SF
Times: Temporary Construction Easement in Existin R.O.W. (T.C.E.) Size:	0.130 AC x	43,560 SF/AC =	5,663 SF
Equals: Fee Simple Value of T.C.E. Area			\$2,095
Times: Percentage of Fee Simple Rights Remaining in Existing Permanent Easement Area:			25%
Value of Remaining Rights in T.C.E. Area			\$524
Times: Annual Rental Rate for T.C.E.:			6.0%
Equals: Annual Rental of Temporary Construction Easement:			\$31
Times: T.C.E. Term (Years):	12 ÷ 12 Mos. / Year	=	1.0 Years
Equals: Market Value of Temporary Construction Easement:			\$31
Nominal Value:			\$500

Final Estimate of Value

Value Estimate Arbitrarily Broken Down

Value Estimate Arbitrarily Broken Down						
Fee Acquisition	Improvements	Damages	Permanent	Temporary Construction Easement	Temporary Easement within Existing R.O.W.	Total
\$0	\$0	\$0	\$30,800	\$2,500	\$500	\$33,800

As previously discussed, we are of the opinion that the proposed easement areas will have no adverse effect to the subject remainder. Therefore, we are of the opinion that there will be no negative effect to the property with the easements present.



Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject property is encumbered by a conservation easement held by the County of Gloucester administered by the New Jersey State Agricultural Development Commission (SADC). Per the instructions of the client we have disregarded the development restrictions imposed by the conservation easement and analyzed the property as if no such encumbrance exists.

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used. Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Summary of Easement Valuations

Permanent Right of Way Valuation:	\$30,800
Temporary Construction Easement Valuation:	\$2,500
Temporary Construction Easement Within Existing R.O.W. Valuation:	\$500
Total Compensation:	\$33,800

Final Opinion of Value

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion		Date of Value	Value Conclusion
Appraisal Premise	Interest Appraised		
Market Value	Subsurface Utility Easement And Associated Temporary Easement(S)	June 25, 2014	\$33,800

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. The subject property is encumbered by a conservation easement held by the County of Gloucester administered by the New Jersey State Agricultural Development Commission (SADC). Per the instructions of the client we have disregarded the development restrictions imposed by the conservation easement and analyzed the property as if no such encumbrance exists.



Exposure and Marketing Times

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Marketing time is an estimate of the amount of time it might take to sell a property at the estimated market value immediately following the effective date of value.

Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local land market, presented earlier in this report, it is our opinion that the probable exposure time for the property is 12 months.

We foresee no significant changes in market conditions in the near term; therefore, it is our opinion that a reasonable marketing period is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 12 months.



Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. John Gillooly, MRICS, SCGRE, CTA, and Matthew S. Krauser, CRE, FRICS made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

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14. As of the date of this report, John Gillooly, MRICS, SCGREA, CTA has completed the Standards and Ethics Education Requirements for Candidates/Practicing Affiliates of the Appraisal Institute.



John Gillooly, MRICS, SCGREA, CTA
Director
Certified General Real Estate Appraiser
New Jersey Certificate # 42RG00140700



Matthew S. Krauser, CRE, FRICS
Senior Director
Certified General Real Estate Appraiser
New Jersey Certificate# 42RG00140700191200



Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal



- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Northern New Jersey, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. Integra Realty Resources – Northern New Jersey is not a building or environmental inspector. Integra Northern New Jersey does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the



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Addendum A
Appraiser Qualifications

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John S. Gillooly, MRICS, SCGRE, CTA

Experience

John Gillooly is the Director in the firm of INTEGRAL REALTY RESOURCES – NORTHERN NEW JERSEY office. He is actively engaged in a wide range of commercial, industrial and residential appraisal assignments. Property types appraised include Full and Limited service hotels and motels, office and industrial buildings, estate property appraisals, subdivision and land development analysis, retail, land conservation, acquisition and preservation.

Assignments include litigation consultation and expert witness testimony in condemnation, property tax assessment, commercial contract disputes, divorce and partitionment litigation, as well as commercial mortgage financing and estate tax valuation, acquisition / disposition analysis, etc.

Professional Activities & Affiliations

- Appraisal Institute
- Affiliate: Association of Municipal Assessors of NJ
- Affiliate: International Association of Assessing Officers
- Member: Integra Realty Resources Hospitality Specialty Practice Group
- Board of Director: Metro NJ Chapter of the Appraisal Institute
- Member: Member: Royal Institute of Chartered Surveyors
- Member: International Right of Way Association

Licenses

- New Jersey, General Appraiser License, 42RG00140700, Expires December 2015
- New Jersey, Real Estate Salesperson, 9233192, Expires June 2015
- New Jersey, Certified Tax Assessor,
- New York, General Appraiser License, 46000050380, Expires June 2016
- Pennsylvania, General Appraiser License, GA004082, Expires June 2015

Education

B.A. in Economics, Rutgers University, Rutgers College, New Brunswick, NJ-January 1989

- Appraisal Institute courses:
- Market Studies and H&B Use Analysis
 - Report Writing & Valuation Analysis
 - Advanced Applications
 - Advanced Income Capitalization
 - Capitalization Theory & Techniques
 - Basic Valuation Procedures
 - Principles of Real Estate Appraisal
 - Uniform Standards of Professional Appraisal Practice

- Rutgers University, Center for Government Services:
- Property Tax Administration
 - Real Property Appraisal I & II

Monmouth University - Real Estate Institute:

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Matthew S. Krauser, CRE, FRICS

Experience

Matthew Krauser is the Senior Director in the firm of INTEGRA REALTY RESOURCES-NORTHERN NEW JERSEY/NEW YORK office. He is actively engaged in a wide range of commercial, industrial, and vacant land assignments. He specializes in tax appeal, condemnation, and litigation oriented appraisals, as well as open space/land preservation.

Additionally, he provides corporate clients and institutional investors an array of real estate consulting services on properties located throughout the New Jersey and New York. Prepares and reviews full narrative appraisals, market studies and feasibility assignments to evaluate acquisition and disposition opportunities, as well as for financing, tax appeals, bankruptcy proceedings, condemnation, and asset management purposes. Often acts in a review capacity for large portfolio assignments throughout the United States pertaining to office, multi-family, residential, industrial and retail properties.

Professional Activities & Affiliations

- Appraisal Institute, May 1994
- Metro Chapter-The Appraisal Institute, December 1998 - December 2002
- Metro Chapter-Princeton Conference-Co Chairman, December 2000 - December 2001
- Metro Chapter-Program, December 2002 - December 2003
- Fellowship of Royal Institute of Chartered Surveyors (FRICS)
- Member: Morris County Chamber of Commerce Leadership Program, December 1997 - December 1998
- Member: Counselors of Real Estate (CRE)
- Member: North Central Jersey Association of Realtors
- Member: International Right of Way Association

Licenses

- New Jersey, Real Estate Salesperson, 9587055, Expires June 2015
- New Jersey, State Certified General Appraiser, 42RG00191200, Expires December 2015
- New York, State Certified General Real Estate Appraiser, 4600049416, Expires March 2015

Education

- Masters of Science – Real Estate, New York University, NY (1999)
- B.A. Degree, Speech Communication, Ithaca College, NY (1994)

- Appraisal Institute courses:
- Principles of Real Estate Appraisal
 - Procedures of Real Estate Appraisal
 - Uniform Standards of Professional Appraisal Practice
 - Ethics of Real Estate Appraisal
 - Basic Income Capitalization
 - Report Writing
 - General Market Highest and Best Use

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Matthew S. Krauser, CRE, FRICS

Education (Cont'd)

As well as continually attending seminars, lectures and classes related to the appraisal field and real estate industry, in general. Lecturer to Universities and various private companies on real estate issues.

Qualified Before Courts & Administrative Bodies

Qualified expert witness before the NJ Tax Court, NJ Superior Court, various planning boards, commissioner hearings and County Tax Boards.

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Integra Realty Resources, Inc. Corporate Profile

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in the United States with 62 independently owned and operated offices in 34 states and the Caribbean. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and all but one are headed by a Senior Managing Director who is an MAI member of the Appraisal Institute.

A listing of IRR's local offices and their Senior Managing Directors follows:

ATLANTA, GA - Sherry L. Watkins, MAI, FRICS
AUSTIN, TX - Randy A. Williams, MAI, SR/WA, FRICS
BALTIMORE, MD - G. Edward Kerr, MAI, MRICS
BIRMINGHAM, AL - Rusty Rich, MAI, MRICS
BOISE, ID - Bradford T. Knipe, MAI, ARA, CCIM, CRE, FRICS
BOSTON, MA - David L. Cary, Jr., MAI, MRICS
CHARLESTON, SC - Cleveland "Bud" Wright, Jr., MAI
CHARLOTTE, NC - Fitzhugh L. Stout, MAI, CRE, FRICS
CHICAGO, IL - Eric L. Enloe, MAI, FRICS
CINCINNATI, OH - Gary S. Wright, MAI, FRICS, SRA
CLEVELAND, OH - Douglas P. Sloan, MAI
COLUMBIA, SC - Michael B. Dodds, MAI, CCIM
COLUMBUS, OH - Bruce A. Daubner, MAI, FRICS
DALLAS, TX - Mark R. Lamb, MAI, CPA, FRICS
DAYTON, OH - Gary S. Wright, MAI, FRICS, SRA
DENVER, CO - Brad A. Weiman, MAI, FRICS
DETROIT, MI - Anthony Sanna, MAI, CRE, FRICS
FORT WORTH, TX - Gregory B. Coak, SR/WA
GREENSBORO, NC - Nancy Tritt, MAI, SRA, FRICS
GREENVILLE, SC - Michael B. Dodds, MAI, CCIM
HARTFORD, CT - Mark F. Bates, MAI, CRE, FRICS
HOUSTON, TX - David R. Daminy, MAI, CRE, FRICS
INDIANAPOLIS, IN - Michael C. Lady, MAI, SRA, CCIM, FRICS
JACKSON, MS - J. Walter Allen, MAI, FRICS
JACKSONVILLE, FL - Robert Crenshaw, MAI, FRICS
KANSAS CITY, MO/KS - Kenneth Jagers, MAI, FRICS
LAS VEGAS, NV - Charles E. Jack IV, MAI
LOS ANGELES, CA - John G. Ellis, MAI, CRE, FRICS
LOS ANGELES, CA - Matthew J. Swanson, MAI
LOUISVILLE, KY - Stacey Nicholas, MAI, MRICS
MEMPHIS, TN - J. Walter Allen, MAI, FRICS
MIAMI/PALM BEACH, FL - Scott M. Powell, MAI, FRICS
MIAMI/PALM BEACH, FL - Anthony M. Graziano, MAI, CRE, FRICS
MINNEAPOLIS, MN - Michael F. Amundson, MAI, CCIM, FRICS
NAPLES, FL - Carlton J. Lloyd, MAI, FRICS
NASHVILLE, TN - R. Paul Perutelli, MAI, SRA, FRICS
NEW JERSEY COASTAL - Hulvor J. Egeland, MAI
NEW JERSEY NORTHERN - Barry J. Krauser, MAI, CRE, FRICS
NEW YORK, NY - Raymond T. Cirz, MAI, CRE, FRICS
ORANGE COUNTY, CA - Larry D. Webb, MAI, FRICS
ORLANDO, FL - Christopher Starkey, MAI, MRICS
PHILADELPHIA, PA - Joseph D. Pasquarella, MAI, CRE, FRICS
PHOENIX, AZ - Walter "Tres" Winius III, MAI, FRICS
PITTSBURGH, PA - Paul D. Griffith, MAI, CRE, FRICS
PORTLAND, OR - Brian A. Glanville, MAI, CRE, FRICS
PROVIDENCE, RI - Gerard H. McDonough, MAI, FRICS
RALEIGH, NC - Chris R. Morris, MAI, FRICS
RICHMOND, VA - Kenneth L. Brown, MAI, CCIM, FRICS
SACRAMENTO, CA - Scott Beebe, MAI, FRICS
ST. LOUIS, MO - P. Ryan McDonald, MAI, FRICS
SALT LAKE CITY, UT - Darrin W. Liddell, MAI, CCIM, FRICS
SAN ANTONIO, TX - Martyn C. Glen, MAI, CRE, FRICS
SAN DIEGO, CA - Jeff A. Greenwald, MAI, SRA, FRICS
SAN FRANCISCO, CA - Jan Kleczewski, MAI, FRICS
SARASOTA, FL - Carlton J. Lloyd, MAI, FRICS
SAVANNAH, GA - J. Carl Schultz, Jr., MAI, FRICS, CRE, SRA
SEATTLE, WA - Allen N. Safer, MAI, MRICS
SYRACUSE, NY - William J. Kimball, MAI, FRICS
TAMPA, FL - Bradford L. Johnson, MAI, MRICS
TULSA, OK - Robert E. Gray, MAI, FRICS
WASHINGTON, DC - Patrick C. Kerr, MAI, SRA, FRICS
WILMINGTON, DE - Douglas L. Nickel, MAI, FRICS
CARIBBEAN/CAYMAN ISLANDS - James Andrews, MAI, FRICS

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Addenda

Addendum B

Comparison of Report Formats

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Comparison of Report Formats

Reporting Options in 2014-2015 Edition of USPAP	Integra Reporting Formats Effective January 1, 2014	Corresponding Reporting Options in 2012-2013 Edition of USPAP
Appraisal Report	Appraisal Report – Comprehensive Format	Self-Contained Appraisal Report
	Appraisal Report – Standard Format	Summary Appraisal Report
	Appraisal Report – Concise Summary Format	Minimum Requirements of Summary Appraisal Report
Restricted Appraisal Report	Restricted Appraisal Report	Restricted Use Appraisal Report



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USPAP Reporting Options

The 2014-2015 edition of USPAP requires that all written appraisal reports be prepared under one of the following options: Appraisal Report or Restricted Appraisal Report.

An Appraisal Report summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions. The requirements for an Appraisal Report are set forth in Standards Rule 2-2 (a) of USPAP.

A Restricted Appraisal Report states the appraisal methods employed and the conclusions reached but is not required to include the data and reasoning that supports the analyses, opinions, and conclusions. Because the supporting information may not be included, the use of the report is restricted to the client, and further, the appraiser must maintain a work file that contains sufficient information for the appraiser to produce an Appraisal Report if required. The requirements for a Restricted Appraisal Report are set forth in Standards Rule 2-2 (b).

Integra Reporting Formats under the Appraisal Report Option

USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal. Accordingly, Integra Realty Resources has established internal standards for three alternative reporting formats that differ in depth and detail yet comply with the USPAP requirements for an Appraisal Report. The three Integra formats are:

- Appraisal Report – Comprehensive Format
- Appraisal Report – Standard Format
- Appraisal Report – Concise Summary Format

An Appraisal Report – Comprehensive Format has the greatest depth and detail of the three report types. It describes and explains the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions. This format meets or exceeds the former Self-Contained Appraisal Report requirements that were contained in the 2012-2013 edition of USPAP.

An Appraisal Report – Standard Format has a moderate level of detail. It summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions. This format meets or exceeds the former Summary Appraisal Report requirements that were contained in the 2012-2013 edition of USPAP.

An Appraisal Report - Concise Summary Format has less depth and detail than the Appraisal Report – Standard Format. It briefly summarizes the data, reasoning, and analyses used in the appraisal process while additional supporting documentation is retained in the work file. This format meets the minimum requirements of the former Summary Appraisal Report that were contained in the 2012-2013 edition of USPAP.

On occasion, clients will request, and Integra will agree to provide, a report that is labelled a Self-Contained Appraisal Report. Other than the label, there is no difference between a Self-Contained Appraisal Report and an Appraisal Report - Comprehensive Format. Both types of reports meet or

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exceed the former Self-Contained Appraisal Report requirements set forth in the 2012-2013 edition of USPAP.

Integra Reporting Format under Restricted Appraisal Report Option

Integra provides a Restricted Appraisal Report format under the USPAP Restricted Appraisal Report option. This format meets the requirements of the former Restricted Use Appraisal Report that were contained in the 2012-2013 edition of USPAP.

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Addendum C
Definitions

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Definitions

The source of the following definitions is *The Dictionary of Real Estate Appraisal, Fifth Edition*, Appraisal Institute, Chicago, Illinois, 2010, unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Class of Office Building

For the purposes of comparison, office space is grouped into three classes. These classes represent a subjective quality rating of buildings, which indicates the competitive ability of each building to attract similar types of tenants. Combinations of factors such as rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception are used as relative measures.

Class A office buildings are the most prestigious office buildings competing for the premier office users, with rents above average for the area. Buildings have high-quality standard finishes, architectural appeal, state-of-the-art systems, exceptional accessibility, and a definite market presence.

Class B office buildings compete for a wide range of users, with rents in the average range for the area. Class B buildings do not compete with Class A buildings at the same price. Building finishes are fair to good for the area, and systems are adequate.

Class C office buildings compete for tenants requiring functional space at rents below the average for the area. Class C buildings are generally older, and are lower in quality and condition.

Deferred Maintenance

Needed repairs or replacement of items that should have taken place during the course of normal maintenance.

Depreciation

A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

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Disposition Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a future exposure time specified by the client.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time specified by the client.
8. Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date of Appraisal

The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Excess Land; Surplus Land

Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued independently.



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Surplus Land: Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

Insurable Value

Value used by insurance companies as the basis for property insurance. Insurable value is not intended to be market value. (Source: *Integra Realty Resources*)

Lease

A contract in which rights to use and occupy land or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

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Leasehold Interest

The tenant's possessory interest created by a lease.

Lease Type

Full Service Lease or Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses.

Full Service + Tenant Electric Lease or Gross + Tenant Electric Lease: A lease in which the tenant pays electric charges for its space but in other respects is a full service or gross lease as defined above. Tenant electric is often abbreviated as "TE". (Source: *Integra Realty Resources*)

Modified Gross Lease: A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease.

Net Lease: A general term for a lease in which the tenant pays all or most of the operating and fixed expenses of a property. Whenever the term net lease is used, an analyst should identify the specific expense responsibilities of the tenant and owner. (Source: *Integra Realty Resources*)

Triple Net Lease: A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, net net net, or fully net lease.

Absolute Net Lease: A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars, or in terms of financial arrangements comparable thereto.

Stecher Property



Addenda

9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Load Factor

A measure of the relationship of common area to usable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of usable area from the rentable area and then dividing the difference by the usable area: $\text{Load Factor} = (\text{Rentable Area} - \text{Usable Area}) / \text{Usable Area}$. Also known as add-on factor.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of



Addenda

value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Rentable Area and Related Terms for Office Buildings

Rentable Area (RA): For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Usable Area

1. For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls, to the center of the partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes called net building area or net floor area.
2. The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.

Floor Common Area: In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, mechanical rooms, elevator lobbies, and public corridors that are available primarily for the use of tenants on that floor. In essence, floor common area represents all of the area on the floor that is common to that respective floor with the exception of those areas that penetrate through the floor, such as the elevator shaft and stairwell. The significant point to be made is that floor common area is not part of the tenant's usable area.

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design and layout.

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

Stabilized Income

Income at that point in time when abnormalities in supply and demand or any additional transitory conditions cease to exist and the existing conditions are those expected to continue over the economic life of the property; projected income that is subject to change, but has been adjusted to reflect an equivalent, stable annual income.



Addenda

Addendum D
Notification Letter

Stecher Property



Addenda

Integra Realty Resources
Northern New Jersey

110 S. Jefferson Road
2nd Floor
Whippany, NJ 07981

T 973 538 3188
F 973 515 2995
info@irr.com
www.irr.com



May 20, 2014

Mr. Gary Stecher
1061 Township Line Road
Swedesboro, NJ 08055

**RE: Proposed Underground Pipeline Easement
60 Ogden Road
Block: 45 – Lot: 12-Q; Farm
Woolwich Township, Gloucester County, NJ**

Dear Property Owner:

Columbia Gas Transmission, LLC is interested in acquiring an easement across a portion of the above noted property.

We have been retained to appraise the property, which is reported to be in your ownership. Please note that there is no charge to you for the appraisal report. The purpose of the appraisal is to estimate the market value of the easement rights which Columbia proposes to acquire.

We will be in the area on Friday, June 6th between 9am and 12 noon for the physical inspection of the property. You have the right to accompany us on the inspection but are not required to do so. Should you wish, our appraisers would be happy to meet with you or your representatives at the time of the inspection. If you would like to attend the inspection and this time is not convenient, would you please contact John Gillooly at our office at 973-538-3188, extension 106 at your earliest convenience.

Thank you for your anticipated cooperation.

Very truly yours,

**INTEGRA REALTY RESOURCES –
NORTHERN NEW JERSEY**

A handwritten signature in black ink, appearing to read "John Gillooly", written over a faint, larger version of the signature.

John Gillooly, MRICS, SCGRE, CTA
Director

JG/ac

cc: Christine A. Roy, Esq. (Watson, Stevens, Rutter & Roy, LLP)
Scott Gwin
County of Gloucester

Stecher Property



110
989-37359
M107



REC
REC
177

Record Return To
Premises: 1718
1718 Sharpless Road
Meadowbrook, PA
19046

Docket: 0038783
Type: EAG Pages: 14
James N. Hovan: Gloucester County Clerk
Receipt #: 276135 12:39:41P Aug 26, 2013
Recording Fee: 170.00 DB 5196 197

E3-E
Page 1 of 9

DEED OF EASEMENT
STATE OF NEW JERSEY
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed of Easement is made August 1, 2013.

Between **Hidden Valley Land Company, Inc., a New Jersey Corporation**, whose address is 1718 Sharpless Road, Meadowbrook, PA, 19046, and is referred to as the Grantor;

AND the **County of Gloucester**, a body politic and corporate organized under the laws of the State of New Jersey, whose address is 2 South Broad Street, Woodbury, New Jersey 08096, and is referred to as the Grantee and/or Board.

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the **Township of Woolwich, County of Gloucester**, described in the attached Schedule A, and for the limited purpose of restrictions contained in Paragraph 13(b), the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of **Three Hundred Twenty Six Thousand Six Hundred Four Dollars and Sixty Cents (\$326,604.60)**.

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A, and for the limited purpose of restrictions contained in Paragraph 13(b), the tract of land described in the attached Schedule C.

The tax map reference for the Premises is:

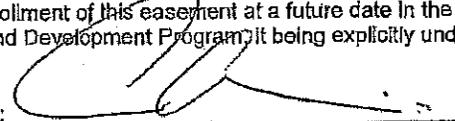
Township of Woolwich
Block 45, Lots 10, 11, 12, 13

WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has endorsed the aforesaid declaration of policy by the State legislature and has established an Agriculture Retention and Development Program in a manner entirely consistent with State statutes, State administrative regulations and the policies and practices of the State Agriculture Development Committee; and

WHEREAS, it is the intention of the Gloucester County Board of Chosen Freeholders to acquire a development easement from Grantor in a fashion consistent with, and pursuant to, terms which will reserve a right and opportunity on the part of the Grantee to enroll the development easement in the State of New Jersey Agriculture Retention and Development Program at some future time according to rules, regulations and policies of the State Agriculture Development Committee then appertaining; and

WHEREAS, this Deed of Easement presently recites that the State Agriculture Development Committee ("Committee") may exercise certain rights and prerogatives with respect to the within easement in anticipation of, and solely in order to facilitate, the possible enrollment of this easement at a future date in the State of New Jersey Agriculture Retention and Development Program, it being explicitly understood that any such rights

Prepared by: 
Carmen Malignaggi, Esq.
Assistant County Counsel, County of Gloucester

ca

and prerogatives of said Committee are inchoate and shall not actually be exercised until such time as this Deed of Easement is in fact enrolled in the aforesaid State Program by: (1) the Committee providing a cost share grant to the Grantee for the acquisition of the Deed of Easement pursuant to N.J.S.A. 4:1C-11 et seq.; and (2) the Committee and Grantee entering into a cost sharing grant agreement;

NOW THEREFORE, THE GRANTOR, GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS PROMISES that the Premises will be owned, used and conveyed subject to, and not in violation of the following restrictions:

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.
2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Premises 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.
3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.
4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:
 - i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
 - ii. No change in the pre-existing nonagricultural use is permitted;
 - iii. No expansion of the pre-existing nonagricultural use is permitted; and
 - iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.
5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.
6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.
7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.
 - i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.

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ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

8. Grantee and Committee and their agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.

11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.

12. Nothing in this Deed of Easement shall be deemed to restrict the right of Grantor, to maintain all roads and trails existing upon the Premises as of the date of this Deed of Easement. Grantor shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

13 (a). At the time of this conveyance, Grantor has (0) existing single family residential buildings on the area to be preserved and (0) residential building used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:

- i. Improvements to agricultural buildings shall be consistent with agricultural uses;
- ii. Improvements to residential buildings shall be consistent with agricultural or single and extended family residential uses. Improvements to residential buildings for the purpose of housing agricultural labor are permitted only if the housed agricultural labor is employed on the Premises; and
- iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.

13 (b). Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the Exception Area, as described in the attached Schedule C, subject to the following conditions:

- i. The Exception Area shall not be moved to another portion of the premises nor shall it be swapped with other land.
- ii. The Exception Area cannot be severed and/or subdivided from the premises.
- iii. The Exception Area is limited to one (1) residential unit.
- iv. Pertaining to the Exception Area, Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person who is occupying or residing on the Exception Area as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons occupying or residing on the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.

14. Grantor may construct any new buildings for agricultural purposes. The construction of any new buildings for residential use, regardless of its purpose, shall be prohibited except as follows:

i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and

ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.

iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

"Residual dwelling site opportunity" means the potential to construct a residential unit and other appurtenant structures on the Premises in accordance with N.J.A.C. 2:76-6.17.

15. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed of Easement. However, no division of the land shall be permitted without the joint approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and Committee must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

i. For purposes of this Deed of Easement, "Agriculturally viable parcel" means that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions, solely from each parcel's agricultural output.

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee or the Committee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee or the Committee do not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

17. This Deed of Easement imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this Deed of Easement.

18. This Deed of Easement is binding upon the Grantor, the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantee; it shall be construed as a restriction running with the land and shall be binding upon any person to whom title to the Premises is transferred as well as upon the heirs, executors, administrators, personal or legal representatives, successors, and assigns of all such persons.

19. Throughout this Deed of Easement, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

20. The word 'Grantor' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantor, including but not limited to the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns.

21. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words, "heirs, executors, administrators, personal or legal representatives, successors and assigns" have been inserted after each and every designation.

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future. In the event that the law permits the conveyance of said development rights, Grantee agrees to reimburse the Committee at a certain percentage of the value of the development rights as determined at the time of the subsequent conveyance. The percentage of reimbursement shall be based on the respective funding contributions of the Grantee and Committee as set forth in the cost-sharing grant agreement entered into by Grantee and the Committee when these development rights are enrolled in the New Jersey Agriculture Retention and Development Program.

23. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed of Easement. For this purpose, the Grantee's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the fair market value of the development easement as certified by the Committee at the time of the initial acquisition and the denominator of which is the full fair market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as (\$4,900.00/\$9,400.00).

Furthermore, in the event that this Deed of Easement is enrolled in the New Jersey Agriculture Retention and Development Program by the Committee providing the Grantee with a cost share grant for the acquisition of this Deed of Easement, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants as set forth in the aforementioned cost sharing grant agreement. The Grantee shall use its share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

24. Grantor understands and accepts that Grantee may, at its sole option, apply to have this easement enrolled for participation in the State of New Jersey Agriculture Retention and Development Program as administered by the State Agriculture Development Committee. It is the intention of Grantor to convey to Grantee, by this present instrument, all of the rights which would have to be conveyed under N.J.S.A. 4:1C-11, et seq. and under N.J.A.C. 2:76-1.1, et seq. in order to qualify this easement for participation in the State Program. Grantor hereby agrees and undertakes to cooperate with Grantee in any appropriate aspect of the State application process and to execute any necessary papers presented by the State or by Grantee in connection therewith. Grantor hereby consents to the participation in or exercise of any of Grantee's rights and obligations hereunder by the State Agriculture Development Committee or any other State agency or political subdivision of the State of New Jersey. Grantee stipulates that any rights and prerogatives that this Deed of Easement extends to the

es

Committee (which entity is neither a party to this conveyance nor to any of the negotiations and agreements leading up to same) are inchoate and shall not be exercised unless and until the Committee provides a cost share grant to the County for the acquisition of the Deed of Easement pursuant to N.J.S.A. 4:1C-11 et seq. and enters into a cost sharing grant agreement with the County.

25. No historic building or structure located on the Premises may be demolished by the grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as of the date of this Deed of Easement, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

The Grantor signs this Deed of Easement as of the date of the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers, and its corporate seal, if any, is affixed.

Hidden Valley Land Company, Inc.,
a New Jersey Corporation

By: Charles M. Spector (L.S.)

Charles M. Spector
Sole and Managing Member

(CORPORATE ACKNOWLEDGEMENT)

State of New Jersey, County of Gloucester ss.:

I CERTIFY that on August 1, 2013, the subscriber, **Charles M. Spector**, personally appeared before me, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction, that he is the **Sole and Managing Member of Hidden Valley Land Company, Inc., a New Jersey Corporation**, the company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution by consent of the said **Sole and Managing Member of Hidden Valley Land Company, Inc., a New Jersey Corporation**; that the subscriber(s) well knows the seal of said **Hidden Valley Land Company, Inc., a New Jersey Corporation**, and that the seal affixed to this instrument is the proper seal of the said company, and was thereto affixed; and said instrument signed and delivered by said **Hidden Valley Land Company, Inc., a New Jersey Corporation**, as and for the voluntary act and deed of the said company in presence of deponent, who thereupon subscribed his/her name thereto; and that the full and actual consideration paid to purchase a development easement as evidenced by this DEED OF EASEMENT is **Three Hundred Twenty Six Thousand Six Hundred Four Dollars and Sixty Cents (\$326,604.60)**.



(print name and title below signature)

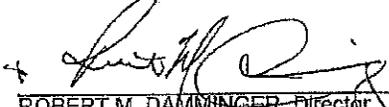
*Carmen A. Malignaggi
 Attorney at Law
 State of New Jersey*

CO

(COUNTY BOARD OF CHOSEN FREEHOLDERS)

THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS has approved the purchase of the development easement on the premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., P.L. 1983, c.32 and pursuant to the provisions of the Gloucester County Farmland and Open Space Trust Fund Plan.

ACCEPTED AND APPROVED this 29 day of July, 2013.

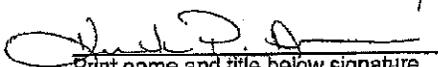

ROBERT M. DAMMING, Director
Gloucester County Board of Chosen Freeholders

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

I CERTIFY that on July 29, 2013, the subscriber ROBERT M. DAMMING, personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Deed of Easement;
- (b) signed, sealed and delivered this Deed of Easement as the Freeholder Board's act and deed; and
- (c) Is the Director of the Gloucester County Board of Chosen Freeholders.

Signed and sworn to before me on July 29, 2013.


Print name and title below signature

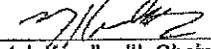
KENNETH ATKINSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 10, 2016

69

(COUNTY AGRICULTURE DEVELOPMENT BOARD)

THE UNDERSIGNED, being Chairperson of the Gloucester County Agriculture Development Board, hereby accepts and approves the foregoing restrictions, benefits and covenants.

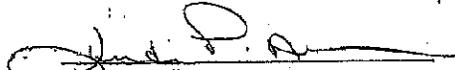
ACCEPTED AND APPROVED this 25 day of July, 2013.



West J. Kandle, III, Chairperson
Gloucester County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:
I CERTIFY that on July 25, 2013, West J. Kandle, III, personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed; and (c) is the Chairperson of the Gloucester County Agriculture Development Board.

Sworn and subscribed before me on July 25, 2013.



Notary Public

KENNETH PATKINSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 23, 2018

CA



BACH Associates, PC
ENGINEERS • ARCHITECTS • PLANNERS

SCHEDULE "A"
DESCRIPTION OF FARMLAND PRESERVATION EASEMENT
Hidden Valley Land Co.

Township of Woolwich
Gloucester County
Lands N/F Hidden Valley Land Co

July 23, 2013
Block 45, Lots 10 to 13
60 Ogden Road
Farmland Preservation Easement

ALL THAT CERTAIN tract or parcel of land located at 60 Ogden Road in the Township of Woolwich, County of Gloucester, and State of New Jersey, bound and described as follows:

COMMENCING at a set iron pin and cap at the intersection of the widened Northerly right-of-way line of Ogden Road (25.00' from centerline), where intersected by the westerly line of the New Jersey Turnpike (300' wide). Said iron pin having New Jersey Plane Coordinate System NAD 1983 (NJPCS) Values of N 328,121.7278 feet and E 263,182.9234 feet, and from said beginning point and in said bearing system running:

(1) Along said widened Northerly right-of-way line of Ogden Road, North 67 Degrees 05 Minutes 40 Seconds West, a distance of 831.25' (passing over an iron pin and cap set at 826.25 feet) to an angle point along said line of Ogden Road, thence

(2) Along said line of Ogden Road, North 65 Degrees 41 Minutes 55 Seconds West, a distance of 17.17 feet +/- to a point in the centerline of the West Branch of Church Run and the boundary of Woolwich Township and the Borough of Swedesboro, thence

(3) Along the various courses of West Branch of Church Run and along said boundary of Woolwich Township and the Borough of Swedesboro with a tie-line of North 19 Degrees 22 Minutes 57 Seconds East, a distance of 1833.55 feet to a point in same at the corner of Block 45 Lot 10 Woolwich Township and Block 52 Lots 1 and 2 in the Borough of Swedesboro; thence

(4) Leaving said centerline of Church Run and along the Southerly line Block 52 Lot 2 in the Borough of Swedesboro, South 83 Degrees 46 Minutes 34 Seconds West, a distance of 71.68 feet +/- to an iron pin found; thence

(5) Along the Easterly line of said Block 52 Lot 2 in the Borough of Swedesboro Southerly, North 22 Degrees 43 Minutes 26 Seconds East, a distance of 279.77 feet to an iron pin found at the corner of Block 45 Lots 9 and 10; thence

(6) Along said common line of Block 5 Lots 9 and 10 and along an apparent Title Gore Area, South 65 Degrees 17 Minutes 04 Seconds East, a distance of 506.25 feet to an angle point marked by a found stone being North 47 Degrees 07 Minutes 57 Seconds East, a distance of 1.37 from said angle point; thence

(7) Still along the same and along an existing 50' wide Colonial Pipeline Easement, South 47 Degrees 38 Minutes 04 Seconds East, a distance of 688.57 feet to a an angle point in the same, being marked by a found iron pin; thence.

Lots 10 to 13, Block 45
Woolwich Township
County of Gloucester
Bach Project No. GC2013-1B
Page 2 of 3

(8) Still along the same and along said existing 50' wide Colonial Pipeline Easement, South 61 Degrees 50 Minutes 14 Seconds East, a distance of 811.26 feet to an iron pin found at the corner of Block 45 Lots 9.01 and 11 along said line of the New Jersey Turnpike; thence.

(9) Along said line of the New Jersey Turnpike, South 52 Degrees 23 Minutes 06 Seconds West, a distance of 1269.11 feet to a corner being marked by a found iron pin; thence.

(10) Continuing along the same, North 62 Degrees 37 Minutes 58 Seconds West, a distance of 22.06 feet to a corner being marked by a found iron pin; thence.

(11) Continuing along the same, South 52 Degrees 23 Minutes 06 Seconds West, a distance of 642.50 feet to a corner being marked by a found iron pin; thence.

(12) Continuing along the same, North 26 Degrees 52 Minutes 21 Seconds East, a distance of 46.44 feet to a corner being marked by a found iron pin; thence.

(13) Continuing along the same, South 52 Degrees 23 Minutes 06 Seconds West, a distance of 233.82 feet to the point and Place of Beginning.

CONTAINING within said Bounds: 67.654 Acres.

Excepting from said Bounds the following 1.00 Acre Non-Severable exception:

COMMENCING at a set concrete monument in the widened Northerly right-of-way line of ~~Ogden Road (25.00 feet from centerline)~~—Said point being ~~North 67 Degrees 05 Minutes 40~~ Seconds West, a distance of 445.30 feet from the intersection of the widened Northerly right-of-way line of Ogden Road (25.00' from centerline), where intersected by the westerly line of the New Jersey Turnpike (300' wide). Said concrete monument having New Jersey Plane Coordinate System NAD 1983 (NJPCS) Values of N 328,295.0438 feet and E 263,772.7358 feet:

 **BACH Associates, PC**
ENGINEERS • ARCHITECTS • PLANNERS

304 White Horse Pike, Haddon Heights, NJ 08035
(856) 546-8611 • Fax (856) 546-8612

CS

(1) Along said line of Ogden Road (25.00 feet from centerline), North 67 Degrees 05 Minutes 40 Seconds West, a distance of 208.71 feet to a set concrete monument; thence the following five (3) courses through Lot 12, Block 45:

(2) North 22 Degrees 54 Minutes 20 Seconds East, a distance of 208.71 feet to a set iron pin; thence

(3) South 67 Degrees 05 Minutes 40 Seconds East, a distance of 208.71 feet to a set iron pin; thence

(4) South 22 Degrees 54 Minutes 20 Seconds West, a distance of 208.71 to the point and Place of Beginning.

Containing within said Non-Severable Exception 1.00 Acre.

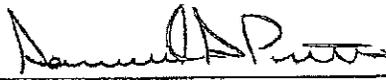
Total Net Farmland Preservation Easement of Parcel: 66.654 Acres.

Subject to a 50-foot wide Colonial Gas Pipeline right-of-way easement DB 1666 Pg. 233.

Subject to a 25 foot wide drainage easement affecting lot 11.

Subject to slope, grading and drainage rights of the State of New Jersey in, over and along that portion of premises abutting the New Jersey Turnpike.

The above description was written pursuant to a Survey of Property designated as Block 45, Lots 10 to 13 Block 45 in the Township of Woolwich, County of Gloucester, State of New Jersey, said survey was prepared by Bach Associates, P.C., 304 White Horse Pike, Haddon Heights, New Jersey, 08035, dated 7/03/2013, last revised 7/23/2013 and is marked as file No. GC2013-1B.

 7/23/13

Samuel S. Previtara, P.L.S. Date
NJ Professional Land Surveyor License No. GS38976

S:\GC2013 Gloucester County\1B- Hidden Valley Land- Woolwich tep. (BL 45 Lots 10-13) 67 acres\Legals\Farmland Easment Bl. 45 Lots 10-13.docx

SCHEDULE "B"

Grantor certifies that at the time of the application to sell the development easement to the Grantee no non-agricultural uses existed. Grantor further certifies that at the time of the execution of this Deed of Easement no non-agricultural uses exist.

6

"Schedule C"

DOCKET# 00038783 DB 5106 210



BACH Associates, P.C.
ENGINEERS • ARCHITECTS • PLANNERS

SCHEDULE "C"
DESCRIPTION OF SEVERABLE EXCEPTION
TO FARMLAND PRESERVATION EASEMENT
Hidden Valley Land Co.

Township of Woolwich
Gloucester County
Lands N/F Hidden Valley Land Co

July 23, 2013
PIO Block 45 Lot 12
60 Ogden Road
Non-Severable Exception

ALL THAT CERTAIN tract or parcel of land located at 60 Ogden Road in the Township of Woolwich, County of Gloucester, and State of New Jersey, bound and described as follows:

COMMENCING at a set concrete monument in the widened Northerly right-of-way line of Ogden Road (25.00 feet from centerline). Said point being North 67 Degrees 05 Minutes 40 Seconds West, a distance of 445.30 feet from the intersection of the widened Northerly right-of-way line of Ogden Road (25.00' from centerline), where intersected by the westerly line of the New Jersey Turnpike (300' wide). Said concrete monument having New Jersey Plane Coordinate System NAD 1983 (NJPCS) Values of N 328,295.0438 feet and E 263,772.7358 feet:

(1) Along said line of Ogden Road (25.00 feet from centerline), North 67 Degrees 05 Minutes 40 Seconds West, a distance of 208.71 feet to a set concrete monument; thence the following five (3) courses through Lot 12, Block 45:

(2) North 22 Degrees 54 Minutes 20 Seconds East, a distance of 208.71 feet to a set iron pin; thence

(3) South 67 Degrees 05 Minutes 40 Seconds East, a distance of 208.71 feet to a set iron pin; thence

(4) South 22 Degrees 54 Minutes 20 Seconds West, a distance of 208.71 to the point and Place of Beginning.

Containing within said Non-Severable Exception of 1.00 Acre and a portion of Block 45 Lot 12

The above description was written pursuant to a Survey of Property designated as Block 45, Lots 10 to 13 Block 45 in the Township of Woolwich, County of Gloucester, State of New Jersey, said survey was prepared by Bach Associates, P.C., 304 White Horse Pike, Haddon Heights, New Jersey, 08035, dated 7/03/2013, last revised 7/23/2013 and is marked as file No. GC2013-1B.

 7/23/13

Samuel S. Previtera, P.L.S. Date
NJ Professional Land Surveyor License No. GS38976

S:\GC2013 Gloucester County\1B- Hidden Valley Land- Woolwich tep. (BL 45 Lots 10-13) 67 acres\Legal\1-Schedule C Non-Severable Exception Bl. 45 Lot 12.docx

304 White Horse Pike, Haddon Heights, New Jersey 08035 Phone (856) 546-8611 Fax (856) 546-8612

60

ALP



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF LAW
25 MARKET STREET
PO Box 093
TRENTON, NJ 08625-0093

JOHN J. HOFFMAN
Acting Attorney General

JEFFREY S. JACOBSON
Director

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

March 27, 2015

VIA E-MAIL

Michael K. Rutter, Esq.
Watson Stevens Rutter & Roy
3 Paragon Way
Suite 300
Monmouth Executive Center
Freehold, New Jersey 07728

Re: Transcontinental Gas Pipeline Co., LLC
Leidy Southeast Expansion Project
Condemnation of farmland preserved properties

Dear Mr. Rutter:

Please accept this letter in response to your letter of January 8, 2015. I am writing to correct a statement in your letter that indicated that the State Agriculture Development Committee ("SADC") requested that Transco not directly negotiate with the owners of preserved farms to determine a value for condemnation actions associated with the above-captioned project.

SADC did not make such a request of Transco. In fact, SADC has no objection to Transco negotiating with the owners of preserved farms to settle these actions. However, any such negotiations are subject to the caveat that SADC and the counties, where applicable, have the right to approve such settlements as the holder(s) of the development rights for the farmland preserved properties. Further, the SADC and the counties are required to participate in the compensation paid by Transco on preserved farm properties. Therefore, it is important landowners are aware of that fact during negotiations with Transco.



March 27, 2015

Page 2

The Agriculture Retention and Development Act ("ARDA") prohibits SADC from voluntarily re-conveying its interest in farmland preserved properties. Therefore, Transco must obtain its right to construct expanded utility infrastructure through the process of condemnation. Based on ARDA's prohibition on the re-conveyance of development easements, the condemning authority must first obtain a court order to condemn farmland preserved property before SADC can take a position as to valuation.

Now that Transco has obtained the right to condemn portions of preserved farmland associated with the Leidy Southeast Expansion Project pursuant to court orders, the SADC looks forward to working with all parties involved in the expeditious resolution of these cases.

I hope this letter serves to clarify SADC's position regarding this matter.

Sincerely yours,

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 

Jason Stypinski
Deputy Attorney General

cc: Susan E. Payne, Executive Director, SADC
Brian D. Smith, Esq., Chief Legal Advisor, SADC
Timothy Brill, Agricultural Retention Program Manager, SADC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

COLUMBIA GAS TRANSMISSION,
LLC, a limited liability
company of the State of
Delaware,

Plaintiff,

v.

2.510 ACRES OF LAND IN THE
BOROUGH OF SWEDSBORO,
GLOUCESTER COUNTY, NEW JERSEY,
GARY STECHER, fee owner, and
THE COUNTY OF GLOUCESTER,

Defendants.

HONORABLE JEROME B. SIMANDLE

Civil Action
No. 15-212 (JBS/KMW)

ORDER

This matter comes before the Court on Plaintiff Columbia Gas Transmission, LLC's (hereinafter, "Plaintiff") motion for preliminary injunction [Docket Item 1]; and the Court having considered Plaintiff's submissions; and the Court noting that Defendant Stecher does not object to the relief requested by Plaintiff's motion, namely, immediate possession of the requested easements across Defendant Gary Stecher's property [Docket Item 15]; and for the reasons explained in the Memorandum Opinion of today's date; and for good cause shown;

IT IS this 6th day of February, 2015, hereby

ORDERED that Plaintiff's motion for preliminary injunction [Docket Item 1] shall be, and hereby is, **GRANTED**; and it is further

ORDERED that an Order for Condemnation shall issue.

s/ Jerome B. Simandle
JEROME B. SIMANDLE
Chief U.S. District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

COLUMBIA GAS TRANSMISSION, LLC, a
limited liability company of the State of Delaware,

Plaintiff,

v.

2.510 Acres Of Land In The Borough of
Swedesboro, Gloucester County, New Jersey;
GARY STECHER, fee owner; THE COUNTY OF
GLOUCESTER; THE STATE OF NEW JERSEY,
BY THE SECRETARY OF THE DEPARTMENT
OF AGRICULTURE (State Agriculture
Development Committee),

Defendants.

HONORABLE JEROME B. SIMANDLE

Civil Action N.

1:15-cv-00212-JBS-KMW

ORDER FOR CONDEMNATION

This matter having come before the Court on the application of Watson, Stevens, Rutter & Roy, LLP, attorneys for the plaintiff, Columbia Gas Transmission, LLC ("Columbia"), for an Order determining that plaintiff is duly vested with and has duly exercised its authority to acquire the property rights being condemned, authorizing Columbia to deposit the amount of estimated compensation into the Court's registry pursuant to L. Civ. R. 67.1(a), and determining that Columbia, upon payment of the estimated compensation into Court, be given full possession of the property rights being condemned;

And neither Eric M. Campo, Assistant County Counsel for defendant, The County of Gloucester, nor Joan S. Adams, of Adams & Adams, counsel for defendant, Gary Stecher, having opposed the requested relief set forth above;

And the Court having first considered the papers filed and it appearing that plaintiff is entitled, under the Natural Gas Act, 15 U.S.C. 717f(h), and under the provisions of a Certificate

of Convenience and Public Necessity issued by the Federal Energy Regulatory Commission on December 18, 2014 (in FERC Docket No. CP14-17-000) to maintain this condemnation action;

And it appearing that the defendant owner's property appears on the alignment sheets submitted to FERC along with the application and that the certificated 20-inch diameter pipeline, with any appurtenant facilities for the transportation of natural gas, is to be built under or across a strip of land, totaling 2.510 acres, of variable width, on defendant owner's lands;

And the Court having then determined that an Order for Condemnation should issue;

And it appearing that Columbia is entitled, under the equitable powers of the Court, to an order for full possession of the property rights condemned so as to allow the construction of the pipeline on defendant owner's property to begin on February 9, 2015; for the reasons stated in the Memorandum Opinion of today's date;

It is on this 6th day of February, 2015,

ORDERED AND ADJUDGED as follows:

1. Plaintiff, Columbia Gas Transmission, LLC, is authorized to and has duly exercised its power of eminent domain in this action. This Court GRANTS Columbia's application for an Order for Condemnation of the permanent and temporary easements sought;
2. Columbia is entitled to relief under the equitable powers of this Court and shall receive possession of the property rights being condemned on defendant owner's property identified as Lot 10 in Block 4, as shown on the Official Tax Map of the Township of Woolwich, County of Gloucester and State of New Jersey, as follows:
 - a. A permanent right-of-way and easement, under and across a strip of land, totaling 2.510 acres, generally 25 feet in width, on defendant owner's lands identified as Lot 10 in Block 45 as shown on the Official Tax Map of the Township of

Woolwich, County of Gloucester and State of New Jersey, said strip of land being designated as "Area of Permanent Easement" on Columbia Drawing No. NJ-GL-041.100BC.dwg, dated June 5, 2014 (two pages). A copy of said drawing is annexed hereto as Exhibit A.

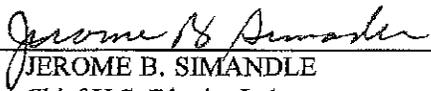
- b. A temporary construction easement totaling 2.567 acres, said lands being designated as "Area of T.W.S." (2.538 acres) and "Area of A.T.W.S." (0.029 acres), and additional temporary workspace on lands totaling 0.134 acres, said lands being designated as "Area of T.W.S. Within Existing Easement" on Columbia Drawing No. NJ-GL-041.100BC.dwg.
3. Columbia, upon payment of the amount of \$33,800 into the Registry of this Court, as directed in paragraph 4 below, shall be entitled to enter upon the permanent and temporary easements condemned in this action;
 4. Payment shall be made as follows:
 - a. Columbia shall remit the above recited amount to the Clerk of the Court for deposit into the Registry of this Court. The Clerk shall deposit the amount received into the Registry of this Court and then, as soon as the business of his office allows, the Clerk shall deposit these funds into the interest-bearing Court Registry Investment System (C.R.I.S.) administered by the Administrative Office of the United States Courts as Custodian, pursuant to L.Civ.R.67.1(a)(2);
 - b. The sum of money so invested in the interest-bearing C.R.I.S. fund shall remain on deposit until further order of this Court at which time the funds, together with interest thereon, shall be retrieved by the Clerk and re-deposited into the non-interest-bearing Registry of the Court for disposition pursuant to the further order

of the Court;

- c. The custodian shall deduct a miscellaneous schedule fee for the handling of registry funds, as authorized by the Judicial Conference of the United States and the Standing Order of this Court dated June 30, 1989, as amended November 30, 1990, and May 19, 2011, of 10% of the income earned on this account and each subsequent deposit of new principal so deposited while invested in the C.R.I.S.; and
 - d. A certified copy of this Order shall be personally served, by the plaintiff's attorneys, upon the Clerk of this Court, the Chief Deputy of Administration, Chief Deputy of Operations, or Finance Manager;
5. That plaintiff shall be entitled to receive a certified copy of this Order from the Clerk of the Federal District Court, District of New Jersey, which certified copy may then be recorded in a Deed Book at the offices of the Clerk of Gloucester County as plenary evidence and record notice of plaintiff's right to have, hold, use, occupy, possess, and enjoy the permanent and temporary easements, as shown on Exhibit A, for the purposes of laying, constructing, operating, maintaining, repairing, altering, replacing, and removing, from time to time, with full right of ingress and egress, a pipeline with its appurtenant facilities for the transportation of natural gas;
 6. That defendant owner, Gary Stecher, and any and all entities in possession or control of the property described in the Verified Complaint herein, shall surrender possession and control of the 2.510 acre permanent right of way and easement, and the described temporary easements, as shown on Exhibit A, to the plaintiff;
 7. This Court will hereafter establish the schedule for any discovery and proceedings to fix

the just compensation to be paid in this matter; and

8. Plaintiff's attorney shall serve a copy of this Order for Judgment by regular mail addressed to counsel who have appeared for defendants Gary Stecher and the County of Gloucester, and by regular mail on all other defendants who did not appear, within seven (7) days of the entry of this Order.



JEROME B. SIMANDLE
Chief U.S. District Judge

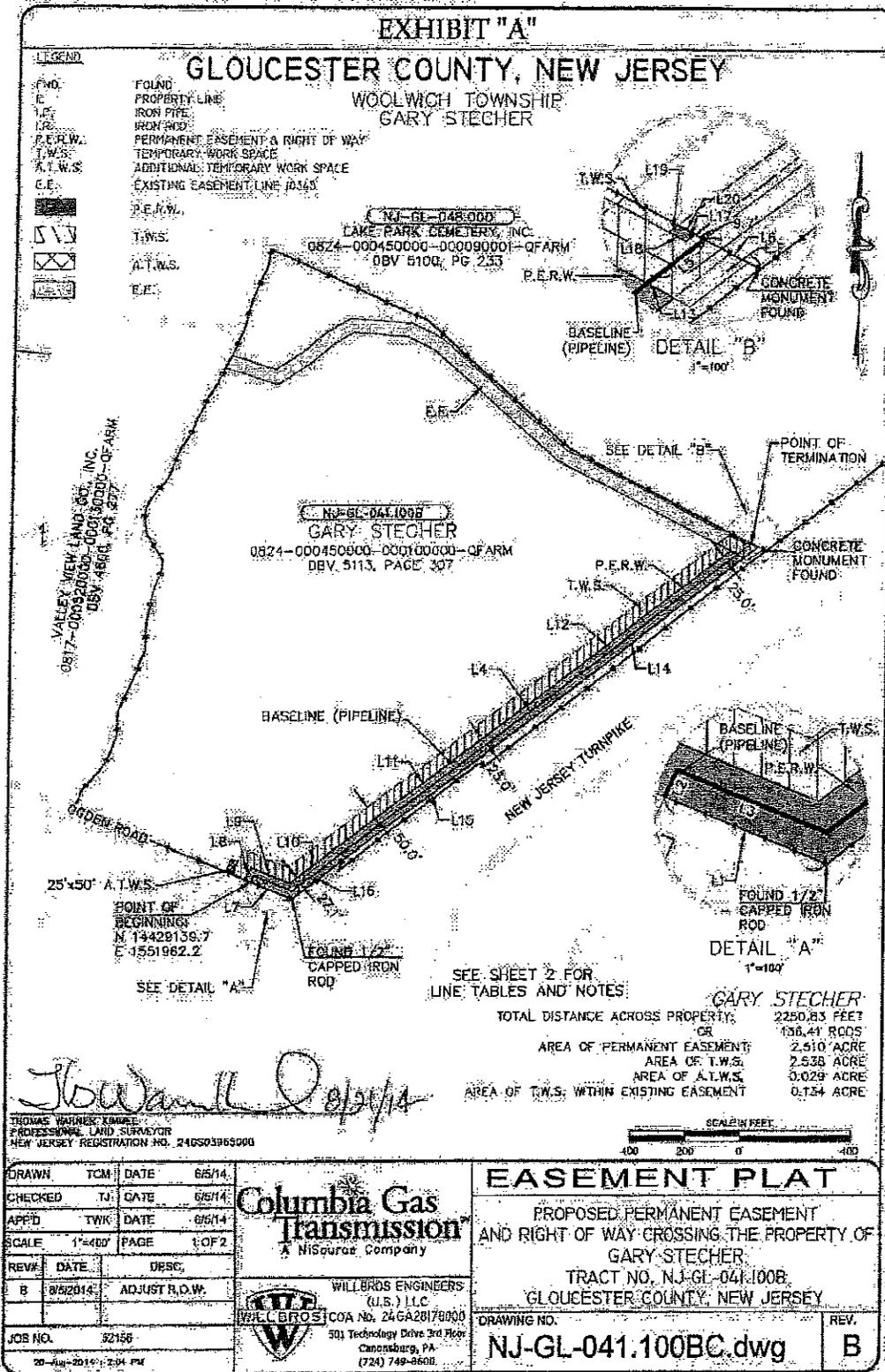


EXHIBIT "A"

GLOUCESTER COUNTY, NEW JERSEY
 WOOLWICH TOWNSHIP
 GARY STECHER

BASELINE (PIPELINE)			P.E.R.W.		
Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	159.70'	N67° 26' 58"W	L7	184.73'	N67° 26' 58"W
L2	26.90'	N24° 58' 14"E	L8	60.04'	N24° 58' 14"E
L3	147.11'	S67° 17' 19"E	L9	153.47'	S67° 26' 58"E
L4	2022.47'	N52° 22' 38"E	L10	204.76'	N52° 04' 07"E
L5	54.35'	N51° 59' 59"E	L11	787.16'	N52° 36' 25"E
L6	57.54'	S62° 15' 30"E	L12	996.63'	N52° 22' 38"E
			L13	54.90'	S62° 00' 26"E
			L14	1019.50'	S52° 22' 38"W
			L15	786.93'	S52° 36' 25"W
			L16	233.67'	S52° 04' 07"W
			L17	10.63'	N53° 21' 52"E
			L18	17.44'	S62° 00' 26"E
			L19	10.43'	S51° 59' 59"W
			L20	17.76'	N62° 15' 30"W

NOTES

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON THE UTM COORDINATE SYSTEM, ZONE 18, NORTH AMERICAN DATUM OF 1983, US SURVEY FEET, AS DERIVED FROM OPUS BASED GNSS TECHNOLOGY BY AN IN THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC, IN 2012. A CORRECTION FACTOR OF 0.0000156083 WAS ESTABLISHED FOR THIS PROJECT. TO OBTAIN GROUND DISTANCES, DIVIDE DISTANCES SHOWN HEREON BY THE CORRECTION FACTOR.
- THE OWNERSHIP OF THE SUBJECT TRACT SHOWN HEREON WAS DETERMINED WITHOUT BENEFIT OF A 30 YEAR LIMITED TITLE CERTIFICATE AND IS BASED UPON DEEDS PROVIDED BY OTHERS. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
- IF THIS PLAN AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.
- THE SOLE PURPOSE OF THIS DOCUMENT IS TO IDENTIFY THE LOCATION OF THE PROPOSED EASEMENT(S).

SEE SHEET 1 FOR BASELINE & PERMANENT EASEMENT DESCRIPTION

Shawna K Q 8/21/14

DRAWN	TCM	DATE	5/23/14	Columbia Gas Transmission NISource Company	EASEMENT PLAT	
CHECKED	TJ	DATE	5/23/14		PROPOSED PERMANENT EASEMENT AND RIGHT OF WAY CROSSING THE PROPERTY OF GARY STECHER	
APP'D	TWK	DATE	5/23/14		TRACT NO. NJ-GL-041.100B GLOUCESTER COUNTY, NEW JERSEY	
SCALE	1"=400'	PAGE	2 OF 2		DRAWING NO. NJ-GL-041.100BC.dwg	
REV#	DATE	DESC.		 WILLBROS ENGINEERS (U.S.) LLC COA No. 246A28178000 501 Technology Drive, 3rd Floor Canonsburg, PA (724) 749-5600	REV.	B
B	8/5/2014	ADJUST R.O.W.				
JOB NO.	52108					
20-Aug-2014 1:20:4 PM						



Watson Stevens Rutter & Roy LLP

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April 9, 2015

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Russell E. Watson (1909-1970)
A. Dudley Watson (1917-1990)
Edward L. Webster Jr. (1950-1987)
Joseph Stevens (1986-2003)

BY ELECTRONIC MAIL ONLY

Joan S. Adams, Esq.
Adams & Adams
1534 Kings Highway
Swedesboro, New Jersey 08085
E-mail: Info@adamsadamslaw.com

Eric M. Campo, Assistant County Counsel
Office of County Counsel
County of Gloucester
1200 North Delsea Drive - Building A
Clayton, New Jersey 08312
E-mail: ecampo@co.gloucester.nj.us

Re: Columbia Gas Transmission, LLC
Proposed East Side Expansion Project
Tax Map: Block 45, Lot 12
Owner: Gary Stecher
Woolwich Township, Gloucester County

Dear Counsel:

As you know, this office represents Columbia Gas Transmission, LLC ("Columbia"). As you also know, Columbia filed a condemnation action on January 12, 2015 in order to acquire a permanent right of way and easement across the above referenced property (the "Property"), plus additional temporary work space in connection with its Proposed East Side Expansion Project (the "Project").

Specifically, Columbia requires a permanent right of way and easement for the purposes of laying, constructing, operating, maintaining, repairing, altering, replacing and removing, from time to time, one 20-inch diameter pipeline with its appurtenant facilities for the transportation of

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Phone: (732) 462-1990 ■ Fax: (732) 462-1993
www.watsonstevens.com

Joan S. Adams, Esq.
Eric M. Campo, Esq.
April 9, 2015
Page 2

natural gas upon, under or across a strip of land, totaling 2.546 acres, generally 50 feet in width, on lands identified as Lot 12 in Block 45 as shown on the Official Tax Map of the Township of Woolwich, County of Gloucester and State of New Jersey, said strip of land being designated as "PERMANENT EASEMENT & RIGHT OF WAY" on Columbia Drawing No. NJ-GL-041.100BC.dwg, dated June 5, 2014 (two pages), which was previously provided to you.

Also, but only during the course of initial construction or future construction or repairs of the pipeline mentioned above, Columbia further requires temporary construction easements consisting of the right to enter upon, clear off and use for purposes of such construction additional lands totaling 2.587 acres, said lands being designated as "TEMPORARY WORK SPACE" (2.558 Acres) and "ADDITIONAL TEMPORARY WORK SPACE" (0.029 Acres) on Columbia Drawing No. NJ-GL-041.100BC.dwg.

Also, but only during the course of initial construction or future construction or repairs of the pipeline mentioned above, Columbia further requires an additional temporary construction easement within the proposed permanent easement, consisting of the right to enter upon, clear off and use for purposes of such construction additional lands totaling 0.130 acres, said lands being designated as "EXISTING EASEMENT" on Columbia Drawing No. NJ-GL-041.100BC.dwg.

Columbia has retained an appraiser, John Gillooly of Integra Realty Resources, of Whippany, New Jersey, to complete an appraisal of the market value of the property rights which Columbia proposes to acquire across the Property. Mr. Gillooly valued the permanent and temporary easements needed by Columbia to be \$33,800. A copy of his appraisal, dated July 10, 2014, which was also previously provided to you.

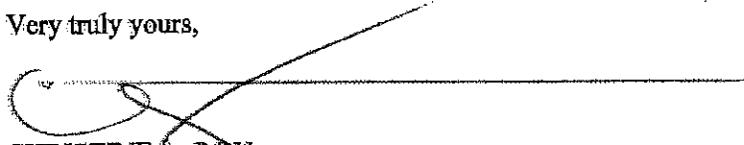
On behalf of Columbia, we are offering \$124,143.04 for the permanent and all temporary rights described above. Said amount was determined on \$55.00 per linear foot of pipe. Since the fee owner does not own all the rights which Columbia must acquire, and the amount offered is intended to pay for all required rights, that amount must be shared between the fee owner and the holder of the non-agricultural development rights. It is our understanding that the percentages of any respective shares of the amount offered are set forth in or governed by the Deed of Easement which conveyed the non-agricultural rights to the Property.

Please note that the amount offered above is for land rights and does not cover any damages for crop losses which may occur during Columbia's construction of the pipeline, which Columbia may have already addressed with the fee owner. Payment for crop losses and any other physical damages to the Property that do not directly affect the non-agricultural development rights will be made directly to the fee owner and such payments are not subject to claims by the holder of the non-agricultural development rights to the Property.

Joan S. Adams, Esq.
Eric M. Campo, Esq.
April 9, 2015
Page 3

Please let me know if Columbia's offer is acceptable to you. Thank you.

Very truly yours,



CHRISTINE A. ROY

cc: Mr. Shawn Tolle (by electronic mail)
Tim Armstead, Esq. (by electronic mail)
Ms. Ashley Labenz (by electronic mail)

A 7

RESOLUTION MERGING AND REORGANIZING COUNTY DEPARTMENTS

WHEREAS, N.J.S.40:20-1 specifically provides that the property, finances and affairs of every County shall be managed, controlled and governed by the Board of Chosen Freeholders of that County and the executive and legislative powers of the County shall be vested in the Board of Chosen Freeholders; and

WHEREAS, N.J.S.40:20-1.2 provides that the grant of powers under the statutory provisions dealing with the management of County affairs is intended to be as broad as is consistent as with the Constitution of the State of New Jersey and with general law relating to local government; and

WHEREAS, the grant of powers shall, by statute, be construed as liberally as possible in regard to the County's right to reorganize its structure, subject to the general mandate of performing services; and

WHEREAS, the Gloucester County Treasurer's Office shall be designated Treasury/Budget and placed under and within the Department of Administration which also includes Purchasing, County Counsel, Human Resources and the Clerk of the Board; and

WHEREAS, effective July 1, 2015, Vince Voltaggio shall be designated to serve as Public Works Director and continue to serve as County Engineer; and

WHEREAS, Fleet Management shall be placed under and within the Department of Highway; and

WHEREAS, the Division of Social Services shall be placed under and within the Department of Health and Human Services; and

WHEREAS, Leona Mather shall be designated the Executive Director of Senior Services; and

WHEREAS, Disability Services shall be subsumed into the Department of Human Services and the department shall be redesignated the Department of Human & Disability Services; and

WHEREAS, for purposes of consistency and efficiency, the merging and reorganization of County Departments will better serve the needs of Gloucester County residents; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that it hereby reorganizes the Departments of Administration, Public Works, Health and Human Services as set forth above and the organizational structures of which are attached to and incorporated into this Resolution; and

BE IT FURTHER RESOLVED that any necessary and appropriate modifications to the Gloucester County Administrative Code to reflect and accomplish such placement are hereby further authorized.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

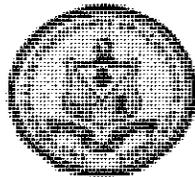
A-7

BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
FREEHOLDER DIRECTOR
Robert M. Damminger



MEMORANDUM

To: All Freeholders
FROM: Chad M. Bruner, County Administrator *cmj*
DATE: May 13, 2015
RE: Restructuring the Department of Administration



Please find attached a proposed organizational chart restructuring the Department of Administration. I discussed with the Freeholder Director as these are under his direct oversight.

COUNTY ADMINISTRATOR
Chad M. Bruner

This restructuring will allow for more efficient operations and provide easier access to mobilize personnel where needed.

DEPUTY ADMINISTRATOR
Gerald A. White

As county operations evolve it is imperative to meet challenges without impediments such as departmental boundaries.

On May 20th, there will be a resolution for your consideration.

2 South Broad St.
PO Box 337
Woodbury, NJ 08096

Phone 856.853.3275
Fax 856.251.6794

cbruner@co.gloucester.nj.us

www.gloucestercountynj.gov

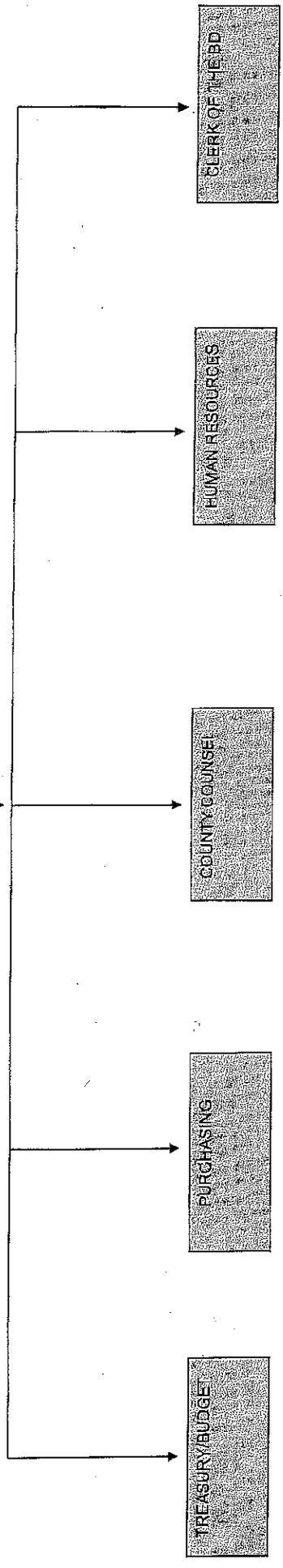
C: Gerald A. White, Deputy County Administrator
Matthew P. Lyons, County Counsel
Gary M. Schwarz, Treasurer
Human Resources

New Jersey Relay Service-711

DEPARTMENT OF ADMINISTRATION

County Administrator

Deputy County Administrator



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
FREEHOLDER DIRECTOR
Robert M. Damming



MEMORANDUM

To: All Freeholders
FROM: Chad M. Bruner, County Administrator *CMB*
DATE: May 13, 2015
RE: Restructuring & Appointing Public Works Director



Please find attached a proposed organizational chart restructuring the Department of Public Works, effective July 1, 2015 when Mr. Haynes retires. I discussed with the Freeholder Director and Freeholder Liaison (who has direct oversight with these departments).

COUNTY ADMINISTRATOR
Chad M. Bruner

On May 20th there will be a resolution for your consideration appointing County Engineer Vince Voltaggio to serve as Public Works Director & County Engineer.

DEPUTY ADMINISTRATOR
Gerald A. White

2 South Broad St.
PO Box 337
Woodbury, NJ 08096

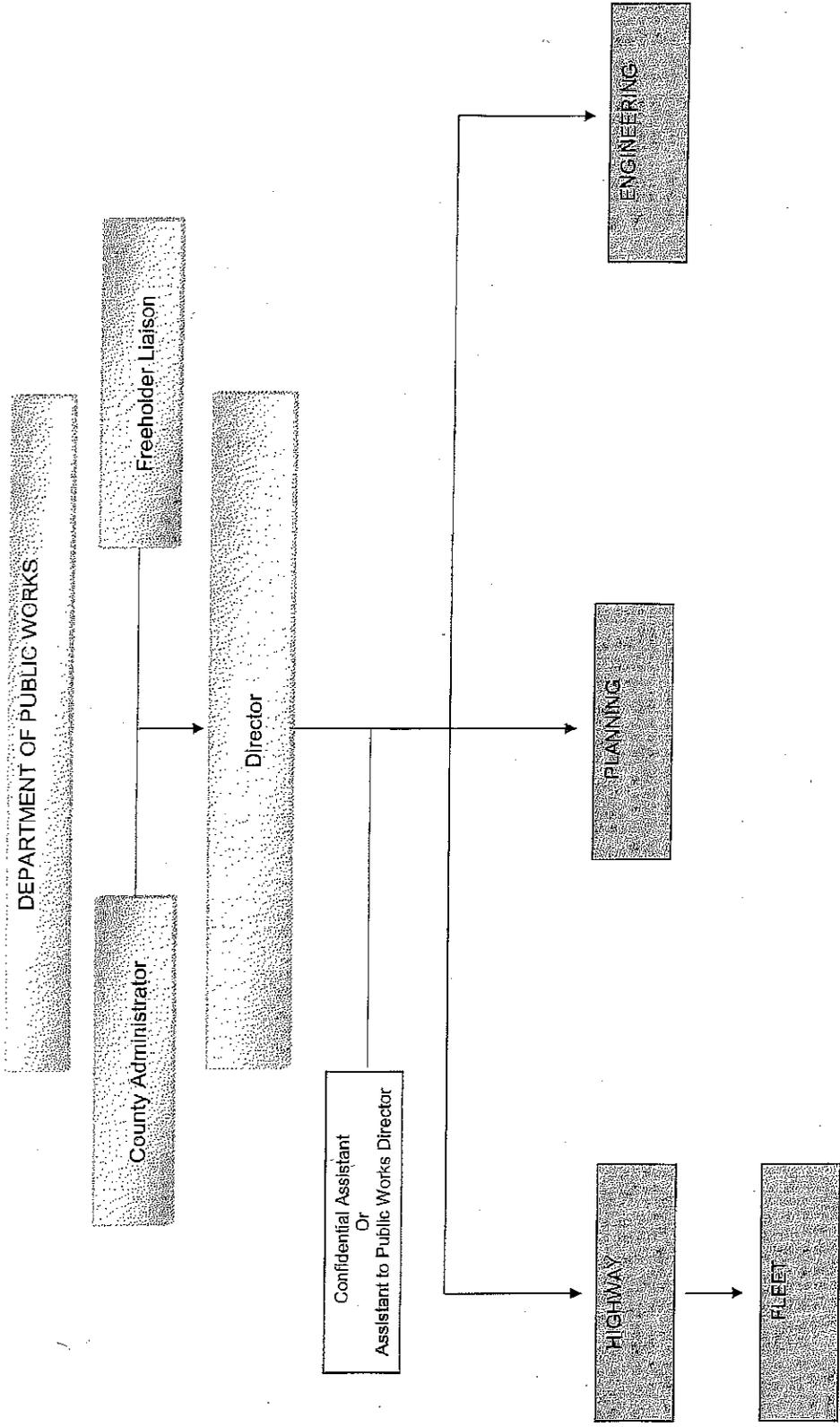
Phone 856.853.3275
Fax 856.251.6794

cbruner@co.gloucester.nj.us

www.gloucestercountynj.gov

New Jersey Relay Service-711

C: Gerald A. White, Deputy County Administrator
Matthew P. Lyons, County Counsel
Gary M. Schwarz, Treasurer
Human Resources



BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
FREEHOLDER DIRECTOR
Robert M. Damminger



MEMORANDUM

To: All Freeholders
FROM: Chad M. Bruner, County Administrator *CMB*
DATE: May 13, 2015
RE: Restructuring the Department of Health & Human Services



COUNTY ADMINISTRATOR
Chad M. Bruner

DEPUTY ADMINISTRATOR
Gerald A. White

2 South Broad St.
PO Box 337
Woodbury, NJ 08096

Phone 856.853.3275
Fax 856.251.6794

cbruner@co.gloucester.nj.us

www.gloucestercountynj.gov

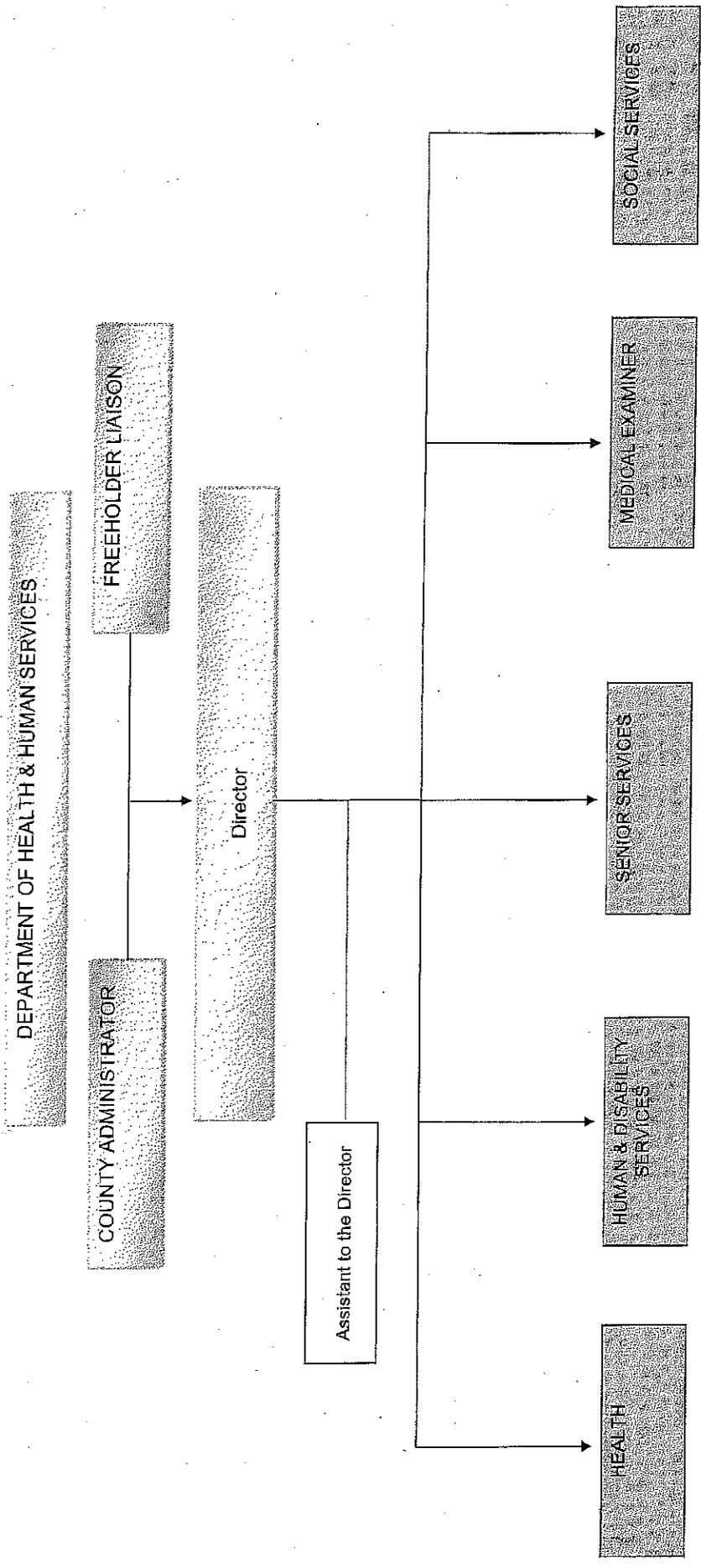
New Jersey Relay Service-711

Please find attached a proposed organizational chart restructuring the Department of Health & Human Services, effective June 1, 2015. I have discussed with the Freeholder Director and Freeholder Liaison (who has direct oversight with these departments).

On May 20th, there will be a resolution for your consideration.

In addition, I am recommending that Leona Mather transition into the Executive Director of Senior Services position and Lisa Cerny absorbs Disability Services.

C: Gerald A. White, Deputy County Administrator
Matthew P. Lyons, County Counsel
Gary M. Schwarz, Treasurer
Human Resources



A-8

RESOLUTION TO CONTRACT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR THE MAINTENANCE, UPDATES, SOFTWARE LICENSING AND SUBSCRIPTION RENEWAL OF GEOGRAPHIC INFORMATION SYSTEMS MAPPING SOFTWARE FROM MAY 21, 2015 TO MAY 20, 2016 IN AN AMOUNT NOT TO EXCEED \$20,000.00

WHEREAS, the County of Gloucester (hereinafter the "County") can obtain the proprietary software license, maintenance, updates and subscription renewal for geographic information systems (GIS) mapping software from Environmental Systems Research Institute, Inc., (ESRI) 380 New York Street, Redlands, California, 92373 from May 21, 2015 to May 20, 2016, in an amount not to exceed \$20,000.00; and

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

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

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

WHEREAS, the contract shall be for an estimated units of service, in an amount not to exceed \$20,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and hereby is authorized to attest to the contract with ESRI for the software license, maintenance, updates and subscription renewal for geographic information systems (GIS) mapping software from Environmental Systems Research Institute, Inc. from May 21, 2015 to May 20, 2016 in an amount not to exceed \$20,000.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

A 8

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

THIS CONTRACT is made effective this 21st day of May, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)**, with offices at 380 New York Street, Redlands, California 92373 hereinafter referred to as "**Vendor**".

RECITALS

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

WHEREAS, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5 (dd); and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** Vendor shall provide Software License and Maintenance, Maintenance and Updates/Subscription Renewal for County computers from May 21, 2015 to May 20, 2016.
2. **COMPENSATION.** The contract is for an amount not to exceed \$20,000.00. It is agreed and understood that acceptance and final payment to Vendor shall be considered a release in full of all claims against the County for the product or service delivered.

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

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

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

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

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

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is effective as of this 21st day of May, 2015.

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

ATTEST:

THE COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

(Please Print Name)

2015 AGENDA REQUEST FORM

FREEHOLDER MEETING 5/20/2015

DATE EMAILED TO LEGAL 5/5/2015

Department I.T.

Division Head Bill Taylor

Phone Number 3374 Amy

Department Head Approval YES

PROPRIETARY CONTRACT:

N.J.S.A.40A:11-5dd

Resolution & Contract (Over \$17,500.00)

Term: May 21, 2015 – May 20, 2016

Contract Amount not to exceed: \$20,000.00

Vendor Information

Name: Environmental Systems Research Institute, Inc. (ERSI)
Address: 380 New York Street
Redlands, California 92373
Contact: Hannah Lehmann

Brief description of services/items to be provided by Vendor or Contractor:

Resolution to contract with Environmental Systems Research Institute, Inc. (ESRI) for the maintenance, updates, software licensing and subscription renewal of Geographic Information systems mapping software used by departments including Emergency Response, Health, Prosecutor's Office, Planning & Taxation in an amount not to exceed \$20,000.00 from May 21, 2015 to May 20, 2016.

Necessary Documents Included

Disclosure Statements

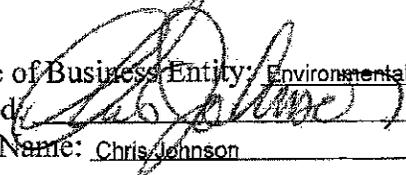
Previous Information

Passed by Resolution 5/21/2014
Term: May 2, 2014 – May 1, 2015
Contract Amount: \$20,000.00 (amount not to exceed)

Purchasing Director Signature Peter Mercanti

Date 5/5/15

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

Name of Business Entity: Environmental Systems Research Institute, Inc.
Signed:  Title: Manager, Commercial & Government Contracts
Print Name: Chris Johnson Date: April 24, 2015

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

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

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

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

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

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

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

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

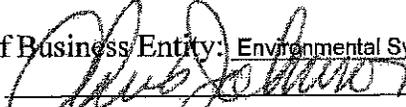
N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair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

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

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

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

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

Name of Business Entity: Environmental Systems Research Institute, Inc.
Signed:  Title: Manager, Commercial & Government Contracts
Print Name: Chris Johnson Date: April 24, 2015

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act: [FN1]

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

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

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

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

19:44A-20.8. Duty to report contributions

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

PARTIAL SCHEDULE OF RELEVANT STATUTES

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

19:44A-20.9. Repayment of contribution

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

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

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

A-9

RESOLUTION TO PURCHASE OFFICE SUPPLIES FROM W.B. MASON COMPANY, INC., THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" CONTRACT #A88839 FROM MAY 7, 2015 TO MAY 6, 2018 IN AN AMOUNT NOT TO EXCEED \$100,000.00 PER YEAR

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

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to purchase office supplies from May 7, 2015 to May 6, 2018; and

WHEREAS, New Jersey State WSCA Contract #A88839 provides for the purchase of office supplies; and

WHEREAS, it has been determined to be advantageous that the County purchase the office supplies it requires from W.B. Mason Company, Inc., with offices located at 151 Heller Place, Bellmawr, NJ 08031, from May 7, 2015 to May 6, 2018, in an amount not to exceed \$100,000.00 per year through New Jersey State WSCA Contract #A88839; and

WHEREAS, this contract shall be for estimated units of service in an amount not to exceed \$100,000.00 per year. The contract is therefore open ended and does not obligate the County of Gloucester to make any purchase; and, therefore no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholder of the County of Gloucester that the County Purchasing Agent be, and is, authorized to purchase office supplies for the County from W.B. Mason Company, Inc., from May 7, 2015 to May 6, 2018 in an amount not to exceed \$100,000.00 per year through New Jersey State WSCA Contract #A88839; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-10

**RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS
FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY
FROM JULY 1, 2015 TO JUNE 30, 2016**

WHEREAS, Rowan University has invited the County of Gloucester to participate in the Federal Off-Campus Work Study Program which it sponsors; and

WHEREAS, pursuant to the program, Rowan's students are made available to the County of Gloucester to work in County operations; and

WHEREAS, the students will engage in meaningful and educational work which will introduce them to career opportunities; and

WHEREAS, the County does not have a financial obligation to pay any portion of student wages to Rowan University, as long as a student does not exceed their Federal Work Study Award and work hours which exceed 20 hours per week during the normal academic period, as per the guidelines set forth by Rowan University; and

WHEREAS, the program should prove beneficial to the County and to the students involved; and

WHEREAS, this contract does not obligate the County of Gloucester to make any payments and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized to execute the Federal Off-Campus Work Study Agreement attached hereto with Rowan University from July 1, 2015 to June 30, 2016.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Rowan University

Off-Campus Federal Work-Study Agreement Effective from 07/01/2015 to 06/30/2016

This agreement is entered into between Rowan University, hereinafter known as the "Institution" and the County of Gloucester, hereinafter known as the "Organization," a federal, state, or municipal agency or a private nonprofit organization, for the purpose of providing work to students eligible to participate in the Federal Work-Study (FWS) Program.

The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which (1) will not result in the displacement of employed workers (including those on strike) or impair existing contracts for services; (2) will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization; (3) does not involve the construction, operation, or maintenance of so much of any part of a facility that is used, or is to be used, for sectarian instruction or as a place for religious worship; and (4) does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.

FWS Employment Authorization Forms, signed by an authorized official of the Organization, and Job Description Forms, will set forth the names of students employed under this agreement, their hourly rates of pay, description of duties, and maximum gross earnings per student, and are considered part of this agreement.

During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week. When classes are not in session (during vacation breaks and summer), students may work thirty-five (35) hours or more per week, and are entitled to overtime pay for any hours worked in excess of forty (40) per week.

Students can only be paid for hours actually worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach his/her Federal Work-Study Award, (s)he must stop working under this agreement.

Students will be made available to the Organization by the Institution as the Institution shall determine for performance of specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization.

The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, religion, sex, or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and the Regulations of the Department of Health, Education and Welfare which implement that act, and Title IX of the Education Amendments of 1972 (Pub. L. 92-318).

The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of each student for the Organization. It has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Organization, and reserves the right to determine whether students are performing appropriate work. The Organization's right is limited to direction of the details and means by which the result is to be accomplished.

Transportation for students to and from their work assignments will not be provided by either the Institution or the Organization. In the event of injury incurred by a student employee while acting within the scope of his/her duties, the Institution shall assume responsibility as employer.

Compensation for work performed on a project under this agreement will be disbursed-- and all payments due as an employer's contribution under State or local worker's compensation laws, under Federal or State social security laws, or under any other applicable laws, will be made--by the Institution.

The student will be paid by the Institution based on the established hourly rate and number of hours worked. A written record of hours worked is to be submitted by the Organization to the Institution on a biweekly basis in accordance with a schedule issued annually by the Institution. At the Institution's request, the Organization agrees to confirm these hours by authorized signature of an Organization official on verification statements before the Institution will release payments to the students employed under this agreement.

Contract Authorization:

Date: _____

Signed for the Institution: _____
Joseph Scully
Vice President for Finance, CFO
Rowan University

Date: _____

Signed for the Organization: _____

Printed/Typed Name: Robert M. Danminger

Title: Freeholder Director



2015 - 2016

Career Management Center
Rowan University
201 Mullica Hill Rd
Glassboro, NJ 08028

Dear Administrator:

The Career Management Center (CMC) will once again be a participating sponsor of the Federal Off-Campus Work-Study Student (FWS) Employment Program by Rowan University and the Federal Government. Students at the university who receive federal funds as part of their financial aid package may work at approved non-profit, government or school locations off campus. For an off campus agency or organization to qualify for participation in this program, the organization must be engaged in work that is considered community service. While employed by the participating employer, the student must be provided with supervision and mentoring. The scope of the work must also be career exploratory in nature and meaningful.

As always if an employer allows the student to exceed their Federal Work Study Award, the FWS employer is responsible for that student's wage, NOT the university. The hourly rate for students will range from \$8.00 - \$11.00 per hour. The CMC will determine the hourly salary of the student dependent on their type of work and responsibility. For more technical work, the hourly guidelines are somewhat more flexible to accommodate higher levels of skill and market demands. The number of hours a student can work will vary depending on their financial aid award. A student cannot work more than 20 hours a week during the normal academic year. Please use the Student Worker Timesheet with your student employees.

If you have questions or wish to participate in this program, please contact me at (856) 256-4283 or via email jonesri@rowan.edu. I look forward to working with your organization!

Sincerely,

Richard L. Jones
Vice President for Student Life and Dean of Students

Enclosure

Career Management Center
Rowan University - 201 Mullica Hill Road - Glassboro, New Jersey 08028 • 856-256-4456
www.rowan.edu/cmc



Application – Federal Off-Campus Work-Study Program

2015-2016

Welcome to the application for the Federal Off Campus Work-Study Program! This application is intended for local non-profit agencies, government entities and public schools.

As a Federal Work Study (FWS) employer, you will be providing a career-exploratory, meaningful, and supervised work experience for students. Students hired by your organization will be utilizing part of a financial aid award and will be paid through Rowan University. Although there is no monetary cost to you please remember that it will be your responsibility to supervise the student and verify his/her hours.

In order to participate in this program, please complete the application below. In addition to this application, you are being sent a contract and list of employer expectations. Please sign the contract and return to: Richard L. Jones, Vice President for Student Life and Dean of Students, Rowan University, 201 Mullica Hill Road, Savitz Hall, Glassboro, NJ 08028, fax # (856) 256-4469.

*****Please do not conduct student interviews, intend to hire, or hire any Rowan University Students through the FWS Program unless you have a confirmation of participation from the Career Management Center. *****

If you need further information, call Richard L. Jones, Vice President for Student Life and Dean of Students at (856) 256-4283 or email jonesri@rowan.edu. The Career Management Center at Rowan University looks forward to working with you. Thank you!



**Guidelines for Employers
Participating in
The Community Federal Work-Study Program
2015-2016**

In order for your organization to contract with Rowan University to participate in the Off-Campus Federal Work-Study Program specific guidelines must be followed. The employment opportunities within your organization are closely related in conjunction with the primary purpose of this program. The program's focus is to provide a college student career exploratory work experience, mentoring, credential building while servicing the community. There are primary issues essential in keeping with the intent of the program which are non-negotiable. They are:

1. The opportunities that Rowan University students will be engaging in will be meaningful.
2. The FWS employer is to provide a safe work environment. A student should never be left alone in the facility unsupervised (for safety purposes).
3. The tasks the students will be assigned are in accord with the initial application.
4. The opportunities or assigned duties will be career explorative in nature.
5. That there an open dialogue regarding assigned tasks between supervisor and student.
6. That the student will gain experience and skills in their discipline or course of study.
7. That the designated contact person in the organization serves as their supervisor and mentor.
8. That the contact person be accessible while student is at the organization's facility.
9. The ability for the contact person to be available for biweekly time-sheet verification.
10. That the employer maintains the student's timesheet. An employer is never to sign a blank time sheet.
11. That the organization and supervisor maintain records in order for the student NOT to exceed his/her award.

12. If the student should exceed their financial aid award the organization is responsible to make prompt payment to the student.
13. During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week. When classes are not in session (during vacation breaks and summer), students may work thirty-five (35) hours or more per week, and are entitled to overtime pay for any hours worked in excess of forty (40) per week.
14. That the organization contacts the Career Management Center (CMC) as issues surrounding the employment or student arises, e.g. for instance, if the student should be put on probation or terminated.
15. That the CMC will be notified of termination of students' services or participation in program. Call Richard L. Jones, Vice President for Student Life and Dean of Students at (856) 256-4283 and e-mail jonesri@rowan.edu.

A-11

RESOLUTION APPOINTING CHAD M. BRUNER AS CLERK OF BOARD OF CHOSEN FREEHOLDERS

WHEREAS, N.J.S.A. 40A:9-26 mandates that the County shall appoint a Clerk of the Board of Chosen Freeholders for a term of three years; and

WHEREAS, the County accordingly wishes to appoint a Clerk of the Board of Chosen Freeholders; and

WHEREAS, Chad M. Bruner is qualified for and willing to serve.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board hereby appoints Chad M. Bruner as Clerk of Board of Chosen Freeholders for a term of three (3) years from June 1, 2015 to May 31, 2018.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-12

**RESOLUTION APPOINTING ANTHONY J. FIOLA AS THE
CUSTODIAN OF RECORDS FOR GLOUCESTER COUNTY**

WHEREAS, most government records are subject to public access in accordance with the Open Public Records Act, N.J.S.A. 47:1A-1, et seq; and

WHEREAS, it is in the best interest of the citizens of the County to designate a person to receive all requests for copies of documents and information; and

WHEREAS, in order to facilitate acting on the requests from the public for records or documents as well as to establish an orderly procedure and to maintain appropriate records, it is necessary to name an individual as "custodian of all records" and to whom all requests for documents or records from the County should be addressed; and

WHEREAS, the Board of Chosen Freeholders of the County believes that the appropriate person to whom all requests should be addressed is Anthony J. Fiola.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and hereby appoints Anthony J. Fiola as the "custodian of records of the County of Gloucester" and is the individual to whom all requests for documents or records for the County of Gloucester should be addressed.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A-13

**RESOLUTION APPOINTING A MEMBER TO THE
WORKFORCE INVESTMENT BOARD**

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that **Jeffrey Berger** is hereby appointed to the Gloucester County Workforce Investment Board to fill the unexpired term of Walter Emerle, which term expires on December 31, 2016; and

BE IT FURTHER RESOLVED that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 in Woodbury, New Jersey.



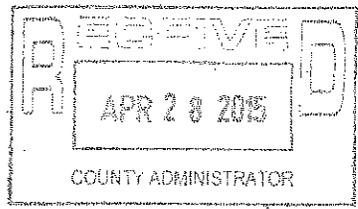
COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A13



GLOUCESTER COUNTY
WORKFORCE INVESTMENT BOARD
MEMBERSHIP/COMMITTEE
APPLICATION

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

A. APPLICANT

- 1. Name Jeffrey Berger
- 2. Home Address [REDACTED]
[REDACTED]
- 3. Home Phone [REDACTED]
Work Phone [REDACTED]
Cell Phone [REDACTED]
Fax [REDACTED]
Email [REDACTED]

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT

- 1. Employer/Address Local Union 322 Plumbers + Pipefitters
534 S. Route 73
Winslow NJ 08895
- 2. Years with employer 25 in the field 5 months in office
- 3. Position/Title Training Coordinator
- 4. Number of years in current position 5 months

5. Do you have any hiring responsibilities? NO
6. Provide a brief description of your job duties.
I Am in charge of the training Center for
Local Union 322 this includes Apprentice and
Journeyman training

D. ORGANIZATION/BUSINESS

1. Name of Organization Local Union 322
2. Business Telephone 609-567-3322
Business Fax 609-567-9388
3. What service/product does the business provide?
Education
4. Does business have clear & concise written job descriptions, expectations & qualifications? yes
5. Does business take an active role in the community other than providing the organizations' product/service? yes
If so, in what capacity? we work on local
Volunteer projects

6. Size of organization/business 1000 +

Owner, Chief Executive, Chief Operating Officer, other/
Please specify:

Name(s)	Title
<u>Kurt R Krueger Jr.</u>	<u>Business Manager</u>
<u>Daniel B Reed</u>	<u>ASST Business Manager</u>
<u>Jeffrey Berger</u>	<u>Training Coordinator</u>

7. Status of Organization/Business

- A. Public Agency _____
- B. Private for Profit _____
- C. Private, Non Profit _____
- D. Community Based Organization _____
- E. Educational Agency _____

E. OTHER

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

2. Please indicate previous community involvement.
Soccer Coach

3. Please list professional/civic associations to which you belong.
Gloucester County Master Plumbers

4. Please indicate the number of hours per month you estimate you could commit to a committee. Not sure
Material review/research at home _____
Regular meetings yes _____

5. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
Yes _____

6. Will your employer allow you to devote a reasonable amount of work time to this endeavor? Yes _____

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

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

John Borge
Signature

4/24/15
Date

Jeffrey Berger

Qualifications

Journeyman Pipefitter/Plumber, with 25 years of experience in UA Local 322. Background in Pipefitting, Plumbing, Medical Gas Systems, Industrial Rigging, Valve Repair and Safety.

Education

UA Instructor Program, Washtenaw Community College, Ann Arbor Michigan.

Certificate of Completion August, 2005.

UA Local 322 Apprenticeship Program, Certificate of Completion December, 1994.

Welder Training and Testing Institute, Certificate of Completion November 1983.

Haddon Township High School, Graduated 1982.

Certifications

NJ Master Plumber license number 1302500

NJ Master HVACR license number 199500

NJ Medical Gas Instructor license number 36PN00010100

NJ Medical Gas Installer license number 36PI00010100

OSHA 10, OSHA 30, OSHA 500, OSHA 510

OSHA Instructor

Rigging and Signal

Valve Repair and Maintenance

Work History

January 1, 2015 to Present

Instructor UA Local 322 Plumbers and Pipefitters Winslow NJ. *Responsibilities Include:* Instruct apprentices in the installation of Plumbing Systems, NJ Plumbing code, Gas Installations, Water Supply, Plumbing Fixtures.

September 1996 to Present

Part Time Instructor UA Local 322 Plumbers and Pipefitters Winslow NJ. *Responsibilities Include:* Instruct Journeyman and Apprentices in the Installation of Medical Gas Systems, OSHA 10, OSHA 30, Built Rite PSM, DOT qualified Instructor and Industrial Rigging.

August 20, 2014 to December 24, 2014

Shelby Mechanical Cinnaminson NJ *Responsibilities Include:* Pipefitter Foreman-Instruct employees in DOT Q.A. program for several area refineries.

10/07/2013 to 06/05/2014

General And Mechanical Contractors Paulsboro Refinery, NJ *Responsibilities Include:* Pipefitter-Installation of process piping systems.General refinery maintenance.

07/17/2013 to 10/04/2013

Azco Mechanical West Deptford NJ *Responsibilities Include:* Installation of process piping systems.

04/15/2013 to 07/12/2013

JJM Plumbing Glendora, NJ *Responsibilities Include:* Plumbing Foreman - Installation of Sanitary drainage, Vent, Domestic water and Medical Gas Systems at Chop Hospital Voorhees NJ, and at Core Surgical, Philadelphia Navy Yard.

08/07/2012 to 02/13/2013

General And Mechanical Contractors Paulsboro Refinery, and NuStar Refinery West Deptford NJ. *Responsibilities Include:* General plant maintenance and shutdown work.

05/16/2001 to 06/22/2012

Costa & Rihl Mechanical Contractors *Responsibilities Include:* Foreman, Plumber, Pipefitter/Welder - Installation of Plumbing and Medical Gas Systems at Cooper Hospital Camden NJ, Installation of Plumbing and Heating systems at Camden County College and Rowan University Glassboro NJ.

For additional work history contact UA Local 322 Plumbers and Pipefitters at (609)567-3322

C-1

RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY, FOR A TOTAL AMOUNT OF \$31,140.00, FROM JUNE 1, 2015 TO MAY 31, 2016

WHEREAS, the Gloucester County Planning Director has requested that the County enter into a Joint Funding Agreement with the United States Geological Survey (hereinafter "USGS") for Water Resources Investigations, which will provide for the operation of one (1) stream gaging station 01411456 – Little Ease Run in the Borough of Clayton, and the operation of water level recorders on four (4) ground water wells, by the USGS from June 1, 2015 to May 31, 2016, for a total amount of \$31,140.00; and

WHEREAS, the stream gaging station was installed in 1988 as part of a Joint Funding Agreement with USGS to measure stream discharge at this location, the cost for the ongoing program includes data compilation and computation, data analysis, and publishing the data in the USGS annual water resources publications and CDROM and the information is also accessible through the USGS National Water Information System Web Interface; and

WHEREAS, the stream gaging station provides hydrologic information, hydrographs, and statistics for water supply studies, water resources studies, hydro geologic studies, flood studies and floodplain mapping, storm water projects, watershed projects, municipal water supply projects, and Scientific Investigations Reports, the stream gage also provides stream flow data for the USGS National Water Quality Assessment Projects and Water Supply Availability Project and was included in the USGS risk time network to monitor Hurricane Sandy; and

WHEREAS, the Board of Chosen Freeholders of the County believes that the Project is beneficial to the residents of the County; and

WHEREAS, the purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$31,140.00, pursuant to C.A.F. #15-0311 which amount shall be charged against budget line item 5-01-21-180-001-20215.

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 Agreement #15ENNJ000000043 with the USGS, which authorizes the payment of \$31,140.00 by the County to the USGS for the purposes set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

5/20/15
Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 15ENNJ000000043
Customer#: 6000000292
Project #: GC15LJ000010000/GC15LJ000020000/
GC16LJ000010000/GC16LJ000020000
TIN #: 21-6000660
USGS DUNS #: 949287064

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the June 1, 2015, by the U.S. GEOLOGICAL SURVEY, New Jersey Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Gloucester County Planning Division party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period
June 1, 2015 to May 31, 2016
- (b) \$31,140 by the party of the second part during the period
June 1, 2015 to May 31, 2016

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 15ENNJ000000043
Customer#: 6000000292
Project #: GC15LJ000010000/GC15LJ000020000/
GC16LJ000010000/GC16LJ000020000
TIN #: 21-6000660
USGS DUNS #: 949287064

USGS Technical Point of Contact

Name: Heidi Hoppe
Supervisory Hydrologist
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3980
Fax: (609) 771-3915
Email: hhoppe@usgs.gov

Customer Technical Point of Contact

Name: Richard Westergaard
Director, Planing Division
Address: 1200 North Delsea Drive
Clayton, NJ 08312
Telephone: (609) 304-6681
Fax:
Email: rwestergaard@co.gloucester.nj.us

USGS Billing Point of Contact

Name: Nancy Gibbs
Administrative Officer
Address: 3450 Princeton Pike Suite 110
Lawrenceville, NJ 08648
Telephone: (609) 771-3910
Fax: (609) 771-3915
Email: ngibbs@usgs.gov

Customer Billing Point of Contact

Name: Robert Dammingier
Freehold Director
Address: 1200 North Delsea Drive
Clayton, NJ 08312
Telephone: (856) 853-3395
Fax: (856) 853-3495
Email: rdammingier@co.gloucester.nj.us

U.S. Geological Survey
United States
Department of Interior

Gloucester County Planning Division

Signature

By  Date: Apr 8, 2015
Name: Richard H. Kropp
Title: Director

Signatures

By _____ Date: _____
Name: Robert Dammingier
Title: Freehold Director

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

FISCAL YEAR 2015-16 WORKPLAN
 (June 1, 2015 to May 31, 2016)

GLOUCESTER COUNTY PLANNING DEPARTMENT
 IN COOPERATION WITH THE
 US GEOLOGICAL SURVEY NEW JERSEY WATER SCIENCE CENTER

Operation and Maintenance

The United States Geological Survey (USGS) New Jersey Water Science Center will continue to operate and maintain the following gages as detailed in the table below for the Gloucester County Planning Department.

<u>1 Continuous-Record Discharge Gaging Station with Data Collection Platform (DCP)</u>		
01411456	Little Ease Run at Clayton NJ	\$16,900
		<u>\$ 16,900</u>
<u>4 Continuous-Record Groundwater Well with Electronic Data Logger (EDL)</u>		
393246075012701	150372-- Newfield 2-A Obs	\$3,560
393749074550901	151213-- Und06	\$3,560
394221075072201	151054-- Rowan-1 Shallow Obs	\$3,560
394256075101001	151208-- Ag02	\$3,560
		<u>\$ 14,240</u>
	TOTAL	\$ 31,140
	USGS MATCH	\$ 0
	GLOUCESTER CO	\$ 31,140

PROJECT EXPENSES	
Labor	\$11,340
Supplies, Equipment, Travel, Other	\$2,040
Lab (NWQL), Instrumentation (HIF)	\$4,360
Report Prep (Editing, Drafting)	\$0
Total Direct Cost	<u>\$17,740</u>
Total Indirect Cost (Overhead)	<u>\$13,400</u>
TOTAL	\$31,140

Data Availability

Data are transmitted hourly via the GOES satellite to the New Jersey Water Science Center's website at <http://nj.usgs.gov>. Data are quality assured and stored in the USGS National Water Information System (NWIS) database. These provisional data will be available to the general

CUSTOMER NUMBER: 6000000292
AGREEMENT NUMBER: 15ENNJ000000043

public from the NWISWeb site at <http://waterdata.usgs.gov/nj/nwis/>. The provisional data will be analyzed, quality-assured and approved for final publication to the USGS NWISWeb site. Groundwater level data collected from this project are available to the general public from the New Jersey Groundwater Levels website at <http://groundwaterwatch.usgs.gov/NJN/StateMaps/NJ.html>. This site makes available all information about the network wells including a description, location map, instantaneous data, daily, monthly, and annual statistics, as well as field measurements in tabular and graphical format.

The USGS has an automated notification service available to users of our real-time data network. USGS WaterAlert is a mobile notification system that sends email or text message updates for any of the sites where the USGS collects real-time data. Daily and hourly updates are sent when the current conditions at the gage meet or surpass a threshold of concern that is set by the user. To use the service, go to <http://water.usgs.gov/wateralert>. It may be useful for your agency to use this system to be notified when the water level or water-quality parameter at a USGS well of interest reaches or exceeds a preset threshold.

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-03111 DATE April 20, 2015

BUDGET NUMBER 5-01-21-180-001-20215

AMOUNT OF CERTIFICATION \$ \$31,140

DEPARTMENT Planning

COUNTY COUNSEL Thomas Campo, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Joint Funding Agreement with USGS for June 1, 2015 to May 31, 2016. For an Investigation of Water Resources in Gloucester County, specifically the operation of one stream gaging station and 4 continuous water level recorders.

VENDOR NAME United States Department of the Interior
U.S. Geological Survey Water Resources Division
ADDRESS 3450 Princeton Pike, Suite 110
CITY/STATE/ZIP Lawrenceville, NJ 08648

DEPARTMENT HEAD APPROVAL *Richard Westergaard*

PURCHASING AGENT *[Signature]* DATE 4-23-15
May 20, 2015

FREEHOLDER MEETING DATE May 20, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT
PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

C-2

RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2015 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$39,843.00

WHEREAS, the Delaware Valley Regional Planning Commission (DVRPC) is the designated Metropolitan Planning Organization (MPO) for the nine-county metropolitan region that includes the County of Gloucester as a member; and

WHEREAS, federal laws and regulations require the formation of said MPO for each urbanized area to coordinate a comprehensive, coordinated and continuing transportation program; and

WHEREAS, the Fiscal Year Planning Work Program for the DVRPC incorporates the planning programs and support activities of DVRPC, and its member governments; and

WHEREAS, it is a requirement as to said membership that the County of Gloucester pay the sum of \$39,843.00, representing its share of the cost of the County's participation in the Planning Work Program for the Fiscal Year 2015; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$39,843.00, pursuant to C.A.F. #15-03109, which amount shall be charged against budget line item 5-01-21-180-001-20239.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that payment to the Delaware Valley Regional Planning Commission in the amount of \$39,843.00 representing the County's share as to the Fiscal Year 2015 Planning Work Program is hereby authorized and approved for the purposes set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-2

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-03109 DATE April 20, 2015

BUDGET NUMBER 5-01-21-180-001-20239

AMOUNT OF CERTIFICATION \$ \$39,843

DEPARTMENT Planning

COUNTY COUNSEL Thomas Campo, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

Resolution authorizing payment of Gloucester County's share of the Delaware Valley Regional Planning Commission FY 2015 approved Planning Work Program in the amount of \$39,843.

Delaware Valley Regional Planning Commission

VENDOR NAME The ACP Building

ADDRESS 190 N. Independence Mall West, 8th Floor

CITY/STATE/ZIP Philadelphia, Pa 19106-1520

DEPARTMENT HEAD APPROVAL *Richard Hestergaard*

PURCHASING AGENT *[Signature]* DATE 4-23-15
May 20, 2015

FREEHOLDER MEETING DATE May 20, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL



The ACP Building, 190 N. Independence Mall - West
 8th Floor, Philadelphia, PA 19106-1520

Phone: (215) 592-1800
 FAX: (215) 925-4886

> INVOICE >

November 19, 2014
 Invoice 2015-9

Gloucester County

Gloucester County's Share of DVRPC's Annual Contribution Agreement for the Approved Planning Work Program for Fiscal Year 2015	
TOTAL AMOUNT DUE.....	\$39,843.00
PLEASE MAKE CHECKS PAYABLE TO DVRPC.	

C-3

RESOLUTION TO CONTRACT WITH EDUCATIONAL AND OCCUPATIONAL TRAINING PROVIDERS USING WORKFORCE INNOVATION AND OPPORTUNITY ACT AND WORK FIRST NEW JERSEY FUNDS FROM JULY 1, 2015 TO JUNE 30, 2017 IN AN AMOUNT NOT TO EXCEED \$600,000.00 EACH YEAR

WHEREAS, the County of Gloucester, a designated workforce area, pursuant to the Workforce Innovation and Opportunity Act recognizes the need for individuals to engage in training and/or additional educational pursuits to enhance their employability; and

WHEREAS, the County of Gloucester has designated the Department of Economic Development, Division of Workforce Development to determine through assessment those individuals who are in need of educational and/or occupational training and Workforce Innovation and Opportunity Act Adult, Dislocated Worker and Youth Program funds and Work First NJ funds are now available for this purpose; and

WHEREAS, only vendors registered and approved by the New Jersey Department of Labor and Workforce Development Center for Occupational Employment Information will be considered eligible and each will be required to enter into an individual referral contract with the County which shall set out terms and conditions for performance; and

WHEREAS, the New Jersey Department of Labor and Workforce Development has published guidelines which establish "Occupations in Demand in South Jersey", and the County of Gloucester will foster training in those areas which are eligible for tuition reimbursement; and

WHEREAS, these contracts 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(1)(a)(ii), in that the subject inatter of the contract is for the provision of services which are unspecified and extraordinary; and

WHEREAS, upon enrollment of a student into an approved training program, and funds being available, a purchase order certifying said funds for each student shall be issued by the County; and

WHEREAS, the County of Gloucester, through the Department of Economic Development, Division of Workforce Development, recognizes the need to comply with all conditions imposed to carry out the Workforce Innovation and Opportunity Act and Work First NJ activities with federal and state financial assistance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director or his designee is authorized to execute and the Clerk of the Board to attest to any and all contracts and documents necessary to effectuate the individual referrals and/or training programs with State approved vendors, with total contractibility not to exceed \$600,000.00 each year, subject to available funding; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of each contract, if applicable, and a copy of this Resolution and the contracts are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice 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, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C3

CONTRACT BETWEEN

**AN OCCUPATIONAL/EDUCATIONAL TRAINING VENDOR
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of **July 2015**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices located at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "County", and _____, as an Occupational/Educational Training Vendor, located at _____, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester, to contract for the provision of educational and/or occupational training services in the classroom to individuals who cannot obtain employment without said training, which services shall be paid via the Workforce Innovation Opportunity Act (**WIOA**) and Work First New Jersey (**WFNJ**) "training" funds; and

WHEREAS, The Contractor, as the Operating Agency, represents that it is qualified to perform said services as an eligible vendor listed on the statewide vendor list, and desires to so perform pursuant to the terms and provisions of this contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period from **July 1, 2015** to **June 30, 2017**.
2. **COMPENSATION.** Contract shall be for estimated units of service, calculated in accordance with and as set forth in **Attachment A**, which is annexed hereto and made a part of this Contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher in accordance with procedures set forth in **Attachment A**. After approval by County, the payment voucher shall be placed in line for prompt payment. It is 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.** Contractor shall provide educational and/or occupational training services, together with any other specifications issued by the County in

connection with this Contract. Expenditures and/or reimbursement as to said services shall be conditioned upon the County's total **WIOA** allocation, or such budget revisions in relation to said allocation.

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

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

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

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

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

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

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

the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

7. **PROPERTY OF THE COUNTY**. All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract,

including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America. Applicant/Contractor shall comply with the following Federal Code/Regulations concerning the Environment:

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

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

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

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

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

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

THIS CONTRACT is made effective the 1st day of July 2015.

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 Contractor 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:

CONTRACTOR:

Institution Name:

By: _____

Printed Name

Federal ID Number: _____

ATTACHMENT A

I. PURPOSE:

The purpose of this Agreement is to ensure specific local ITA-related administrative requirements are understood and subsequently met by service providers selected by customers.

The Contractor has agreed to provide occupational/educational training in the form of classroom training. These training programs have been pre-approved by the NJ State Employment & Training Commission and meet the labor market demands of the local area. Each vendor/Contractor shall be required to complete and return to the County, the Program Review and Training Provider Review attached hereto as **Exhibit A**.

II. ENROLLMENT PERIOD/RENEWAL:

The period of enrollment allowable under this agreement shall be from the **first day of July 2015** and shall continue until the **last day of June 2017**. If terminated, the effective date of termination shall be agreed to by both parties and communicated in writing.

Renewal of contract shall be based upon review of past performance. County of Gloucester expects an 80% training related placement rate and new wages to exceed wages received prior to training.

A regional comparison shall be made in the event the training vendor has less than ten (10) students referred by Gloucester County.

III. NEW JERSEY BUSINESS REGISTRATION:

Contractor is required to comply with the requirements of the New Jersey Department of the Treasury, Division of Revenue as to Business Registration. A copy of said Business Registration Certificate must be provided to the County. (See **Exhibit B** attached hereto).

IV. REIMBURSEMENT:

Any cost reimbursement provided under this Contract is contingent upon the County, as Sponsor/Agency receiving its total WIOA allocation, which is authorized by the State of New Jersey. Funding appropriated herein does not reflect possible reductions and/or rescissions that may be enacted into law.

The total amount of a grant to Contractor in relation to each trainee receiving Workforce Innovation Opportunity Act funds shall not exceed \$4,000.00. All student financial aid awards (Pell Grants, etc.) will first be applied toward the total cost of training.

Payment shall be made through use of a voucher system (See **Exhibit C**). The Contractor may bill on a monthly, bi-monthly or quarterly basis. Billing will be for hours of instruction provided in the appropriate course of study. To calculate, take the total tuition cost and divide by

hours the class has been in session, multiply by hourly cost of tuition and complete the Purchase Order accordingly.

The Contractor shall submit a voucher to the County no later than the tenth (10th) business day of each month following the month in which costs have been incurred in order to be paid the following month. **All vouchers must be accompanied by supporting documentation to substantiate the reimbursement request, including the individual enrolled, the total number of hours the individual participated in classroom training activities, and grades acquired and prognosis for success. No requests for payment will be honored unless they are accompanied by the previously mentioned documents.** The Contractor will assure that there is no pre-signing of any time sheets or any attendance records.

The County shall make payment, the month following the presentation and approval of the voucher, which has been prepared by the Contractor. The payment shall reflect and certify the appropriate data identified above.

The County will not be responsible for any payment that violates the agreement restrictions.

All correct final requests for payments must be received by the County no later than thirty (30) calendar days after the conclusion of program activities, or at program exit.

The Contractor shall be responsible for the submission of performance reports relative to the individual's participation.

At the end of the individual's program, a copy of the certificate of completion shall be forwarded to this office.

V. TIME TRACKING. In accordance with time tracking requirements and provisions of the NJ TANF Work Verification Plan, the Contractor must track client participation hours/attendance and daily sign-in by Work First customers as mandated by the State of New Jersey. Contractor must comply with said requirements by weekly completion and submission of the e-Timesheets. Please refer to **Exhibit D** attached hereto and made a part of this contract.

VI. RETENTION OF RECORDS

All records pertinent to this Contract, including financial, statistical, property and participant, and supporting documentation, shall be retained for a period three (3) years from the date of final payment of this Contract or until all audits are complete and findings on all claims have been finally resolved. If the Contractor is unable to retain the necessary WIOA participant and financial records, the Contractor shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.

The aforementioned records will be retained beyond the three-year period if any litigation, audit or claim has not been finally resolved. The Contractor agrees to insure that

sub-recipients retain records in accordance with these requirements. In the event of the termination of the relationship between the County and the Contractor, the Grantor shall be responsible for the maintenance and retention of the records of any Contractor unable to retain them.

Records shall be kept safe from fire, theft, and water damage and be identified as WIOA participant and financial records.

VII. AUTHORITY TO AUDIT:

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

The County of Gloucester, as Grantor and Administrative Entity through its authorized representative, has the right, at all reasonable times, to make site visits to review accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the County on the premises of the Contractor under this Contract, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties.

The Contractor agrees to fully cooperate with any monitoring, evaluation, and/or audit conducted by the Grantor, the U.S. Department of Labor, of their designees and authorized agents.

The Contractor will develop and maintain a system for debt collection, which will insure that the County can recover costs which are found by audit to be disallowed costs or recover costs which have been found to be misspent. A written description of the debt collection system will be available for review by Department representatives.

The Contractor agrees to have an audit conducted by a licensed Certified Public Accountant from their respective state. **A copy of the Contractor's most recent audit must be submitted to the County along with the signed Educational Agreement. Failure to adhere to this submission may result in non-payment of funds as designated in this contract.**

VIII. BONDING AND INSURANCE:

The Contractor will ensure that employees are provided with Workers Compensation insurance in accordance with applicable State statutes with WIOA regulations.

The Contractor must have a fidelity bond applicable to its officers and its employees with access to, and responsibility for, fund control and disbursements. The surety bond shall be

acceptable to the County and issued by a recognized Surety Company licensed in the State of New Jersey. The policy must cover losses due to theft or fraud.

The Contractor must provide Worker's Compensation for participants enrolled in subsidized employment activities. Provisions are to be made to cover the medical treatment of any participant injured at any work or classroom activity or training site. Insurance shall be in accordance with 20 CFR 629.22 and 629.33. Provisions must be made for automobile insurance coverage on all Contractor owned, leased or contracted vehicles, and for staff owned vehicles used on the job which participants or staff persons paid under the terms of this contract

IX. NONDISCRIMINATION, EQUAL OPPORTUNITY & AFFIRMATIVE ACTION:

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

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

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

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

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

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

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

The Contractor further agrees to abide by Executive Order 11246 which prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, religion, sex or national origin and to abide by Section 188 of the Act which provides that no person shall, on the basis of color, religion, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, denied the benefits of, be subjected to discrimination under or denied employment in the administration of, or in connection with, any program or activity funded under the Act.

With respect to terms and conditions affecting or rights provided to individuals who are Participants in activities supported by funds provided under the Act, such individuals shall not be discriminated against solely because of their status as a Participant.

WIOA further requires that any such program or activity be open to participation by citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, parolees, and other individuals authorized by the Attorney General to work in the United States.

X. GRIEVANCE AND HEARING PROCEDURES

ARTICLE 10 - GRIEVANCE AND HEARING PROCEDURES.

10.1 Each Contractor shall comply with the Non-Criminal Complaint/Grievance Procedures as set forth in NJAC 12:41-1.

10.2 The Contractor shall utilize the County Participant Grievance Procedure. Such procedure shall be made available upon enrollment to WIOA program participants.

10.4 Any persons who believes that they or any specific class of individuals has been or is being subjected to discrimination prohibited by the nondiscrimination and equal opportunity provisions of the Act of under 29 CFR Part 37, may file a written complaint with the local EO Officer.

10.5 The complaint may be filed either with the County or the Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, US Department of Labor. These complaints must be filed within 180 days from the date of the alleged act. The Directorate, with good cause shown, may extend the filing time.

XI. HOLD HARMLESS

It is understood that the County is under no obligation to provide or refer any number of participants to the Contractor.

The Contractor assumes liability for its actions and the actions of its agents under this agreement. If the Federal Government, the State of New Jersey, or the County of Gloucester demands repayment of the funds from the Contractor as a result of Contractor violations of WIOA rules and regulations or contract provisions, the Contractor agrees to repay the County the amount of funds directly related to the violation, including the cost of recovery.

In the event that a grievance, lawsuit or other claim filed against the Contractor by a participant, sub-recipient or other person results in an obligation to pay back wages or other financial consideration, the Contractor is solely responsible for such payments. The Contractor agrees to indemnify, defend and hold the County harmless from any such claims, grievances, or lawsuits and to reimburse the County for any costs of defense, including attorney's fees.

XII. SUSPENSION & TERMINATION

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

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

This contract grant may be terminated for cause or convenience.

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

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

XIII. CLOSEOUT PROCEDURES

Contracts shall be closed out in accordance with the following procedures:

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

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

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

XIV. ASSURANCES, CERTIFICATIONS & GENERAL PROVISIONS

The Contractor, in conducting all activities under the approved contract, assures and agrees that it will fully comply with all requirements of the following, including those assurances which may be promulgated during the contract period set forth hereinabove.

The Workforce Innovation Opportunity Act inclusive of all Federal regulations pursuant to the Act, the Wagner Peyser Act and State regulations; and

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

State of New Jersey, Department of Labor and Workforce Development instructions, directives and requirements issued pursuant to the Act, the Workforce Development Partnership Program, P.L. 1992; and

This Contract or approved modification.

The Contractor will insure the individual's eligibility for financial aid is determined before the contract period.

The Contractor will provide at a minimum the same job placement services to participants that are provided to the general student population.

The Contractor must provide immediate notification to the County if an individual withdraws from training or if attendance or progress of the trainee is unsatisfactory.

The Contractor will provide the County with any information it may have available on training outcome of program graduates, such as employment obtained or any other information needed for student follow-up and program evaluation.

The Contractor agrees that the WIOA, the Wagner Peyser Act, and WFNJ program provide employment and training opportunities to those who can benefit from and are most in need of such opportunities and shall make efforts to the Grantor, to provide equitable services among substantial segments of the eligible population, including serving geographic areas within the Workforce Area in an equitable manner.

The Contractor, in operating programs under the WIOA, agrees that it will administer its program in full compliance with the safeguards of funds as set forth in the Act, Federal regulations and State instructions issued pursuant to the WIOA. Consistent with the provisions of 20 CFR 627 (amended), all information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Commissioner of Labor and

Secretary of Labor for appropriate action. Incidents involved in Work First New Jersey funded activities will be reported to the Commissioner of Labor, State of New Jersey.

The Contractor agrees that it will conform to the provisions of all cooperative agreements growing out of compliance with the coordination criteria contained in the State Employment & Training Commission's Five-Year Unified State Plan and that such agreements shall remain in force unless in writing by the parties to the agreement.

As a condition to the award of financial assistance under the Workforce Innovation Opportunity Act, the Contractor agrees and assures that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation Opportunity Act of July 2014 and with all applicable requirements imposed by or pursuant to all Federal non-discrimination laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of the assurance.

XV. CONFLICT OF INTEREST CLAUSE

The Contractor hereby agrees that in administering this contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial or political gain. The Contractor, including executive staff and employees, while administering this contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

No relative by blood, adoption or marriage, of the Contractor shall receive training under this contract.

Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.

An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with contract funds will be used solely for purposes allowed under the contract.

XVI. ASSURANCES AND CERTIFICATIONS

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

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

Name of Institution

A Service Provider for the Work First NJ population agrees to the requirements of the e-Time Sheet as outlined in the NJ TANF Work Verification Plan 2007. The time and attendance of all TANF individuals attending our institution will be submitted at least weekly in the appropriate document format (manually then electronically when available).

Director

Date

Federal Identification No.

Location #1

Street Address _____

City, State, Zip _____

Primary Designee _____

Phone Number _____

Back-up Designee _____

Phone Number _____

Location #2

Street Address _____

City, State, Zip _____

Primary Designee _____

Phone Number _____

Back-up Designee _____

Phone Number _____

Location #3

Street Address _____

City, State, Zip _____

Primary Designee _____

Phone Number _____

Back-up Designee _____

Phone Number _____

Location #4

Street Address _____

City, State, Zip _____

Primary Designee _____

Phone Number _____

Back-up Designee _____

Phone Number _____

Location #5

Street Address _____

City, State, Zip _____

Primary Designee _____

Phone Number _____

Back-up Designee _____

Phone Number _____

REQUEST FOR e-TIMESHEET ACCESS

In order to create an id for recording e-Timesheets, we are requesting the following information regarding your staff member(s) needing access to the website:

- 1) Name: _____
- 2) Business Name: _____
- 3) Email Address: _____
- 4) Phone #: _____
- 5) FEIN/Site Code _____

If the staff member does not already have an established portal Log On ID they can obtain one by following these three easy steps:

- 1. Go to the state website at: <http://www.state.nj.us/>
- 2. Click on the "Register" icon.
- 3. Complete and submit the form.

Note: Please make sure that you remember your logon ID and password.

Once we receive this information, we will be able to establish access to the new application for your staff member(s).

Signature Date

Please call if you have any questions.

Thank you for your cooperation.

Christine Pender, Division of Social Services
856 256 2191
cpender@oel.state.nj.us

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RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: AMENDMENT TO THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN, CRYSTAL LAKES SEWER SERVICE AREA EXPANSION, MONROE TOWNSHIP, NEW JERSEY

WHEREAS, the County of Gloucester (hereinafter the "County") desires to provide for the orderly development of wastewater facilities within the Tri-County Water Quality Management (hereinafter "WQM") Plan, Crystal Lakes Sewer Service Area Expansion, Monroe Municipal Utilities Authority, Monroe Township, Gloucester County, New Jersey; and

WHEREAS, the New Jersey Department of Environmental Protection (hereinafter "NJDEP") requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

WHEREAS, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

WHEREAS, a proposed WQM plan amendment noticed in the New Jersey Register on February 19, 2015 for "Amendment to the Tri-County Water Quality Management Plan, Crystal Lakes Sewer Service Area Expansion, Monroe Municipal Utilities Authority, Monroe Township, Gloucester County, New Jersey" has been prepared by Federici & Akin, P.A., Consulting Engineers with an office address of 307 Greentree Road, Sewell, NJ 08080.

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

SECTION 1: That the County of Gloucester hereby consents to the amendment entitled "Amendment to the Tri-County Water Quality Management Plan, Crystal Lakes Sewer Service Area Expansion, Monroe Municipal Utilities Authority, Monroe Township, Gloucester County, New Jersey," and publicly noticed on February 19, 2015, prepared by Federici & Akin, P.A., Consulting Engineers, for the purpose of its incorporation into the applicable WPM plan(s).

SECTION 2: This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 20, 2015, at Woodbury New Jersey.



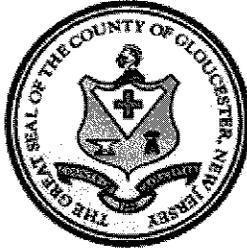
COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4



County of Gloucester

**RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY
MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: AMENDMENT TO THE
TRI-COUNTY WATER QUALITY MANAGEMENT PLAN, CRYSTAL LAKES SEWER
SERVICE AREA EXPANSION, MONROE TOWNSHIP, NEW JERSEY**

CERTIFICATION

I, **ROBERT N. DILELLA**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 20th day of **May, 2015**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 2015.

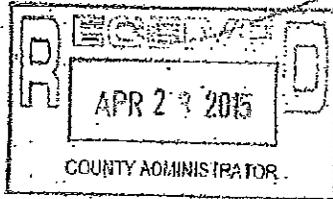
ROBERT N. DILELLA,
CLERK OF THE BOARD
County of Gloucester



FEDERICI & AKIN, P.A.
CONSULTING ENGINEERS

Joseph P. Federici, Jr. P.E., P.P.E.
President
Douglas E. Akin, P.L.S., P.P.
Vice President

Bret T. Yates
Director of Marketing



307 Greentree Road
Sewell, New Jersey 08080
856-589-1400
Fax 856-582-7976

April 15, 2015

File No. 14106

Gloucester County Board of Freeholders
2 South Broad Street
Post Office Box 337
Woodbury, New Jersey 08096

Attention: Robert M. Damminger, Freeholder Director

**RE: Proposed Amendment to the Tri-County Water Quality Management Plan
Crystal Lakes Area Sewer Service Area Expansion
Monroe Municipal Utilities Authority
Monroe Township, Gloucester County, New Jersey**

Dear Director Damminger and Members of the Freeholder Board:

The purpose of this letter is to request a written statement of consent from the Gloucester County Board of Freeholders for the above-cited proposed WQMP amendment. State of New Jersey regulations (N.J.A.C. 7:15) require that all governmental entities, sewerage agencies, and BPU related sewer and water utilities that may be affected by, or otherwise have a substantial interest in, approval of the amendment proposal, shall be requested to issue a written statement of consent. In consideration of this requirement, the Board of Freeholders, as the governing body of the County of Gloucester, is hereby requested to issue a statement of consent on the attached amendment proposal. A statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body.

Pursuant to N.J.A.C. 7:15-3.4, this written statement of consent is required within sixty days of your receipt of this letter. A model resolution is enclosed as an aid to you to ensure that the resolution is satisfactorily worded. Should you determine that the governing body does not support the amendment proposal, it may submit a resolution to that effect, which shall specify the reasons why the amendment proposal is not supported. A copy of the resolution should be sent to this office as well as to the New Jersey Department of Environmental Protection (NJDEP), Office of Water Resources Management Coordination, P.O. Box 420, Mail Code 401-02A, 401 East State Street, 2nd Floor, Trenton, New Jersey 08625-0420.

Please be aware that if you do not submit the requested resolution, the NJDEP maintains the option of considering approval of the proposed amendment. Therefore, it is in your best interest to submit a resolution defining your position so that the NJDEP may consider it in their decision-making process on the amendment proposal.

14106 Consent request - Freeholder Board.ltr.041515.docx

ENGINEERING

SURVEYING

PLANNING



Page 2 of 2

If you have any questions on this matter, please contact me by telephone at (856) 589-1400, Extension 107 or by e-mail at jspratt@federiciandakin.com. Thank you for your attention to this matter.

Respectfully submitted

FEDERICI & AKIN, P.A.

A handwritten signature in cursive script that reads "James A. Spratt". The signature is written in black ink and is positioned above the printed name.

James A. Spratt, P.E., C.M.E.
Authority Engineer

JAS/
Enc.

cc via e-mail

Jerry G. Moore, MMUA Executive Director
John W. Trimble, Jr., Esq., MMUA Solicitor
NJDEP Office of Water Resources Management Coordination

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF WATER RESOURCES MANAGEMENT COORDINATION**

Proposed Amendment to the Tri-County Water Quality Management Plan

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management (WQM) Plan. This amendment proposal, submitted by the Monroe Municipal Utilities Authority, would expand the sewer service area (SSA) of the Gloucester County Utilities Authority Sewage Treatment Plant (GCUA STP) to include the entirety or portions of 78 residential and 10 commercial parcels in Monroe Township, Gloucester County. The project is identified as "Crystal Lakes Area", Project Identification No. 435433, Activity No. AMD140005 and includes the following parcels: Block 301, Lots 29, 30, 33, 35-42; Block 401, Lots 20-27; Block 501, Lots 25-27, 29, 31-37, 42, 42.01, 43, 45; Block 603, Lots 1-4, 7-13, 17, 31; Block 604, Lots 1.01, 1.02, 5-15, 18; Block 605, Lot 1; Block 606, Lots 1, 2; Block 611, Lots 1, 3-7, 9-13.

This application has been reviewed in accordance with the Water Quality Management Planning rules that set the environmental standards to be applied to an amendment at N.J.A.C. 7:15-5.18, N.J.A.C. 7:15-5.24 as modified by P.L. 2011, c. 203 (amended by P.L. 2013, c. 188). Section 6 of P.L. 2013, c. 188 allows for the consideration of an application for a WQM Plan amendment that does not propose a specific project or activity and delineates as SSA a parcel not to exceed 100 acres in size that complies with the regulatory criteria for the delineation of a SSA established at N.J.A.C. 7:15-5.24. The proposed expansion of SSA complies with N.J.A.C. 7:15-5.24(g), as the Department has determined that Environmentally Sensitive Areas (ESAs) in the proposed SSA are included, but to allow infill development, and to remove undulations in the SSA boundary as necessary to create a linear boundary that relates to recognizable geographic or political features as allowed by N.J.A.C. 7:15-5.20(b)2, and that the ESAs included in the SSA are not critical to a population of endangered or threatened species, the loss of which would decrease the likelihood of the survival or recovery of the species in the State.

Pursuant to P.L. 2011, c. 203, as amended by P.L. 2013, c. 188, the Department, in consultation with the applicable wastewater management planning agency, may approve the inclusion of land within a SSA notwithstanding that existing treatment works may not currently have the assured capacity to treat wastewater from such land without infrastructure improvements or permit modification. Therefore, amendments to modify a SSA may be approved if such actions are compliant with the applicable sections of the Water Quality Management Planning rule (N.J.A.C. 7:15) regardless of whether capacity has been fully assessed, however, in accordance with N.J.A.C. 7:15-5.25(h)1, the projected wastewater flow of the project has been evaluated. The proposed wastewater flow, as calculated in accordance with N.J.A.C. 7:14A-23.3 is 20,078 gallons per day.

Currently, the GCUA STP is permitted to discharge 27 million gallons per day (MGD) of treated wastewater to the Delaware River under NJDPES permit number NJ0024686. The average of the last twelve months of discharge monitoring data show that the GCUA STP has discharged an average daily flow of 18.54 MGD. The additional 0.20 MGD of wastewater from the expanded SSA will not exceed the permitted capacity of the GCUA STP.

The GCUA STP provides treatment for the northern portion of Gloucester County known as the Consolidated District. Along with Monroe Township, the Consolidated District includes Clayton Borough, Deptford Township, Glassboro Borough, Mantua Township, National Park Borough, Paulsboro Borough, Pitman Borough, Wenonah Borough, West Deptford Township, Westville Borough, Woodbury City, Woodbury Heights Borough, and portions of East Greenwich, Elk, and Washington Townships. As part of the GCUA WMP, an environmental constraints/build-out analysis was performed for these Townships in order to identify future wastewater needs. Based on the analysis, Monroe Township has a projected need to treat 3.774 MGD of additional wastewater flow, which is not yet connected to the GCUA STP. The additional 0.020 MGD of planned wastewater flow generated from this project would be added to the current planning flow of 3.774 MGD, resulting in a new residential planning flow of 3.794 MGD for Monroe Township. The GCUA WMP would be updated to reflect the proposed SSA expansion.

In accordance with N.J.A.C. 7:15-5.24, environmentally sensitive areas (ESAs) have been assessed to determine what areas are appropriate for inclusion in the proposed SSA. ESAs are defined as contiguous areas of 25 acres or larger consisting of habitat for threatened and endangered species as identified on the Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, Natural Heritage Priority Sites, Category One special water resource protection areas, and wetlands, alone or in combination. These ESAs are not included in the proposed SSA.

In accordance with N.J.A.C. 7:15-5.24(b)1, to determine areas designated as threatened or endangered species habitat, the Department utilized the Division of Fish and Wildlife's Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, version 3.1. Areas identified by the Landscape Project as being suitable habitat for threatened and endangered species Ranks 3 (State threatened), 4 (State endangered), and 5 (Federal endangered or threatened) are not to be included in proposed SSAs except as provided under N.J.A.C. 7:15-5.24(e) - (h), or unless a site has undergone a site specific Habitat Suitability Determination prepared in accordance with N.J.A.C. 7:15-5.26 that found the site to be not suitable habitat, or pursuant with N.J.A.C. 7:15-5.24(g)2, the Department determined the ESA is not critical to a population of endangered or threatened species the loss of which would decrease the likelihood of the survival or recovery of the identified species. Review of the site has determined that no threatened or endangered species habitat exists on site.

In accordance with N.J.A.C. 7:15-5.24(b)2, areas mapped as Natural Heritage Priority Sites are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-

5.24(e) - (h). Review of the project site has determined that no Natural Heritage Priority Sites exist on site.

In accordance with N.J.A.C. 7:15-5.24(b)3, special water resource protection areas along Category One waters and their tributaries established under the Stormwater Management rules, N.J.A.C. 7:8 are not to be included in the proposed SSA, except as provided under N.J.A.C. 7:15-5.24(e) - (h). Review of the project site has determined that no Category One waterways or their tributaries exist in the project area.

In accordance with N.J.A.C. 7:15-5.24(b)4, areas mapped as wetlands pursuant to N.J.S.A. 13:9A-1 and 13:9B-25 are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-5.24(e) - (h). Wetlands identified on Block 501, Lots 31, 32, 45 have been included in the proposed SSA as they are less than 25 acres and not contiguous. Wetland areas are also included in the proposed SSA on the developed residential parcels on Blocks 604, 605, 606, 301, and commercial parcels on Block 501 and 611, pursuant to N.J.A.C. 7:15-5.24(g), as the Department has determined that these wetlands in the proposed SSA are included to remove undulations in the SSA boundary as necessary to create a linear boundary that relates to recognizable geographic or political features as allowed by N.J.A.C. 7:15-5.20(b)2, and that the ESAs included in the SSA are not critical to a population of endangered or threatened species, the loss of which would decrease the likelihood of the survival or recovery of the species in the State. Essentially, these parcels are generally small, less than $\frac{1}{4}$ of an acre and predominantly not environmentally sensitive. The proposed SSA also includes wetlands on undeveloped parcels, Block 301, Lots 35 and 39, where only a portion of the lots fronting Herbert Boulevard are proposed for inclusion in the SSA. These parcels are included in the proposed SSA pursuant to N.J.A.C. 7:15-5.24(g), as the Department has determined that wetlands in the proposed SSA are included to allow infill development, and that the ESAs included in the SSA are not critical to a population of endangered or threatened species, the loss of which would decrease the likelihood of the survival or recovery of the species in the State.

In accordance with N.J.A.C. 7:15-5.24(c), lands within certain coastal planning areas (Coastal Fringe, Coastal Rural, and Coastal Environmentally Sensitive Planning Areas) are not included in the SSA. The project site is not in a coastal planning area.

Pursuant to N.J.A.C. 7:15-5.24(d), special restricted areas including areas with Federal 201 grant limitations that prohibit the extension of sewers to serve development in specified areas such as wetlands and floodplains, in addition to special restricted areas of designated beaches, coastal high hazard areas, and dunes are not included in the SSA. These restricted areas are not applicable here.

This proposed amendment represents only one part of the permit process and other issues may need to be addressed prior to final permit issuance. Additional issues which may need to be addressed may include, but are not limited to, the following: compliance with stormwater regulations; antidegradation; effluent limitations; water quality analysis; exact locations and designs of future treatment works (pump stations, interceptors, sewers,

outfalls, wastewater treatment plants); and development in wetlands flood prone areas, designated Wild and Scenic River areas, or other environmentally sensitive areas which are subject to regulation under Federal or State statutes or rules.

This notice is being given to inform the public that a plan amendment has been proposed for the Tri-County WQM Plan. All information related to the WQM Plan and the proposed amendment is located at the Department, Office of Water Resources Management Coordination, P.O. Box 420, Mail Code 401-02A, 401 East State Street, Trenton, N.J. 08625-0420. The Department's file is available for inspection between 9:00 a.m. and 4:00 p.m., Monday through Friday. An appointment to inspect the documents may be arranged by calling the Office of Water Resources Management Coordination at (609) 777-4349.

Interested persons may submit written comments on the proposed amendment to WQM Program Docket, at the Department address cited above with a copy sent to Mr. Jerry Moore, Executive Director, Monroe Municipal Utilities Authority, 372 South Main Street, Williamstown, NJ 08094-1727. All comments must be submitted within 30 days of the date of this public notice. All comments submitted prior to the close of the comment period shall be considered by the Department in reviewing the amendment request.

Interested persons may request in writing that the Department hold a non-adversarial public hearing on the amendment or extend the public comment period in this notice up to 30 additional days. These requests must state the nature of the issues to be raised at the proposed hearing or state the reasons why the proposed extension is necessary. These requests must be submitted within 30 days of the date of this notice to WQM Program Docket at the Department address cited above. If a public hearing for the amendment is held, the public comment period in this notice shall be extended to close 15 days after the public hearing.

CKokas
Colleen Kokas, Director
Office of WRM Coordination
Department of Environmental Protection

2-19-15
Date

C-5

RESOLUTION AWARDING CONTRACTS TO CRAIG TESTING LABORATORIES, INC., PENNONI ASSOCIATES, INC., AND FRENCH & PARRELLO ASSOCIATES, PA, IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT FROM JUNE 11, 2015 TO JUNE 10, 2016

WHEREAS, the County of Gloucester (hereinafter the "County") through its Engineering Department has a need to obtain a contractor for material testing and inspection of concrete, asphalt and soils services. The County requested proposals from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, this need for said professional services is related to the county wide material testing and inspection of concrete, asphalt & soils, Engineering Project #15-04 (hereinafter the "Project") and pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey each contract(s) may be awarded without public advertising for bids in that the subject matter of the contract is the provision of professional services; and; and

WHEREAS, the County requested proposals 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 French & Parrello Associates, PA, Consulting Engineers, with offices at 1800 Route 34, Suite 101, Wall, NJ 07719, Craig Testing Laboratories, Inc., with offices at 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330, and Pennoni Associates, Inc. with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, each made advantageous proposals and the County's Purchasing Agent has recommended that each be awarded a contract to supply services for the County, as needed; and

WHEREAS, each contract shall be awarded from June 11, 2015 to June 10, 2016, for estimated services not to exceed \$30,000.00 for each contractor, which does not obligate the County to make any purchase so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of each contract beyond December 31, 2015 shall be conditioned upon the approval of the 2016 County Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that contracts for material testing and inspection of concrete, asphalt and soils services, as per RFP-015-018, are hereby awarded to Pennoni Associates, Inc. French & Parrello Associates, PA, Consulting Engineers, and Craig Testing Laboratories, Inc., from June 11, 2015 to June 10, 2016, for an amount not to exceed \$30,000.00 for each contractor for each contract term, in accordance with and pursuant to the proposals submitted by each, and the unit prices set forth within each proposal; and

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

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of each contract, if applicable, and a copy of this Resolution and the contracts are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice 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, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C-5

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-015-018 - Countywide Material Testing – Craig Testing Labs

<p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p>	<p style="text-align: center;">SCORE</p>
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p>	<p style="text-align: center;">5</p>
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Excellent past experience with previous county projects.</p> <p style="text-align: center;"><u>25</u> points.</p>	<p style="text-align: center;">25</p>
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> Does work for other local Counties , no detail given</p> <p style="text-align: center;"><u>25</u> points.</p>	<p style="text-align: center;">22</p>
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Write up demonstrated knowledge of requirements</p> <p style="text-align: center;"><u>25</u> points.</p>	<p style="text-align: center;">23</p>
<p>E. <u>Reasonableness of Cost Proposal</u></p> <p style="text-align: center;"><u>20</u> points.</p>	<p style="text-align: center;">19</p>
<p style="text-align: center;">TOTALS</p>	<p style="text-align: center;">94</p>

BASIS OF AWARD

(To be completed by County evaluation committee)

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

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

RFP-015-018 - Countywide Material Testing – Pennoni Associates

EVALUATION FACTORS		SCORE
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.		
A.	Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Team meets minimum requirements. Has worked previously with the County. <u> 25 </u> points.	25
C.	<u>Relevance and Extent of Similar Engagements performed</u> Provided a list of similar material testing/inspection project experience with the region. <u> 25 </u> points.	25
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Good understanding of project requirements including submission requirements. <u> 25 </u> points.	24
E.	<u>Reasonableness of Cost Proposal</u> Cost of cores is not reasonable <u> 20 </u> points.	10
TOTALS		89

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

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

RFP-015-018 - Countywide Material Testing – French & Parrello

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Technical Proposal contains all required information All required documentation submitted. <u> 5 </u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> Team meets minimum requirements <u> 25 </u> points.	25
C. <u>Relevance and Extent of Similar Engagements performed</u> Provided a list of similar testing contracts with other Counties. <u> 25 </u> points.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan not specific to project requirements. Could have given more description of on call work, etc. <u> 25 </u> points.	18
E. <u>Reasonableness of Cost Proposal</u> <u> 20 </u> points.	17
TOTALS	90

CS

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
CRAIG TESTING LABORATORIES, INC.**

THIS CONTRACT is made effective this 11th day of **June 2015**, 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 **CRAIG TESTING LABORATORIES INC.**, 5439 Harding Highway, PO Box 427, Mays Landing, NJ 08330, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in **RFP-015-018**, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2015 to June 10, 2016.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-015-018 (hereinafter the "RFP"), and the Contractor's Proposal dated April 21, 2015 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-015-018 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 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.

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

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

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

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

The Contractor 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 RFP, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **11th** day of **June 2015**.

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

CRAIG TESTING LABORATORIES, INC.

By: _____

(Please Print Name)

PROPOSAL

Material Testing

County of Gloucester, New Jersey

RFP # 015-018



Ensuring Quality
Validating Compliance

Prepared For:

Mr. Peter Mercanti
Director, Purchasing Department

County of Gloucester
Two South Broad Street
Woodbury, New Jersey 08096

April 21, 2015

QE-192-CTL-15



MATERIAL TESTING & INSPECTION SERVICES

Concrete • Masonry • Soil • Steel
Asphalt • Test Borings • Geotechnical

CRAIG TESTING LABORATORIES, INC.

ATTACHMENT 1
Specification No. ENGRG. 15-04
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 65.00	\$ 325.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 185.00	\$ 925.00
3	5	Each	Soil Sampling/Pick up only	\$ 60.00	\$ 300.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 305.00	\$ 6,100.00
5	20	½ Day	Onsite Soil Compaction (4hrs)*	\$ 195.00	\$ 3,900.00
6	40	Hrs	Overtime- Soil Compaction	\$ 57.00	\$ 2,280.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 295.00	\$ 7,375.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)*	\$ 195.00	\$ 4,875.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 55.25	\$ 552.50
10	200	Each	Testing of Concrete Cylinders	\$ 14.00	\$ 2,800.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 50.00	\$ 1,750.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 10.00	\$ 50.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 50.00	\$ 250.00
14	25	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")	\$ 695.00	\$ 17,375.00
15	10	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 950.00	\$ 9,500.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ 2.00	\$ 700.00
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 330.00	\$ 3,300.00
18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 495.00	\$ 1,980.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 61.75	\$ 308.75

* Half Day is 4 hours between 6am-12pm or 12pm to 6pm otherwise 8 hours to be charged.

Total Amount Bid

\$ 64,646.25

QE-192-CTL-15

CS

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
FRENCH & PARRELLO ASSOCIATES, PA**

THIS CONTRACT is made effective this 11th day of **June 2015**, 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 **FRENCH & PARRELLO ASSOCIATES, PA** 1800 Route 34, Suite 101, Wall, NJ 07719 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in **RFP-015-018**, for use by the County's Public Works Department, Engineering Division; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from June 11, 2015 to June 10, 2016.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$30,000.00 for the Contract term. This Contract is for estimated units of service, as set forth in the RFP-015-018 (hereinafter the "RFP"), and the Contractor's Proposal dated April 22, 2014 (hereinafter the "Proposal"). There is no obligation on the part of the County to make any purchase whatsoever.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-015-018 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

Specifications, and all applicable laws.

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 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).
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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.

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

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

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

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

The Contractor 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 RFP, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

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

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

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

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

non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

The chosen mediator shall be the remaining person who is the combined highest

ranking mediator on both preference lists, after deleting all excluded persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS CONTRACT is effective as of this **11th** day of **June 2015**.

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

FRENCH & PARRELLO ASSOCIATES, PA

By: _____

(Please Print Name)



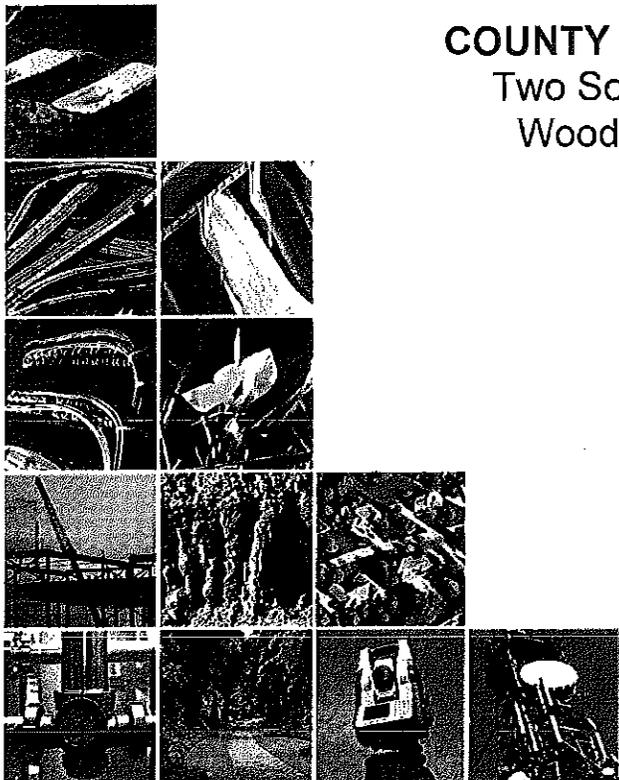
EXPERIENCE YOU CAN BUILD ON

New Jersey Veteran Owned Business

PROPOSAL FOR
Material Testing
RFP # 015-018

Submitted to:

COUNTY OF GLOUCESTER
Two South Broad Street
Woodbury, NJ 08096



April 22, 2015
FPA No. 1827.T07

1800 ROUTE 34, SUITE 101 • WALL, NJ • 07719 • T 732.312.9800 • F 732.312.9801
HACKETTSTOWN, NJ • NEW YORK, NY
WWW.FPAENGINEERS.COM

ATTACHMENT 1
Specification No. ENGRG. 15-04
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 45.00	\$ 225.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 225.00	\$ 1,125.00
3	5	Each	Soil Sampling/Pick up only	\$ 80.00	\$ 400.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 380.00	\$ 7,600.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 230.00	\$ 4,600.00
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19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter-Overtime	\$ 62.00	\$ 310.00

** Note: FPA does not perform this test. It has been our experience that it's not a valid quantitative method.

Total Amount Bid

\$ 82,420.00

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PENNONI ASSOCIATES, INC.**

THIS CONTRACT is made effective this 11th day of **June 2015**, 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.** 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for County Wide Material Testing and Inspection of Concrete, Asphalt & Soils, as needed, as set forth in **RFP-015-018**, for use by the County's Public Works Department, Engineering Division; and

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

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

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1. **TERM.** This Contract shall be effective from June 11, 2015 to June 10, 2016.
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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.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of 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.

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

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

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

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

The Contractor 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 RFP, if any, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

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

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

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

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

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

THIS CONTRACT is effective as of this 11th day of **June, 2015**.

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

PENNONI ASSOCIATES, INC.

By: _____

(Please Print Name)

PROPOSAL

Procurement Code
Peter Mascardi, Director
Purchasing Department
County of Gloucester
Two S. Broad Street
Vineland, NJ 08246

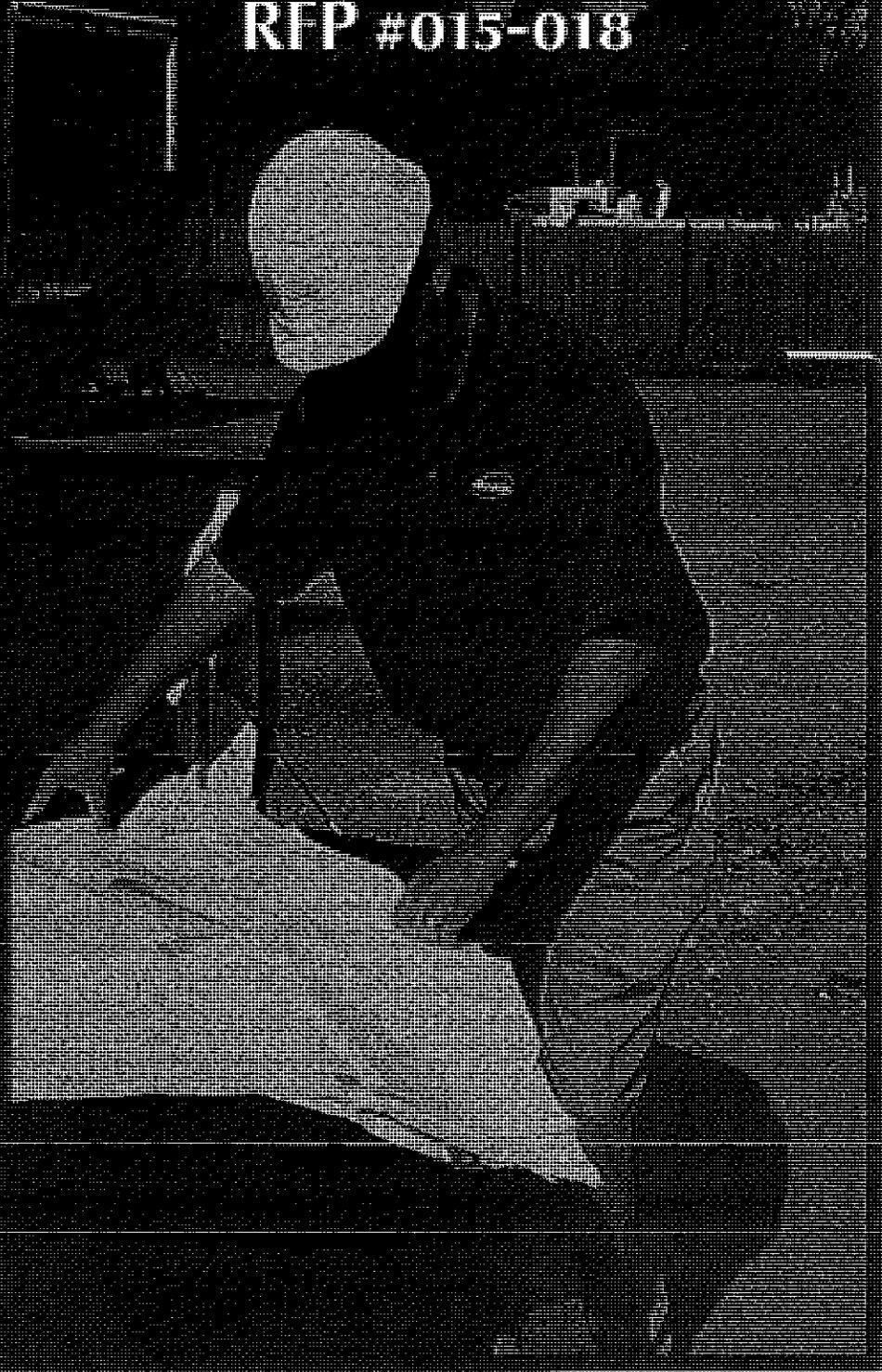
April 22, 2015

RFQ #13-00014

**COUNTYWIDE MATERIAL TESTING
AND INSPECTION**

COUNTY OF GLOUCESTER

RFP #015-018



Pennoni

PENNONI ASSOCIATES INC.
CORPORATED ENGINEERS

Providing
Engineering
Services

Since 1966

www.pennoni.com

ATTACHMENT 1
Specification No. ENGRG. 15-04
Schedule of Prices

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	5	Each	Soil Wash Gradation	\$ 95.00	\$ 475.00
2	5	Each	Proctor Analysis & Wash Gradation	\$ 260.00	\$ 1,300.00
3	5	Each	Soil Sampling/Pick up only	\$ 70.00	\$ 350.00
4	20	Day	Onsite Soil Compaction (8hrs)	\$ 400.00	\$ 8,000.00
5	20	½ Day	Onsite Soil Compaction (4hrs)	\$ 280.00	\$ 5,600.00
6	40	Hrs	Overtime- Soil Compaction	\$ 75.00	\$ 3,000.00
7	25	Days	Concrete Field Monitoring & Testing (8hrs)	\$ 360.00	\$ 9,000.00
8	25	½ Day	Concrete Field Monitoring & Testing (4hrs)	\$ 240.00	\$ 6,000.00
9	10	Hrs	Overtime- Concrete Field Monitoring	\$ 67.50	\$ 675.00
10	200	Each	Testing of Concrete Cylinders	\$ 15.00	\$ 3,000.00
11	35	Trips	Delivery/Pickup of cylinders made	\$ 70.00	\$ 2,450.00
12	5	Each (single shot)	Nondestructive Concrete Testing- Schmidt Hammer	\$ 50.00	\$ 250.00
13	5	Each (single shot)	Nondestructive Concrete Testing- Windsor Probe	\$ 480.00	\$ 2,400.00
14	25	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top only (variable thickness 2"-3")	\$ 2,050.00	\$ 51,250.00
15	10	Lots	Drill 6" cores & perform composition analysis, air void & thickness analysis, top (variable thickness 2"-3" & 4" base)	\$ 3,550.00	\$ 35,500.00
16	350	Each	Patch Core Hole Area with cold asphalt Patch	\$ N/A	\$ N/A
17	10	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Day Rate	\$ 400.00	\$ 4,000.00
18	4	Trip	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Night Rate	\$ 600.00	\$ 2,400.00
19	5	Hr	Asphalt Pavement Field Inspection w/ Nuclear Moisture Density Meter- Overtime	\$ 75.00	\$ 375.00

Total Amount Bid

\$ 136,025.00

C-6

RESOLUTION AUTHORIZING ACCESS TO THE GLOUCESTER COUNTY UTILITIES AUTHORITY FOR PROPOSED WORK ON THE GCUA TRUNKLINE

WHEREAS, the County grants unto the Gloucester County Utilities Authority (GCUA), and, via assigns, their personnel, contractors and consulting engineers, a temporary construction and access easement and the attendant right to trespass upon our property at Lambs Road, County of Gloucester, State of New Jersey, Block 50, Lot 2 & 2.01; Block 21.04, Lot 1.02, by persons, material, and equipment for the period required to complete the Slip-lining of Upper Mantua Interceptor at Lambs Road project. The work will be conducted within or adjacent to the fore-mentioned property, within the limits of the temporary construction and access easements as shown on the attached Figure 1; and

WHEREAS, the privilege shall consist of performing the activities necessary to complete the Project within the temporary construction and access easements as illustrated on Figure 1. The temporary easement will be used to enter and exit the work area for the purpose of accessing manholes and/or sewer mains, staging equipment, and aligning temporary hose and pumps. The temporary easement will be located between Lambs Road and the existing sewer. The equipment used to perform this work may include light trucks, utility vehicles, pumps, generators and hoses along with necessary field personnel. It is not anticipated that any excavation equipment will enter the temporary easements; and

WHEREAS, the duration of the construction work on the aforementioned property is anticipated to be approximately four weeks.

WHEREAS, the GCUA shall defend and indemnify the grantor against all claims, actions, liability, judgments and costs of any kind whatsoever arising from, attributable to, or in connection with the granting of this trespass or its use.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that authorization is hereby granted for a Temporary Construction and Access Easement to the GCUA for access to Lambs Road, County of Gloucester, State of New Jersey, Block 50, Lot 2 & 2.01; Block 21.04, Lot 1.02, by persons, material, and equipment for the period required to complete the Slip-lining of Upper Mantua Interceptor at Lambs Road project; and

BE IT FURTHER RESOLVED, that the Director of the Board be and is hereby authorized to execute the said Temporary Construction and Access Easement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

GL

Date _____

I/We, the undersigned, grant unto the Gloucester County Utilities Authority (GCUA), and, via assigns, their personnel, contractors and consulting engineers, a temporary construction and access easement and the attendant right to trespass upon our property at Lambs Road, County of Gloucester, State of New Jersey, **Block 50, Lot 2 & 2.01; Block 21.04, Lot 1.02**, by persons, material, and equipment for the period required to complete the Sliplining of Upper Mantua Interceptor at Lambs Road project. The work will be conducted within or adjacent to the fore-mentioned property, within the limits of the temporary construction and access easements as shown on the attached Figure 1.

The privilege shall consist of performing the activities necessary to complete the Project within the temporary construction and access easements as illustrated on Figure 1. The temporary easement will be used to enter and exit the work area for the purpose of accessing manholes and/or sewer mains, staging equipment, and aligning temporary hose and pumps. The temporary easement will be located between Lambs Road and the existing sewer. The equipment used to perform this work may include light trucks, utility vehicles, pumps, generators and hoses along with necessary field personnel. It is not anticipated that any excavation equipment will enter the temporary easements.

The duration of the construction work on the aforementioned property is anticipated to be approximately four weeks.

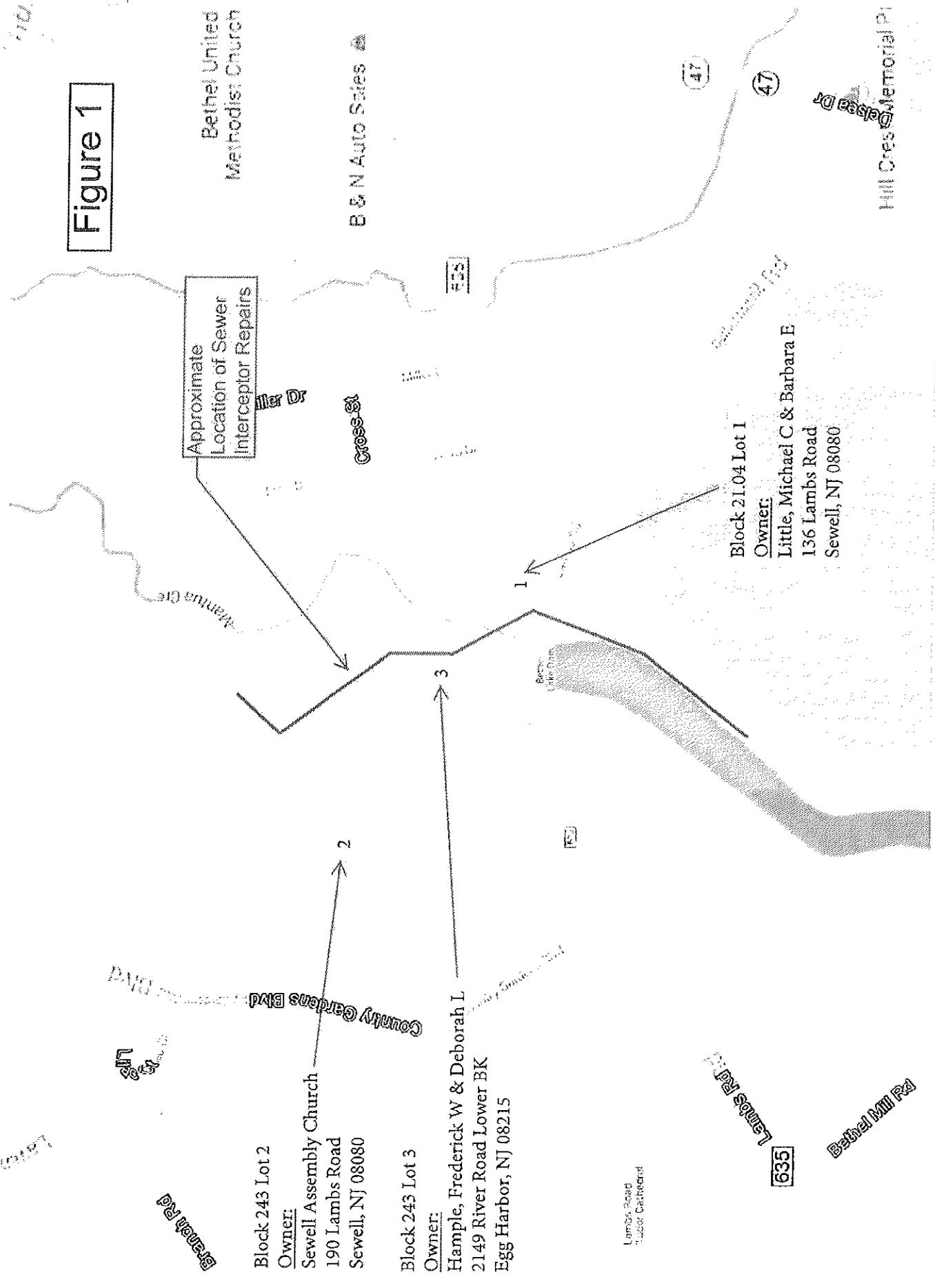
The GCUA shall defend and indemnify the grantor against all claims, actions, liability, judgments and costs of any kind whatsoever arising from, attributable to, or in connection with the granting of this trespass or its use.

Special Conditions:

SIGNATURE PAGE

<p>Property Owner's Signature</p> <p>Robert M. Damminger, Freeholder Director</p> <p>Phone Number: _____</p> <p>Date: _____</p>	<p>Gloucester County Utilities Authority</p> <p>Date: _____</p>
--	---

Figure 1



C-17

RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH R.E. PIERSON CONSTRUCTION COMPANY, INC., BY \$31,152.95

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Construction of Hendrickson Mill Road Structure 4-E-6 over Little Timber Creek, Woolwich Township, Gloucester County," Engineering Project #13-01SA, (hereinafter the "Project"); and

WHEREAS, a contract for the Project was previously awarded to R.E. Pierson Construction Company, Inc. (hereinafter "R.E. Pierson"), with an office address of 426 Swedesboro Road, Pilesgrove/PO Box 430, Woodstown, 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 \$341,620.33 (hereinafter the "Contract") by Resolution on November 25, 2014; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #01-Final, which will decrease the total amount of the Contract with R.E. Pierson by \$31,152.95, resulting in a new total contract amount of \$310,467.38; and

WHEREAS, the said change order to reflects increases and decreases for final as-built quantities. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$310,467.38; and

WHEREAS, the Project is Federally funded through FEMA.

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

1. The hereinabove referenced final Change Order Decrease #01-Final reduces the County's Contract with R.E. Pierson for the Project in the amount of \$31,152.95, resulting in a new total adjusted contract amount of \$310,467.38, 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 the 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, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

Sheet 1 of 2
Order No: 1 (Final)
Order Letter: _____
Date: May 8, 2015

07

Project: Construction of Hendrickson Mill Road Structure 4-E-6 over Little Timber Creek
Federal Project No: 13-01 Doc. No. 13-01
Contractor: R.E. Pierson Construction Co., 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:

Nature and reason for order: Increases and decreases to reflect final as-built quantities.

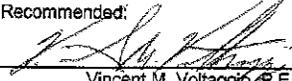
Extension Reduction of time recommended for this order: _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	<u>\$341,620.33</u>		<u>\$341,620.33</u>
Amount Completed to Date			
FINAL:	<u>\$310,467.38</u>		<u>\$310,467.38</u>

CONTRACT TIME
Original Completion Date:
Adjustment This Order: (+ or -) _____
Previous Adjustments: (+ or -) _____
Adjusted Completion Date:

ORDER NO. 1 & Final	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
Extra Work:	\$1,500.00	\$0.00	\$1,500.00
Increases:	\$20,826.10	\$0.00	\$20,826.10
Decreases:	-\$53,479.05	\$0.00	-\$53,479.05
Total:	-\$31,152.95	\$0.00	-\$31,152.95

RESERVED FOR FHWA OR
F.T.A.

Recommended:


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

5-8-15
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's Authorized Signature

5-9-15
Date

Name: MATTHEW ECKER
Title: PROJECT MANAGER

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

Unprotected
 Protested by letter dated _____ attached.

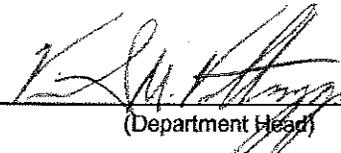
Project: Construction of Hendrickson Mill Road (Structure 4-E-6) over Little Timber Creek
 Federal Project No: 13-01 Doc. No. 13-01
 Contractor: R.E. Pierson Construction Company, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	
Extras				
SA-1	Dogwood Deciduous Trees	4	\$375.00	\$1,500.00
			Total Extras	\$1,500.00
Increases				
10	EXCAVATION, UNCLASSIFIED	287.28	\$65.00	\$17,373.20
18	HOT MIX ASPHALT, 12.5M64 SURFACE COURSE, 2" THK	16.06	\$215.00	\$3,452.90
			Total Increases	\$20,826.10
Decreases				
2	CAUTION FENCE	-90	\$2.50	-\$225.00
6	CONSTRUCTION DRIVEWAY	-60.44	\$20.00	-\$1,208.80
8	TRAFFIC CONTROL	-1	\$0.01	-\$0.01
12	GEOTEXTILE "SUBSURFACE DRAINAGE - CLASS 2"	-55	\$1.00	-\$55.00
13	MISCELLANEOUS CONCRETE	-133.00	\$175.00	-\$23,275.00
15	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	-52.84	\$9.25	-\$488.77
19	HOT MIX ASPHALT, 25M64 BASE COURSE, 4" THICK	-15.74	\$110.00	-\$1,731.40
20	TACK COAT	-107	\$0.01	-\$1.07
21	PRIME COAT	-214	\$0.01	-\$2.14
25	REINFORCEMENT STEEL, EPOXY COATED	-109.18	\$3.00	-\$327.54
26	GABION WALL	-7	\$325.00	-\$2,275.00
27	GABION MATTRESS	-25	\$450.00	-\$11,250.00
28	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4"	-222	\$1.15	-\$255.30
31	FUEL PRICE ADJUSTMENT	-1	\$5,000.00	-\$5,000.00
33	NONVEGETATIVE SURFACE, HOT MIX ASPHALT, 4" THK.	-140.35	\$29.00	-\$4,070.15
35	BORROW TOPSOIL	-30	\$22.00	-\$660.00
36	FERTILIZING AND SEEDING, TYPE A-3	-110	\$2.00	-\$220.00
37	TOPSOIL STABILIZATION, TYPE 2 MAT	-25.89	\$5.75	-\$148.87
38	STRAW MULCHING	-350	\$0.70	-\$245.00
39	EXCAVATION, ACID PRODUCING SOILS	-10	\$39.00	-\$390.00
40	DISPOSAL OF REGULATED MATERIAL	-10	\$100.00	-\$1,000.00
41	DISPOSAL OF ACID PRODUCING SOILS	-10	\$65.00	-\$650.00
			Total Decreases	-\$53,479.05
Total Amount Change Order No.				-\$31,152.95

Amount of Original Amount: \$341,620.33
 Amount Completed to Date FINAL: \$310,467.38
 Total Change (+ or -): (\$31,152.95)
 % of Change in Contract: [(+) Increase or (-) Decrease] -9.12%

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: R.E. Pierson Construction Co., Inc.
426 Swedesboro Rd, Piles Grove, NJ 08098
P.O. box 430, Woodstown, NJ 08098
- 2. Description of Project or Contract: Construction of Hendrickson Mill Road
Structure 4-E-6 over Little Timber Creek,
Woolwich Township, Gloucester County
- 3. Date of Original Contract: 11/25/2014
- 4. P.O. Number: 14-10063
- 5. Amount of Original Contract: \$341,620.33
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this C.O. No.1 Final Decrease: -\$31,152.95
- 8. Total Amount of Contact \$310,467.38
(Total of Numbers 5, 6 & 7 Above)
- 9. Need or Purpose of this Change Order: Increases and decreases to reflect final asbuilt quantities.

This change order requested by  on 5-8-15
(Department Head) (Date)

Accepted by  on 5-8-15
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Robert N. DiLeila, 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.

[Handwritten Signature]

RESOLUTION ACQUIRING A DEVELOPMENT EASEMENT IN THE TOWNSHIP OF LOGAN ON APPROXIMATELY 18.02 ACRES OF FARM PROPERTY OWNED BY JOEL VIERECK, BRIANNA K. LYNN AND DAVID W. VIERECK, FOR \$162,180.00

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

WHEREAS, **Joel Viereck, Brianna K. Lynn and David W. Viereck**, having presented themselves as the owners of the land and premises located in the **Township of Logan** (hereinafter "**Logan**"), and known as **Block 1004, Lot 4.02, on the Official Tax Map of the Township of Logan** (hereinafter collectively the "**Property**"), which consists of **approximately 18.02 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Joel Viereck, Brianna K. Lynn and David W. Viereck**, 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, the original Farmland Preservation application for the Property was submitted by Rocco and Nancy Acito, who subsequently sold the Property to Joel Viereck, Brianna K. Lynn and David W. Viereck, who wish to continue with application for Farmland Preservation; 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 **\$162,180.00**, 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 **\$162,180.00**, pursuant to CAF# 15-03689, 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 **Joel Viereck, Brianna K. Lynn and David W. Viereck**, known as **Block 1004, Lot 4.02**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$162,180.00**;

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Joel Viereck, Brianna K. Lynn and David W. Viereck**, in regard to the

County's purchase of development easements in the farm premises known as **Block 1004, Lot 4.02**, 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 Director of the Board is hereby authorized to execute and the Clerk of the Board, be, and the same hereby is authorized to attest to the 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, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-03689 DATE May 5, 2015

BUDGET NUMBER T-03-08-509-372-20548

AMOUNT OF CERTIFICATION \$ \$162,180.00

DEPARTMENT Office of Land Preservation

COUNTY COUNSEL Emmett Primas, Esq.

DESCRIPTION OF PRODUCT OR SERVICE

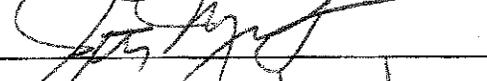
Resolution to acquire a development easement on the farm property of
Joel Viereck, Brianna K. Lynn and David W. Viereck located in the Township of Logan,
known as Block 1004, Lot 4.02 consisting of approximately 18.02 acres at \$9,000.00
per acre for a total amount of \$162,180.00.

VENDOR NAME West Jersey Title Agency, Inc

ADDRESS 15 South Main Street

CITY/STATE/ZIP Woodstown, NJ 08098

DEPARTMENT HEAD APPROVAL 

PURCHASING AGENT  DATE 5-8-15

FREEHOLDER MEETING DATE 5 | 20 | 15

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT
PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

31

THE HANSON ORGANIZATION

A Professional Corporation

809 Second Street, Ocean City, NJ 08226-4117
(609) 398-3189 ~ Fax (609) 398-6218

MARK J. HANSON, MAI, SRA, CTA, ESQ, LL.M (Tax)
MAI, SRA Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us
web page: www.hansonpc.us

February 18, 2014

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of the Acito Farm
Block 1004 Lot 4.02, Logan Township, Gloucester County, NJ

Dear Mr. Atkinson:

At your request, I have prepared an appraisal of the Acito Farm located at 637 Oak Grove Road, Logan Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on January 15, 2014.

This report is intended for use only by Gloucester County for farmland preservation use. This report is not intended for any other use.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP).

The property rights appraised are the surface rights. There are no improvements on site that were not considered in the value conclusion. There is no irrigation water rights, permanent plantings, marketable standing timber or irrigation equipment considered in this appraisal.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Acito Farm, as described herein, as of January 15, 2014, was as follows:

	<u>Value Per Acre</u>	<u>Total Value</u>
<u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u>	\$13,000	\$247,000
<u>RESTRICTED MARKET VALUE AFTER EASEMENT</u>	\$3,500	\$67,000
<u>VALUE OF DEVELOPMENT EASEMENT</u>	\$9,500	\$180,000

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION, P.C.

Mark J. Hanson

Mark J. Hanson, MAI, SRA, SCGREAA - #42RG00012000

Enclosure: appraisal report

file #2014002

R. W. Frankenfield Associates

Real Estate Appraiser and Consultant

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

February 22, 2014

Mr. Kenneth Atkinson, Director
Farmland Preservation Program
Gloucester County
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: **Appraisal Report of Acito Property**
637 Oak Grove Road, Block 1004, Lot 4.02
Logan Township, Gloucester County, NJ

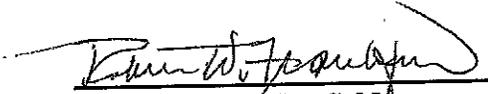
Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester and the State Agricultural Development Committee, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of February 3, 2014, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$13,000.	\$247,000.
Estimate of Property Value, After:	\$ 4,500.	\$ 8,500.
Estimate of Development Easement Value:	\$ 8,500.	\$161,500.

Respectfully Submitted,


Robert W. Frankenfield
SCGRE 42RG00061300

CONTRACT TO SELL DEVELOPMENT EASEMENT

JOEL VIERECK, BRIANNA K. LYNN and DAVID W. VIERECK, as joint
tenants with Rights of Survivorship

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: JOEL VIERECK, BRIANNA K. LYNN and DAVID W. VIERECK, as joint tenants with Rights of Survivorship, having an address of 94 Swedesboro Road, Gibbstown, NJ, 08027 (hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 4.02, 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: \$ 9,000.00 ASSUMED ACREAGE: Approximately 18.02 acres

ESTIMATED GROSS SALES PRICE: \$162,180.00

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 (6th) day following the day that both parties have executed this agreement.

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

"IRS" means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

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

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

accountants) counsel against Buyer's participation.

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

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

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

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

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

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

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

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

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

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

commenced.

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

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

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

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

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

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____
JOEL VIERECK

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

BY: _____
BRIANNA K. LYNN

Social Security Number

BY: _____
DAVID W. VIERECK

Social Security Number

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

BY: _____
JOEL VIERECK

Date

BY: _____
BRIANNA K. LYNN

Date

BY: _____
DAVID W. VIERECK

Date

E.2

**RESOLUTION APPROVING A MANAGEMENT AND USE
AGREEMENT FOR MAPLE RIDGE BY AND AMONG THE STATE OF
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE
COUNTY AND THE TOWNSHIP OF MANTUA**

WHEREAS, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, determined that it was in the best interests of the County to participate in the purchase of the land known as Block 400, Lot 3 (also known as Lots 3, 10, 18 and 19) on the Official Tax Map of the Township of Deptford, and Block 173, Lot 4, on the Official Tax Map of the Township of Mantua, (hereinafter collectively the "Property") using Open Space Preservation Funds; and

WHEREAS, Maple Ridge GIBG, LLC has indicated a willingness to convey the Property to the County, the Township of Mantua, and the South Jersey Land Trust, so that it may be preserved as open space; and

WHEREAS, once settlement has occurred all interested parties will deed any respective interests in the property to the State of New Jersey, Department of Environmental Protection (hereinafter "the Department"); and

WHEREAS, the Property is approximately 110.47 acres in size and will be utilized as a natural area; and

WHEREAS, the Department is requiring the County and the Township of Mantua to enter into Management and Use Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director be and is hereby authorized to execute the Management and Use Agreement by and among the Department, the County and the Township of Mantua for an initial five year term regarding the operation, management, monitoring and maintenance of the Property.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Exhibit A

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MANAGEMENT and USE AGREEMENT

THIS AGREEMENT is made and executed on this ____ day of _____, 2015, by and between THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION, with its principal office at 501 East State Street, Trenton, New Jersey 08625 (“the Department”) and THE COUNTY OF GLOUCESTER, a corporation organized and existing under the laws of the State of New Jersey with offices at County Building, 1200 North Delsea Drive, Building A, Clayton, New Jersey 08312 (“the County”). Collectively, the Department and the County shall hereinafter be referred to as “the Parties”.

WHEREAS, the Department owns certain real estate located in Mantua Township and Deptford Township, County of Gloucester consisting of approximately 110.47 acres which contains natural features of recognized value, more specifically identified in paragraph 1, hereinafter referred to as the “Property” (attached hereto as Schedule A); and

WHEREAS, the County, along with the Township of Mantua, hereinafter “the Township” and the South Jersey Land and Water Trust, provided funding towards the acquisition of the Property and transferred its interest to the Department at closing; and

WHEREAS, the majority of the funds used to buy the Property were funds from the Department’s Green Acres Program and the Property use is subject to the restrictions set forth in the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1, et seq., and the Green Acres regulations, N.J.A.C. 7:36.1.1, et seq., among other laws; and

WHEREAS, the Department’s State Park Service has accepted assignment of the Property but does not maintain an adjacent or nearby park or wildlife management area from which to manage the Property; and

WHEREAS, the County, as local entity and funding partner in the purchase, is uniquely suited to assume the administration, management, monitoring and maintenance (collectively “management”) responsibilities for the Property on behalf of the Department and in accordance with all applicable statutes and regulations in effect on or after the date of this Agreement; and

WHEREAS, the County has adopted an Enabling Resolution to effectuate this Agreement which is attached as Schedule B; and

WHEREAS, the Parties are interested in preserving the Property and are committed to preserving the natural features of the Property as set forth in this Agreement; and

WHEREAS, the Parties wish to set forth the rights and obligations of each party concerning management of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and the facts recited above and the terms, conditions and restrictions contained herein, the Parties mutually covenant and agree as follows:

1. **THE PROPERTY.** The Property is designated as Block 400, Lots 3, 10 18 and 19, Township of Deptford and Block 173, Lot 4, Township of Mantua, Gloucester County consisting of approximately 110.47 acres. The metes and bounds of the Property are more specifically described in the survey attached as Schedule A.
2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for five (5) years from the date above. At the conclusion of this initial or any subsequent term, this Agreement may be renewed for additional five (5) year terms upon mutual agreement of the Parties, in writing.
3. **MANAGEMENT.** During the term of this Agreement, the County agrees, at its sole expense, to manage the Property in accordance with this Agreement and the most recent version of the Management Plan that is required to be created by the County and approved by the Department under this Agreement.

The County shall manage the Property subject to the restrictions set forth in the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1, et seq., the Green Acres regulations, N.J.A.C. 7:36.1.1, et seq., and any other applicable statutes or regulations in effect on or after the date of this Agreement. The County shall manage the Property for outdoor passive recreation and conservation purposes as defined by the Green Acres statutes and regulations. In addition, the County shall use the Property, and require others to use the Property, in accordance with the Department's State Park Service Code, N.J.A.C. 7:2-1, et seq.

More specifically, the County shall manage the Property as follows:

- a. The County shall promote maximum public use of the Property only to the extent and in a manner that will not impair the natural, historic and man-made features of the Property. The County shall not charge any fee for the use of the Property by any individual, group, or organization.

- b. The County shall, at its sole cost and expense, be responsible for routine maintenance of the Property, including trash and litter removal. Routine maintenance shall be defined as those planned work activities that reoccur on a periodic cycle to sustain the useful life of an item and those work activities undertaken to restore damaged or worn out items to a fully functioning operating condition. The County may subcontract to accomplish this responsibility.
- c. The County shall not allow the Property to be used in any way that would: (i) make void or voidable any insurance coverage related to the Property, (ii) cause damage to all or any part of the Property or any adjacent properties, (iii) violate any federal, State, or local statute, ordinance, rule, or order, in effect on or after the date of this Agreement, or (iv) constitute a public or private nuisance.
- d. The County shall not violate or allow another to violate any federal, State or local environmental statute, ordinance, rule, or regulation concerning any environmental conditions at, near or from the Property, in effect on or after the date of this Agreement. Environmental conditions include, but are not limited to, the presence of hazardous, solid or other waste, soil, air, ground water, and surface water conditions.
- e. Without limitation, the County shall not place or otherwise allow another to place: (a) soil or other material as landfill on the Property except as approved, in writing, by the Department for the improvement and maintenance of the Property; (b) any trash, waste, hazardous waste, or any unsightly or offensive materials on the Property; or (c) park any vehicles or leave any equipment on the Property overnight. If a routine maintenance project requires County or any subcontractors' vehicles to be left on the Property overnight, the County shall notify the Department prior to leaving such vehicles or equipment on the Property.
- f. The County shall not use or permit others to use the Property in any manner inconsistent with the express terms of this Agreement. No additional rights to use of the Property shall be implied beyond the express terms of this Agreement.
- g. Structures existing on the Property as of the date of this Agreement may be maintained in support of outdoor passive recreation and conservation purposes or demolished with prior written approval of the Department. The County

shall not construct new structures or enlarge any existing structure without prior written approval by the Department. The Department may approve construction of new structures or enlargement of existing structures where it determines that the proposed activity will contribute, directly or indirectly, to the objectives of this Agreement. Examples of acceptable construction include: informational kiosks, gates, signs, and postings. Nothing in this Agreement shall be construed as to allow any construction of any kind absent written Department approval. Construction shall be defined as any improvement, renovation, change, alteration, modification, retro-fitting, replacement, upgrade, addition, out-fitting, and the like, including any and all woodwork, fixtures, hardware, wiring, pipes, and appurtenances that are a part of the construction, but shall not mean personal property. Construction shall also mean the re-building of any building due to damage to the building or the building of any new structure.

- h. The County shall maintain the existing macadam trails on the Property. The County shall not construct new trails or enlarge any existing trails without prior written approval by the Department. The Department may approve the enlargement of existing trails or the construction of new trails provided they:
(a) are constructed with wood chips or similar natural and permeable materials. The use of macadam, gravel, paving stones or other impervious or semi-pervious materials is prohibited; (b) are constructed and maintained with minor rustic boundary markers, trail markers, and other trail-related improvements reasonably necessary to control runoff and prevent trail-related damage (such markers and improvements may include steps, erosion bars and railings, small unlighted informational and interpretive signs, privies, registration boxes, informational kiosks and wildlife observation blinds; provided, however, that they shall be constructed of rustic natural colored materials that blend in with the natural surroundings and complement the natural and scenic features of the landscape); and (c) barriers and low fences are installed where necessary to prevent use or access by motor vehicles or to protect fragile natural resources.
- i. The County shall maintain the existing vehicular access lanes and parking lot on the Property, but the County may not enlarge such access lanes or parking lot in any manner except upon written approval of the Department.
- j. The County shall not execute any leases, licenses, use agreements, concession agreements and/or permits pertaining to the Property. Notwithstanding, the Department may issue a Special Use Permit provided such use is consistent with the terms of this Agreement and the most recent Management Plan. Issuance of

any Special Use Permit shall be subject to the same procedures, terms and conditions applied by the Department to other state parks or wildlife management areas. Final approval shall be in the Department's sole discretion.

- k. Except as otherwise provided herein, the County shall not, and shall not allow others to, introduce, remove or consume use of any material, product, or object to or from the Property. Prohibited uses include, but are not limited to, permanent and continuous grazing by domestic animals; clearing or gathering of trees, plants or parts thereof except as needed for ecological reasons; mining or quarrying; and the dumping, burying or spreading of any garbage, trash, or other materials.
- l. Water levels within water bodies located on the Property shall not be altered without prior written approval by the Department. The altering of water levels may be required where necessary to restore previously existing water levels altered due to sudden natural or manmade conditions. Routine maintenance of existing water control structures may be undertaken without Department approval;
- m. The County shall maintain existing firebreaks within the Property to protect public health and safety and for ecological reasons. In addition, upon written approval from the Department of a Prescribed Burning plan submitted by the County to the Department, temporary firebreaks may be made by mowing, raking, plowing or wetting to eliminate safety hazards and to manage habitat. The County shall comply with all requirements of the Department's Forest Fire Service in its proposal to conduct prescribed burning.
- n. Prior to habitat manipulation or restoration, the County shall submit a plan for such to the Department. The County shall only undertake habitat manipulation or restoration if preservation of a particular habitat type or species of native flora or fauna is included in and consistent with the management objective for the Property as set forth in the most recent Management Plan and upon written approval by the Department. Habitat may not be manipulated for the purpose of enhancing hunting, trapping, or fishing unless approved in writing by the Department.
- o. The County shall submit a plan to control invasive species of plants or animals by biological, mechanical, or chemical methods to the Department and may only act upon such plan upon written approval by the Department.

- p. The County is not required to allow hunting on the Property. The Department may permit hunting, trapping, and fishing in accordance with the applicable regulations of the Department if preservation of a particular habitat type or species of native flora or fauna is needed or when determined necessary by a State Wildlife biologist.
- q. The County shall require, and shall enforce the Park rule, that all pets be kept caged or leashed (maximum length of six feet) and under immediate control of the owner. The owner shall be strictly liable for any nuisance, noise, damage or injury caused by the pet. The owner shall be responsible for the prompt and sanitary disposal of the pet's waste. Dogs used during legal hunting shall be exempt from the leash or caged requirement.
- r. The County shall not, and shall not allow others, to farm the Property or any part of the Property.
- s. The County shall comply with New Jersey Department of Environmental Protection Policy Directive 2004-02 regarding invasive nonindigenous plant species. A copy of Directive 2004-02 is attached as Schedule C.
- t. The County shall, at its own cost and expense, be responsible for security on the Property against burglary, fire, loss and trespass.
- u. The County shall immediately report any incidents to the Department including, but not limited to, any injury, accident, theft or damage on the Property by calling 1-877-WARN-DEP
- v. The County shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., and 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the bidder must comply with the federal requirements. The County warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this Agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act.
- w. The County shall obtain and maintain all necessary licenses, permits and approvals for any activities conducted under this Agreement.

- x. The County shall ensure that the following prohibited activities do not occur on the Property:
 - i. Subdivision or conveyance of property rights or easements to any third party;
 - ii. Construction or placement, either above ground or below ground, of buildings, road, infrastructure, improvements or structures or billboards;
 - iii. Commercial recreation uses and/or concessions;
 - iv. Use of off-road vehicles (ORVs) except where specifically authorized by the Department for use by The County to meet its obligations under this Agreement. ORVs are defined as any motorized vehicle with two or more wheels or tracks that is capable of being operated off regularly improved and maintained roads, including pickup trucks, sport utility vehicles, motor cycles, dirt bikes, all-terrain vehicles and snowmobiles. These include all vehicles that are licensed, registered, insured and/or inspected as required to legally operate on any road or highway of the State designated for vehicle traffic (Class I ORVs), and any motor vehicle lacking one or more of the criteria needed for operation on any road or highway designated for vehicle traffic (Class II ORVs). Class I ORVs may legally operate on all roads designated for public use that cross lands owned by the State. Class II ORVS may be operated on public lands only with a special permit or on private property with the permission of the landowner); and
 - v. The sale, removal or destruction of "timber" except for the removal or destruction of timber as part of a Department approved forestry management plan. Timber means trees sold, removed or destroyed for commercial, non-ecological purposes.
- y. The County may subcontract out certain management activities as outlined in the most recent Management Plan approved by the Department in compliance with all applicable bidding and/or procurement requirements, including but not limited to, the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.

4. **INTERIM MANAGEMENT PLAN:** Unless and until superseded by the provisions of a Final Management Plan developed and approved in accordance with Paragraph 5

of this Agreement, the Parties agree that the County shall implement the following Interim Management Plan:

- a. The County shall conduct the following activities on the Property in the timeframes set forth herein:
 - i. The mission of the Department State Park is to protect, preserve and enhance the natural communities, and the Mantua Creek and its tributaries while providing appropriate passive recreational opportunities;
 - ii. The property will be managed by Gloucester County. At closing the property will be posted and signage will be provided by the State Park Service.
 - iii. The State Park Service Rules and Regulations shall constitute the rules of the Department State Park.
 - iv. The property will be open to the public for passive recreational use only (walking, hiking, bird watching, etc.) as outlined in the Interim Management Plan.
5. **FINAL MANAGEMENT PLAN:** The County shall submit a Final Management Plan to the Department for approval within one (1) calendar year from the date of this Agreement.
- a. The Final Management Plan shall include but not be limited to, the following:
 - i. A statement of the goals and objectives and proposals for the improvement, maintenance, policing and operation of the Property, including the stewardship of the natural, historic and cultural resources of the Property;
 - ii. A description and implementation schedule for initiation and completion of the goals, objective and proposals set forth;
 - iii. A description of the educational, cultural, recreational and interpretive programs, projects and activities to be developed and offered to the public;
 - iv. A statement of financial management and internal controls systems established to meet the terms and conditions of this Agreement;

- v. Any modifications to the provisions of the Interim Management Plan;
and
 - vi. An adoption of the remaining unmodified provisions of the Interim Management Plan and this Agreement.
- b. Prior to the development of a Final Management Plan, the Department and County shall develop a natural resource inventory of the Property.
 - c. The Department shall approve the Final Management Plan within thirty (30) days of receipt of all information required by this Agreement or as requested by the Department. The Department's failure to respond within the time set forth in this Agreement shall not constitute approval of the Final Management Plan.
 - d. Upon approval, the Final Management Plan shall be incorporated by reference into this Agreement as Schedule D.
 - e. The County shall not modify or deviate from the terms of the Final Management Plan without prior written approval by the Department.
 - f. The Final Management Plan may be amended but shall not be acted upon without the written approval of the Department.
 - g. In the event of a conflict between the Final Management Plan and this Agreement, the terms of this Agreement shall control.
 - h. The State and County agree to meet at least once every twelve (12) months to review operations and potential programs under the most recent approved Final Management Plan and Annual Reporting documents. The County may, at its discretion, invite Mantua Township and South Jersey Land & Water Trust to this annual meeting.

6. THE DEPARTMENT.

- a. The Department retains all rights of ownership to the Property and may enter upon the Property to use, inspect and/or undertake any and all activities on the Property as determined in the Department's sole discretion.

- b. Any approval from the the Department required prior to the County taking action under this Agreement shall not unreasonably withheld. The Department shall make every attempt to provide its approval within ninety (90) days of the date the County has provided all of the information requested by the Department.

7. **INSURANCE.** At all times during the term of this Agreement, the County shall, at its sole cost and expense, obtain and maintain the following insurance coverage, naming the State of New Jersey as an additional insured, in the types and in the amount provided herein:

- a. Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000) Dollars per occurrence as a combined single limit for bodily injury and property damage liability;
- b. Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on structures, if any, on the Property and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Seller and located in or on the Property. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Seller using whatever procedures Seller considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Purchaser in connection with any loss or damage covered by the policy; and
- c. Worker's Compensation, if applicable, in compliance with the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000) Dollars occupational disease.
- d. Comprehensive Automobile Liability to cover bodily injury and property damage with limits of not less than \$1,000,000 per person or per occurrence for all vehicles used by the County on the Property. Coverage must include

hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State of New Jersey if hazardous materials or waste will be transported during the performance of work.

- e. A copy of all certificates of insurance required by this Agreement shall be provided to the Department within thirty days of the date of this Agreement.
- f. The County shall require the same types of insurance coverage in the same amounts for any and all subcontractors and shall provide proof of same to the Department within thirty (30) days of the execution of a subcontractor agreement. The Department shall be named as additional insured by any subcontractor.
- g. Failure of the County to obtain and maintain insurance of the types and amounts listed above shall be cause for immediate termination of this Agreement.

8. **REGULATORY COMPLIANCE.** The County shall manage the Property in compliance with all laws, orders and regulations of each governmental department, commission, board or agency having jurisdiction over the Property, in effect on or after the date of this Agreement, whether or not expressly referenced herein.

Nothing in this Agreement shall be construed as a waiver by the Department of its right to enforce the laws and/or regulations of the State of New Jersey with regard to the Property.

9. **ANNUAL REPORTING.** On or before the first day of October of each year during the term of this Agreement, the County shall furnish to the Department a summary of management activities at the Property to date. The County shall provide copies of all documents, if any, relating to the Property.
10. **POSTING.** The State and County hereto agree to erect and maintain a permanent sign on the Property identifying the Department as the owner and the County as the manager of the Property. The language and layout of such sign shall be developed by the Department in consultation with the County. The Department's State Park Service Code regulations will be posted by the State and County on the Property in coordination with the posting of signage and the boundaries of the Property.
11. **ASSIGNMENT.** This Agreement may not be assigned by the County.

12. **INDEMNIFICATION.** To the fullest extent allowable by law, the County assumes all risks and liabilities arising out of shall, for itself, its successors, and assigns, hold harmless, indemnify, defend and release the State of New Jersey, the Department and their members, directors, officers, employees, agents, and contractors, successors and assigns from and against all suits, causes of action, demands, liabilities, penalties, costs, losses, damages, judgments, expenses or claims, including, without limitation, reasonable attorney's fees, in any form, arising from or in any way connected with the County's performance, attempted performance or failure to perform in connection with this Agreement or other activities at the Property including, but not limited to, any injury to or the death of any person or any damage to any property resulting from any act, omission condition or other matter related to the Property or this Agreement, regardless of cause, unless due to the negligence of any of the indemnified parties, including, but not limited to:

Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Property, or in any manner growing out of or connected with the use, nonuse, condition, or management of the Property;

Violation of any agreement or condition of this Agreement by the County, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the County;

Violation by the County of any contracts, agreements, or restrictions of record concerning the Property or any federal, State, or local law, ordinance, or regulation affecting the Property and/or the County's use and management thereof; or

Any act, error or omission by the County, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the County in the performance of this Agreement.

The Department and The County shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against the Department, the County, or any of their agents, servants, or employees, it shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.

The County's liability pursuant to this paragraph shall continue after the termination or expiration of this Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of the County under this Agreement that survive such termination or expiration.

This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Agreement.

The provisions of this indemnification clause shall in no way limit the obligations assumed by the County under this Agreement, nor shall they be construed to relieve the County from any liability or to preclude the Department from taking any other actions available to it under any provisions of this Agreement or at law or in equity.

All claims asserted against the Department by the County shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The County's agreement to hold harmless and indemnify the Department shall not affect the statutory protections available to it under the Landowner's Liability Act, N.J.S.A. 2A:42A-2, et seq. Nothing in this Agreement shall be construed as a waiver by the Department of any warranty, express or implied, or of any remedy at law or in equity.

13. **HAZARDOUS SUBSTANCES.** The County shall not generate, store or dispose of any hazardous materials or oil, including, without limitation, any materials which are toxic, explosive, corrosive, flammable, or otherwise hazardous to health on the Property. The County, or any of the County's subcontractors, may use such hazardous substances as necessary to maintain the Property and with the Department's written approval.
14. **TERMINATION.** Each party shall have the right to terminate this Agreement upon ninety (90) days written notice served upon the other Party by Certified Mail, Return Receipt Requested.
15. **NOTICE.** All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a Party has been notified of a change of address:

To County:
Director
Gloucester County Parks Department
Gloucester County Office of Land Preservation

1200 North Delsea Drive
Clayton, NJ 08312

To Department:
Director
State Park Service
New Jersey Dept. of Environmental Protection
Mail Code 501-04
P.O. Box 420
Trenton, NJ 08625-0420

Acting Director
Office of Leases and Concessions
New Jersey Department of Environmental Protection
Mail Code 501-04C
P.O. Box 420
Trenton, NJ 08625-0420

16. **BINDING EFFECT.** All of the terms, conditions, and covenants to be observed and performed by the Parties shall be applicable to and binding upon their several successors.
17. **SEVERABILITY/WAIVER.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should one or more covenants or conditions be waived by either Party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving Party to or of any subsequent similar act by the other Party.
18. **CHOICE OF LAW.** This Operating Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.
19. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter.

20. **AMENDMENTS AND MODIFICATIONS.** This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein.
21. **NOT A PARTNERSHIP.** This Agreement is not intended to create, and shall not be construed as creating, a legal form of partnership between the Parties to the Agreement.
22. **AUTHORITY.** By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

IN WITNESS WHEREOF, the Parties to this Agreement have subscribed their names hereto on the day and year above first written.

STATE OF NEW JERSEY
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Rich Boornazian,
Assistant Commissioner for
Natural and Historic Resources

COUNTY OF GLOUCESTER

By: _____
Robert M. Damminger
Freeholder Director

Approved as to Form by:
John J. Hoffman
Acting Attorney General
State of New Jersey

Sean Moriarty
Deputy Attorney General

Schedule A – Metes and Bounds Description, Reduced Survey

Schedule B – County Enabling Resolution

Schedule C – NJDEP's Invasive Non-Indigenous Plant Species information

Schedule D-Management Plan

Schedule A – Metes and Bounds Description, Reduced Survey

Schedule B – County Enabling Resolution

Schedule C– NJDEP’s Invasive Non-Indigenous Plant Species information

Schedule D-Management Plan

Scheuer A



ENVIRONMENTAL RESOLUTIONS, INC.
ENGINEERS • PLANNERS • SURVEYORS • SCIENTISTS
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William H. Kirchner, PE, CME, N-2, VP

Rakesh R. Darji, PE, PP, CME, CFM
Joseph R. Hirsch, PE, CME, CPWM
Joseph P. Orsino, CET
Marc H. Selover, LSRP, PG

Stacey Arcari, PE, PP, CME, PTOE
G. Jeffrey Hanson, PE, CME
Timothy Kaluhickalani, LLA, PP, CPSI
Matthew V. Litvinas, PE, CME
C. Jeremy Noll, PE, CME
John L. Scott, Jr., PLS
Charles L. Walton, PE, LS, PP
Benjamin R. Weller, PE, CME, CPWN, S-3, C-3
Harry R. Fox, CPSI
Paul R. Henry, S-2, C-2, W-2, T-2
John T. Potts, W-2, T-2

Deed Description

Green Acres Survey Ref. # SA-2009-18
Lands of Maple Ridge GIGB, LLC
Project No. 6457
ERI Project 30750-21K

April 08, 2015

Block 400, Lot 3
Block 173, Lot 4

Township of Deptford
Township of Mantua
Gloucester County

ALL THAT CERTAIN tract or parcel of land located on Bark Bridge Road in the Township of Deptford, County of Gloucester, State of New Jersey, bounded and described as follows:

BEGINNING at a point in the centerline of Bark Bridge Road, (49.50 feet wide), where intersected by the extended Easterly line of Block 400, Lot 11, lands now or formerly of George and Henrietta Hutchinson, having New Jersey State Plane Coordinates (NJSPCS NAD 83) of N346,084.5518, E311,642.6365; and continuing thence

(1) Along said centerline of Bark Bridge Road, South 71 Degrees 11 Minutes 17 Seconds East, a distance of 1,220.38 feet to a point in the centerline of Bark Bridge Road, said point being the intersection of the centerline of Bark Bridge Road and the extended Northerly line of Lot 3.01, Block 400; thence

(2) Along said extended Northerly line of Lot 3.01, Block 400, South 60 Degrees 47 Minutes 26 Seconds West, passing over a set concrete monument #2 at a distance of 40.36 feet, a distance of 260.58 feet to a point in the Westerly line of Lot 3.01, Block 400, said point being marked by a set iron pin with cap #3; thence

(3) Along said Westerly line of Lot 3.01, Block 400, South 12 Degrees 32 Minutes 08 Seconds East, passing over a set iron pin with cap (#4) at a distance of 335.23

feet, a total distance of 368.74 feet to a point in the Westerly line of Lot 16, Block 400, lands now or formerly of Harry and Dianna Rannels; thence

(4) Along said Westerly line of Lot 16, Block 400, South 41 Degrees 08 Minutes 08 Seconds West, passing over a set iron pin with cap (#5), a total distance of 116.78 feet to a point, said point being near a found concrete monument; thence

(5) Along the same, South 16 Degrees 22 Minutes 06 Seconds West, a distance of 131.79 feet to a point, said point being near a found concrete monument; thence

(6) Still along the same, South 44 Degrees 46 Minutes 20 Seconds East, distance of 163.31 feet to a point in the Southerly line of Lot 16, Block 400, said point being near a found concrete monument; thence

(7) Along said Southerly line of Lot 16, Block 400, North 74 Degrees 24 Minutes 54 Seconds East, a distance of 132.65 feet to a point, said point being marked by a set iron pin with cap #9; thence

(8) Along the same, North 38 Degrees 25 Minutes 22 Seconds East, passing through a point in the Westerly Right-of-Way line of Woodbury-Glassboro Road (County Route #553) (66 feet wide) at a distance of 192.06 feet, being marked by a set iron pin with cap #10, a total distance of 206.22 feet to a point in the centerline of Woodbury-Glassboro Road, thence

(9) Along said centerline of Woodbury-Glassboro Road, South 12 Degrees 32 Minutes 09 Seconds East, a distance of 196.75 feet to a point in the centerline of Woodbury-Glassboro Road where intersected by the extended Westerly line of Lot 2, Block 400, lands now or formerly of Brian and Jennifer Lindsey (deed book 2960, page 328); thence

(10) Along said Westerly line of Lot 2 Block 400, South 38 Degrees 55 Minutes 31 Seconds West, a distance of 693.69 feet to a point, said point being marked by a found concrete monument; thence

(11) Along the same, South 05 Degree 46 Minutes 32 Seconds West, a distance of 179.97 feet to a point, said point being near a found iron pin; thence

(12) Still along the same, South 16 Degrees 43 Minutes 58 Seconds East, crossing the Deptford Township boundary line at a distance of 370.55 feet into the Township of Mantua and becoming Lot 4, Block 173, a total distance of 372.81 feet to a point (#14) in the Southerly line of Lot 2, Block 400; thence

(13) Along said Southerly line of Lot 2, Block 173, South 86 Degrees 53 Minutes 16 Seconds East, a distance of 389.19 feet to a point in the Westerly line of Lot 1, Block 400, thence

(14) Along the said Westerly line of Lot 1, Block 400, South 06 Degrees 11 Minutes 24 Seconds West, a distance of 145.20 feet to a point; thence

(15) Along the same, South 68 Degrees 26 Minutes 23 Seconds West, a distance of 47.07 feet to a point in the Westerly line of Lot 2, Block 195, said point being near a found iron pin; thence

(16) Along the same, South 08 Degrees 43 Minutes 39 Seconds East, a distance of 138.59 feet to a point, said point being near a found iron pin; thence

(17) Still along the same, South 02 Degrees 53 Minutes 24 Seconds West, a distance of 197.76 feet to a point, said point being near a found iron pin; thence

(18) Still along the same, South 05 Degrees 55 Minutes 14 Seconds East, a distance of 169.44 feet to a point, said point being near a found iron pin; thence

(19) Still along the same, South 47 Degrees 34 Minutes 13 Seconds East, a distance of 86.33 feet to a point, said point being near a found iron pin; thence

(20) Still along the same, North 62 Degrees 28 Minutes 01 Seconds East, a distance of 27.94 feet to a point, said point being near a found iron pin; thence

(21) Still along the same, South 35 Degrees 25 Minutes 39 Seconds East, a distance of 96.60 feet to a point, said point being near a found iron pin; thence

(22) Still along the same, South 52 Degrees 38 Minutes 57 Seconds East, a distance of 90.66 feet to a point (#24) in the Northerly line of Lot 1.02, Block 195, lands now or formerly of Edward Prickett; thence

(23) Along said Northerly line of Lot 1.02, Block 195, North 81 Degree 58 Minutes 12 Seconds West, passing over a set iron pin with cap (#24A), set for an offset at a distance of 150.00 feet, a total distance of 883.25 feet to a point, said point being marked by a set iron pin with cap (#25); thence

(24) Along the Northerly line of Lot 1, Block 195, lands now or formerly of Prickett Grantor Trust, North 84 Degrees 48 Minutes 47 Seconds West, a distance of 676.73 feet to a point, said point being marked by a set iron pin with cap (#26); thence

(25) Still along the same, North 84 Degrees 58 Minutes 57 Seconds West, a distance of 645.58 feet to a point, said point being near a found concrete monument; thence

(26) Still along the same, North 44 Degrees 56 Minutes 50 Seconds West, a distance of 240.03 feet to a point in the Easterly line of Lot 2, Block 175, lands now or formerly of Jared and Mary Fitzgerald, said point being marked by a found concrete monument; thence

(27) Along said Easterly line of Lot 2, Block 175, North 45 Degrees 31 Minutes 10 Seconds East, a distance of 270.63 feet to a point in the Northerly line of Lot 2, Block 175, said point being marked by a set iron pin with cap (#29), having New Jersey State Plane Coordinates (NJSPCS NAD 83) of N343,571.9322, E311,036.0217; thence

(28) Along the Northerly line of Lot 2, Block 175, North 44 Degrees 27 Minutes 41 Seconds West, passing over the end of Bergen Avenue (50 feet wide) and along the Northerly line of Lot 7, Block 176, lands now or formerly of Atlantic City Electric, a distance of 982.02 feet to a point in the Easterly Right-of-Way line of Somerset Avenue (50 feet wide), said point being near a found concrete monument; thence

(29) Along the Easterly Right-of-Way line of Somerset Avenue, North 45 Degrees 32 Minutes 19 Seconds East, a distance of 175.00 feet to a point in the Southerly line of Lot 6, Block 173, lands now or formerly of Fiore and Donna Caporale, said point being near a found concrete monument; thence

(30) Along the Southerly line of Lot 6, Block 173, South 44 Degrees 27 Minutes 41 Seconds East, a distance of 224.66 feet to a point in the Easterly line of Lot 6, Block 173, said point being near a found concrete monument; thence

(31) Along the Easterly line of Lots 6, 5.01 and 3, Block 173, North 45 Degrees 31 Minutes 47 Seconds East, a distance of 286.77 feet to a point in the Easterly line of Lot 3, Block 173, lands now or formerly of Robert Contarino, said point being near a found iron pin; thence

(32) Along the Easterly line of Block 173, Lot 3, North 18 Degrees 02 Minutes 45 Seconds East, a distance of 143.18 feet to a point, said point being near a found iron pin; thence

(33) Still along the same, North 05 Degrees 17 Minutes 51 Seconds East, a distance of 147.39 feet to a point, said point being near a found iron pin; thence

(34) Still along the same, North 51 Degrees 56 Minutes 09 Seconds East, a distance of 99.10 feet to a point, said point being near a found iron pin; thence

(35) Still along the same, North 52 Degrees 49 Minutes 50 Seconds East, passing over the Mantua Township boundary line into the Township of Deptford, a distance of 25.87 feet, a total distance of 284.84 feet to a point in the Southerly line of Lot 11, Block 400, lands now or formerly of George and Henrietta Hutchinson, said point being near a found iron pin; thence

(36) Along said Southerly line of Lot 11, Block 400, South 15 Degrees 47 Minutes 20 Seconds East, a distance of 89.94 feet to a point in the Easterly line of Lot 11, Block 400, said point being near a found concrete monument; thence

(37) Along said Easterly line of Lot 11, Block 400, North 19 Degrees 00 Minutes 54 Seconds East, a distance of 1,289.43 feet to the POINT AND PLACE OF BEGINNING.

Containing within said bounds 4,780,803.18 Sq. Ft. (109.752 acres)

Excepting there out and there from Green Acres encumbrance the following six (6) tracts:

Tract #1

ALL THAT CERTAIN tract or parcel of land located on Bark Bridge Road in the Township of Deptford, County of Gloucester, State of New Jersey, being in the existing right-of-way of Bark Bridge Road, bounded and described as follows:

BEGINNING at a point in the centerline of Bark Bridge Road, where intersected by the extended Easterly line of Block 400, Lot 11, and continuing thence

(1) Along said centerline of Bark Bridge Road, South 71 Degrees 11 Minutes 17 Seconds East, a distance of 1,220.38 feet to a point in the centerline of Bark Bridge Road, said point being the intersection of the centerline of Bark Bridge Road and the extended Northerly line of Lot 3.01, Block 400; thence

(2) Along said extended Northerly line of Lot 3.01, Block 400, South 60 Degrees 47 Minutes 26 Seconds West, a distance of 28.88 feet to a point in the existing westerly right-of-way line of Woodbury Glassboro Road (C.R. #553); thence

(3) Along the existing westerly right-of-way line of Woodbury - Glassboro Road North 12 Degrees 32 Minutes 09 Seconds West, a distance of 5.81 feet to a point at the intersection of said right-of-way line with the southerly right-of-way line of Bark Bridge Road; thence

(4) Along the southerly right-of-way line of Bark Bridge Road North 71 Degrees 11 Minutes 17 Seconds West, a distance of 1,198.10 feet to a point in the easterly line of Block 400, Lot 11; thence

(5) Along the easterly line of Block 400, Lot 11 North 19 Degrees 00 Minutes 55 Seconds East, a distance of 16.50 feet to the point and place of BEGINNING.

Containing within said bounds 20,033.34 Sq. Ft. (0.460 Acres)

Tract #2

ALL THAT CERTAIN tract or parcel of land located on Bark Bridge Road in the Township of Deptford, County of Gloucester, State of New Jersey, being the future right-of-way of Bark Bridge Road, bounded and described as follows:

BEGINNING at a point in the southerly right-of-way line of Bark Bridge Road, 16.50 feet southerly from centerline thereof, where intersected by the Easterly line of Block 400, Lot 11, and continuing thence

(1) Along the southerly right-of-way line of Bark Bridge Road, South 71 Degrees 11 Minutes 17 Seconds East, a distance of 1,173.78 feet to a point in same at the intersection of said right-of-way line with the westerly line of an existing county right-of-way easement; thence

(2) Along the westerly line of said county right-of-way easement, South 18 Degrees 48 Minutes 43 Seconds West, a distance of 13.50 feet to a point, said point being marked by a set concrete monument (#1A); thence

(3) Continuing through Block 400, Lot 3, 13.50 feet from centerline thereto and parallel to the existing southerly right-of-way line of Bark Bridge Road, North 71 Degrees 11 Minutes 17 Seconds West, a distance of 1,173.82 feet to a point in the easterly line of Block 400, Lot 11, said point being marked by a set concrete monument (#1); thence

(4) Along the easterly line of Block 44, Lot 11, North 19 Degrees 00 Minutes 54 Seconds East, a distance of 13.50 feet to the point and place of BEGINNING.

Containing within said bounds 15,845.89 Sq. Ft. (0.364 Acres)

Tract #3

ALL THAT CERTAIN tract or parcel of land located on Block 400, Lot 3 in the Township of Deptford, County of Gloucester, State of New Jersey, being affected by a physical encroachment by Block 400, Lot 16, bounded and described as follows:

BEGINNING at a point in the westerly line of Block 400, Lot 3.01, said point being marked by a set iron pin with cap (#4) and being the following courses and distances from the aforementioned point of beginning:

(a) Along said centerline of Bark Bridge Road, South 71 Degrees 11 Minutes 17 Seconds East, a distance of 1,220.38 feet to a point in the centerline of Bark Bridge Road, said point being the intersection of the centerline of Bark Bridge Road and the extended Northerly line of Lot 3.01, Block 400; thence

(b) Along said extended Northerly line of Lot 3.01, Block 400, South 60 Degrees 47 Minutes 26 Seconds West, passing over a set concrete monument #2 at a distance of 45.65 feet, a total distance of 260.58 feet to a point in the Westerly line of Lot 3.01, Block 400, said point being marked by a set iron pin with cap #3; thence

(c) Along said Westerly line of Lot 3.01, Block 400, South 12 Degrees 32 Minutes 08 Seconds East, a distance of 335.23 feet to the point and place of Beginning; and continuing thence:

(1) Along the same, South 12 Degrees 32 Minutes 08 Seconds East, a distance of 33.51 feet to a point in the Westerly line of Block 400, Lot 16; thence

(2) Along the Westerly line of Block 400, Lot 16, South 41 Degrees 08 Minutes 08 Seconds West, a distance of 52.87 feet to a point in same and in the line of Lot 3, Block 400, said point being marked by a set iron pin with cap (#5); thence

(3) Continuing through Block 400, Lot 3, North 20 Degrees 46 Minutes 05 Seconds East, a distance of 77.57 feet to the point and place of BEGINNING.

Containing within said bounds 713.70 Sq. Ft. (0.016 Acres)

Tract #4

ALL THAT CERTAIN tract or parcel of land located on Woodbury - Glassboro Road (County Route #553) in the Township of Deptford, County of Gloucester, State of New Jersey, being in the existing right-of-way of Woodbury - Glassboro Road, bounded and described as follows:

BEGINNING at a point in the centerline of Woodbury - Glassboro Road where intersected by the extended Southeasterly line of Block 400, Lot 16, and continuing thence

(1) Along said centerline, South 12 Degrees 32 Minutes 09 Seconds East, a distance of 196.75 feet to a point in same where intersected by the extended Northwesterly line of Block 400, Lot 2; thence

(2) Along the Northwesterly line of Block 400, Lot 2, South 38 Degrees 55 Minutes 31 Seconds West, a distance of 42.19 feet to a point in the Westerly right-of-way line of Woodbury - Glassboro Road where intersected by the Northwesterly line of Block 400, Lot 2, said point being near an iron pin found; thence

(3) Along the Westerly right-of-way line of Woodbury - Glassboro Road, North 12 Degrees 32 Minutes 09 Seconds West, a distance of 196.27 feet to a point in same, where intersected by the Southeasterly line of Block 400, Lot 16; thence

(4) Along the extended Southeasterly line of Block 400, Lot 16, North 38 Degrees 25 Minutes 22 Seconds East, a distance of 42.49 feet to the point and place of BEGINNING.

Containing within said bounds 6,484.77 Sq. Ft. (0.149 Acres)

Tract #5

ALL THAT CERTAIN tract or parcel of land located on Woodbury - Glassboro Road (County Route #553) in the Township of Deptford, County of Gloucester, State of New Jersey, being in the existing right-of-way easement of Woodbury - Glassboro Road, bounded and described as follows:

BEGINNING at a point in the Westerly right-of-way line of Woodbury - Glassboro Road, 33.00 feet southwestly from centerline thereof, where intersected by the Southeasterly line of Block 400, Lot 16, and continuing thence

(1) Along said right-of-way line South 12 Degrees 32 Minutes 09 Seconds East, a distance of 196.27 feet to a point in same where intersected by the Northwesterly line of Block 400, Lot 2, said point being near an iron pin found; thence

SCHEDULE A

Green Acres Survey Ref. # SA-2009-18
Maple Ridge GIBG, LLC
ERI Project 30750-21K
Block 400, Lot 3, Township of Deptford
Block 173, Lot 4, Township of Mantua
Gloucester County
Page 9 of 10

(2) Along the Northwesterly line of Block 400, Lot 2, South 38 Degrees 55 Minutes 31 Seconds West, a distance of 14.06 feet to a point in same, said point being marked by a set iron pin with cap (#11); thence

(3) Continuing through Block 400, Lot 3, and running parallel to the aforementioned right-of-way line, North 12 Degrees 32 Minutes 09 Seconds West, a distance of 196.11 feet to a point in the Southeasterly line of Block 400, Lot 16, said point being marked by a set iron pin with cap (#10); thence

(4) Along the same, North 38 Degrees 25 Minutes 22 Seconds East, a distance of 14.16 feet to the point and place of BEGINNING.

Containing within said bounds 2,158.10 Sq. Ft. (0.050 Acres)

Tract #6

ALL THAT CERTAIN tract or parcel of land located on Woodbury - Glassboro Road (County Route #553) in the Township of Deptford, County of Gloucester, State of New Jersey, being in the existing right-of-way easement of Woodbury - Glassboro Road, bounded and described as follows:

BEGINNING at a point in the Westerly right-of-way line of Woodbury - Glassboro Road, 33.00 feet southwestly from centerline thereof, where intersected by the Southerly right-of-way line of Bark Bridge Road, 16.50 feet southerly from centerline thereof, and continuing thence

(1) Along the Westerly right-of-way line of Woodbury - Glassboro, South 12 Degrees 32 Minutes 09 Seconds East, a distance of 5.81 feet to a point in same, where intersected by the Northwesterly line of Block 400, Lot 3.01; thence

(2) Along the extended Northwesterly line of Block 400, Lot 3.01, South 60 Degrees 47 Minute 26 Seconds West, a distance of 16.77 feet to a point in same along a curve, said point being marked by a set concrete monument (#2); thence

(3) Along said curve, curving to the left, having a Radius of 35.00 feet with an Arc Length of 16.76 feet and having a Chord Bearing of North 57 Degrees 28 Minutes 13 Seconds West with a Chord Length of 16.60 feet, and a Delta Angle of 27 Degrees 25 Minutes 23 Seconds, to a point, said point being marked by a set concrete monument (#1A); thence

(4) North 18 Degrees 48 Minutes 43 Seconds East, a distance of 13.50 feet to a point in the Southerly right-of-way line of Bark Bridge Road; thence

(5) Along the same, South 71 Degrees 11 Minutes 17 Seconds East, a distance of 24.32 feet to the point and place of BEGINNING.

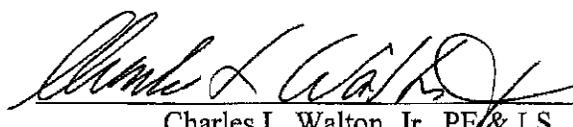
Containing within said bounds 356.50 Sq. Ft. (0.008 Acres)

Net Green Acres Encumbrance = 108.705 Acres.

Subject to the following Easements:

Ingress & Egress Easement – DB 1151, PG 406
Blanket Atlantic City Electric Easement – DB 429, PG 361
Blanket Atlantic City Electric Easement – DB 651, PG 240
Blanket Atlantic City Electric Easement – DB 958, PG 068
Blanket Atlantic City Electric Easement – DB 1240, PG 754
Blanket Atlantic City Electric Easement – DB 665, PG 426
Atlantic City Electric Easement – DB 654, PG 374
Atlantic City Electric Easement – DB 1114, PG 706
Sanitary Sewer Easement – DB 1244, PG 906

The above description was written pursuant to a survey of property designated as Block 400, Lot 3 (a.k.a. Lots 3, 10 & 18) on the Municipal Tax Map of the Township of Deptford, Block 173, Lot 4 on the Municipal Tax Map of the Township of Mantua, County of Gloucester, State of New Jersey. Said survey was prepared by Environmental Resolutions, Inc., 525 Fellowship Road, Suite 300, Mt. Laurel NJ, 08054, dated 10/17/14, revised 04/08/15; and is marked as File No. 30750-21K. A reduced copy of said plan is attached hereto and made part hereof


Charles L. Walton, Jr., PE & LS
NJ Professional Engineer & Land Surveyor License
No. 24GB01580000

4/8/15
Date

SCHEDULE B

**RESOLUTION APPROVING \$1,650,000.00 OF COUNTY OPEN SPACE
PRESERVATION TRUST FUNDS TOWARDS THE PURCHASE OF BLOCK 400, LOT
3 IN THE TOWNSHIP OF DEPTFORD AND BLOCK 173, LOT 4 IN THE TOWNSHIP
OF MANTUA**

WHEREAS, the County of Gloucester (hereinafter the "County"), a body politic and corporate of the State of New Jersey, has determined that it would be in the best interests of the County to participate in the purchase of the land known as Block 400, Lot 3 (also known as Lots 3, 10, 18 and 19) on the Official Tax Map of the Township of Deptford, and Block 173, Lot 4, on the Official Tax Map of the Township of Mantua, (hereinafter collectively the "Property") using Open Space Preservation Funds; and

WHEREAS, Maple Ridge GIBG, LLC (hereinafter "GIBG"), who holds title to the Property previously made application to the New Jersey Green Acres Program (hereinafter "Green Acres") seeking to have Green Acres purchase the Property, and preserve it permanently as open space; and

WHEREAS, GIBG has indicated a willingness to execute a conditional Agreement of Sale in the amount of \$3,233,500.00 (Three Million Two Hundred Thirty Three Thousand Five Hundred Dollars and Zero Cents) to convey the Property to Green Acres the County, the Township of Mantua, and the South Jersey Land Trust, so that it may be preserved as open space; and

WHEREAS, the acquisition of the Property will be funded amongst the following parties:

1. The State of New Jersey/Green Acres Program shall contribute \$983,500.00 (Nine Hundred Eighty Three Thousand Five Hundred Dollars) in State monies towards the purchase price;
2. The County of Gloucester shall contribute \$1,650,000.00 (One Million Six Hundred Fifty Thousand Dollars) in County open space preservation fund monies towards the purchase price (The County will be eligible for a matching grant in the amount of \$825,000.00 towards its cost-share contribution from Green Acres);
3. The Township of Mantua shall contribute \$250,000.00 (Two Hundred Fifty Thousand Dollars) in local open space trust fund monies towards the purchase price (The Township will obtain a matching grant in the amount of \$50,000.00 towards its cost-share contribution from Green Acres);
4. The South Jersey Land Trust shall contribute \$350,000.00 (Three Hundred Fifty Dollars) in open space preservation fund monies towards the purchase price (The Trust will be eligible for a matching grant in the amount of \$175,000.00 towards its cost-share contribution from Green Acres); and

WHEREAS, once settlement has occurred all interested parties will deed any respective interests in the property to the State of New Jersey, Department of Environmental Protection; and

WHEREAS, the Property is approximately 110.47 acres in size and will be utilized as a natural area; and

WHEREAS, the County of Gloucester will enter into a Management Use Agreement with the State of New Jersey/Green Acres Program, and then in turn will sign an agreement with the Township of Mantua, who will be responsible for the maintenance of the property; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$1,650,000.00, pursuant to CAF# 14-05288, which amount shall be charged against County budget line item T-03-08-509-372-20548.

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

1. The County approves the purchase of Property specifically described above, for its part, between the County, Green Acres, the Township of Mantua, the South Jersey Land Trust, and Maple Ridge GIBG, LLC;
2. The Freeholder Director or his designee, the Clerk of the Board, County Counsel and Assistant County Counsel will execute any and all documents authorized by their respective positions that are necessary to complete this transaction, including any documents required for

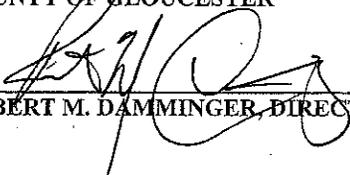
closing.

3. That the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the Agreements authorized by this Resolution, provided that the Agreements in final form are in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, June 25, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER


ROBERT M. DAMMINGER, DIRECTOR

ATTEST:


ROBERT N. DILELLA, CLERK

Schedule "C"

Policy Directive 2004-02

Subject: Invasive Nonindigenous Plant Species

Invasive nonindigenous plant species have been intentionally or accidentally introduced into habitats and geographical areas where they did not evolve and have the ability to reproduce and spread without the natural limits present in their native ecosystems. These natural limits include competition, herbivory, disease and other factors. As a result, invasive species become weeds in both altered environments and natural ecosystems, displacing native flora. Invasive species can alter the structure, composition and function of ecosystems. Tree of heaven, purple loosestrife, and kudzu are well known examples of invasive nonindigenous plants.

Nationwide, invasive nonindigenous species cause billions of dollars in damage annually. Although this problem is national and international in scope, there are practical and inexpensive steps that can be taken to address the issue of introduction of invasive nonindigenous plants on lands administered and managed by the Department of Environmental Protection.

On February 27, 2004 Governor James E. McGreevey signed Executive Order #97 mandating the formation of the New Jersey Invasive Species Council and requiring, among others, the development of a comprehensive New Jersey Invasive Species Management Plan. This policy outlines specific actions the Department can take, consistent with the intent of the Executive Order, to limit any further intentional introduction of specified known invasive nonindigenous plants. In particular, the policy is intended to guide Department employees in planning and implementing planting, landscaping and land management activities on Department lands and waters. *The policy is also intended to guide in the planning and implementation of planting, landscaping and land management activities on lands and waters affected through programs administered by the Department, as appropriate.* By prohibiting the use of these harmful nonindigenous plants, it is the intention of the Department to direct its employees to seek and substitute benign indigenous or native species alternatives for planting and landscaping.

Background

Invasive Nonindigenous Plant Species include plant species that have been intentionally or accidentally introduced into habitats and geographical areas where they did not evolve and have the ability to reproduce and spread without the limits present in their native ecosystems, thereby threatening native biological diversity and/or the integrity of natural ecosystems.

Policy

Invasive nonindigenous plant species, and all parts thereof, including but not limited to seeds, will not be intentionally introduced, released and/or planted within lands and waters administered by the Department. Refer to the attached list of Invasive Nonindigenous Plant Species, which are unsuitable for use in planting, landscaping, habitat restoration and reforestation in New Jersey.

Exceptions

Exceptions to this policy may be granted as determined by the Commissioner. Exceptions may include, but are not limited to, botanical gardens and arboreta, historical landscape plantings, and research.

Implementation

Department land managers will not permit the introduction, release or planting of invasive nonindigenous

plant species or any parts thereof on Department lands and waters. Department employees will provide the attached list of Invasive Nonindigenous Plant Species to all consultants and contractors hired to perform landscape design and other plantings to ensure that listed plant species are not used for any Department properties. Department employees, in the course of their official duties, shall discourage the use of invasive nonindigenous plant species when providing advice or consultation to other government entities, non-profit organizations and private individuals, unless identified as an exemption by the Commissioner. Nothing in this Policy Directive shall be construed to prohibit Department land managers from planning and implementing removal or control of invasive nonindigenous plant species, including the use of biocontrol methods, as appropriate, on the lands or waters within their jurisdiction, pending receipt of all applicable approvals for such action.

Posting

This policy shall be posted at all DEP facilities and made available to the public on the DEP Web site.

► [Appendix to Policy Directive 2004-02 \(Pdf Format\)](#)

Date: October 14, 2004

Bradley M. Campbell
Commissioner

[contact dep](#) | [privacy notice](#) | [legal statement](#)

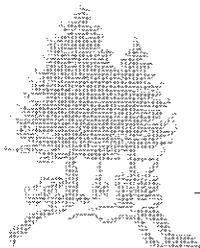


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Department of Environmental Protection
P. O. Box 402
Trenton, NJ 08625-0402

Last Updated: October 14, 2004

Schedule D



INTERIM MANAGEMENT PLAN

Tall Pines State Preserve

Draft

Draft – October 31, 2013

Tall Pines Preserve

Background

The Tall Pine State Preserve is an 110 acre tract of land dominated by mixed forests, freshwater wetlands, and open fields. Located within the Delaware River Watershed, a stream, a tributary to the Mantua Creek, traverses the property. The Preserve is located in both Mantua Township ("Mantua") and Deptford Township ("Deptford") in Gloucester County.

The Tall Pines Preserve is a critical parcel and important link in the Delaware River Watershed. Friends of Maple Ridge helped to acquire this property by bringing to government's attention the need to protect the natural resources of the property for the enjoyment of the public.

The property sits in very close proximity to the woods of Wenonah preservation area. It contains varied topography and beautiful meadows as well as groves of mature conifers and deciduous trees both native and exotic scattered throughout the rolling hills. Mantua Creek, a tributary of the Delaware River flows through the site. Ponds, marshes and wetlands provide a home for abundant and varied wildlife. Deer, fox, raccoon, and opossum along with almost 70 species of birds make their homes or forage at the site. Additionally, white plumaged, red-tailed hawks and bald eagles hunt the site.

Directly adjacent to the Tall Pines State Preserve to the east are the following lands in Deptford: Block 400, Lot 3.01; Block 400, Lot 16; Woodbury-Glassboro Road (County Route 553); Block 400, Lot 2; and the following lands in Mantua: Block 195, Lot 2. To the north the property is bordered by Bark Bridge Road in Deptford. To the west the property is adjacent to the following lands in Deptford: Block 400, Lot 11; Block 400, Lot 4; and the following public lands in Mantua: Block 173, Lot 3; Block 173, Lot 5.01; Block 173, Lot 6; and Somerset Avenue. To the south the property is adjacent to the following lands in Mantua: Block 173, 7; Bergen Avenue; Block 175, Lot 2; Block 195, Lot 1; Block 195, Lot 1.02.

Mission Statement

The mission of the Tall Pines State Preserve is to protect, preserve and enhance the natural communities, and the Mantua Creek and its tributaries while providing for appropriate recreational opportunities.

History of the Preserve

The property first opened as a golf course in the 1950's and was then known as Tall Pines. At the time of its opening, it featured an elegant restaurant and a challenging 18 hole course. In 1963, it was the site of the country's first night golfing location. In 1984, the course was purchased by former NFL quarterback Ron Jaworski and the name was changed to the Eagles Nest. Most recently, it was operated as Maple Ridge Golf Course until the time it was closed in

2006. The current owner IBG Partners initiated plans to construct residential housing units on the property. In response to the developmental plans, a grass roots effort to preserve the property began. Citizens and leaders from Mantua Township, Deptford Township and the Borough of Wenonah as well as the Friends of Maple Ridge united to secure funding from any and all sources in order to preserve the land in perpetuity. Funding was acquired from numerous sources including New Jersey State Green Acres Grants, the South Jersey Land Trust, the Frank Steward Trust Fund and funding raised by the Friends of Maple Ridge.

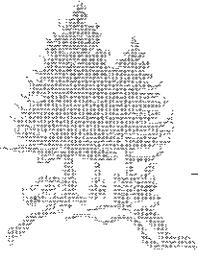
The Tall Pines State Preserve property was offered to the Green Acres program for the fee simple purchase of approximately 110.47 acres in Deptford and Mantua Township, Gloucester County in 2013. The property, formerly owned by the Maple Ridge GIBG was managed as a golf course in the past with plans for a residential subdivision. The offer was circulated within the Department of Environmental Protection and the Division of Parks and Forestry expressed an interest in owning the property with the agreement that the County of Gloucester would assume management responsibility for the property. Mantua and South Jersey Land Trust agreed to be partners in the acquisition under these terms.

The Tall Pines State Preserve was purchased in partnership utilizing the following funding sources:

- Green Acres State Acquisition Funds
- Gloucester County Open Space Tax Funds
- A Green Acres Grant to the County of Gloucester
- A Green Acres Grant to Mantua Township
- A Green Acres Grant to the South Jersey Land Trust
- Frank Steward Trust Fund
- Friends of Maple Ridge Campaign Fund
- A Green Acres Grant to Wenonah (which was transferred to Gloucester County)

Schedule A-1 is the Property survey

Schedule A-2 is a metes and bounds description of the property



DELIVERY STRATEGIES

Tall Timber State Preserve

Administration

In accordance with the Management and Use Agreement signed by the State of New Jersey, and the County of Gloucester on February 2014:

The COUNTY will manage the entire property with the assistance of Mantua Township:

Schedule B is the Enabling Resolutions of the County of Gloucester authorizing this Final Management Plan

Interim Use

At the time of acquisition, part of the property contained walking paths from the old golf course. Use of these pathways may continue for walking, jogging, and other permitted uses as defined in **Future Use - Compatible Recreational Opportunities**.

The County shall not execute any leases, licenses, use agreements, concession agreements and/or permits pertaining to the Property without prior written approval by the Department. Notwithstanding written approval under this Paragraph, leases, licenses, use agreements, concession agreements and/or permits may be subject to procedural requirements at the State level, including but not limited to the approval of the State House Commission under N.J.S.A. 13:1D-51 et seq. Any new agricultural leases must be provided to Green Acres Bureau of Stewardship and the Division of Parks and Forestry prior to execution.

Regulations and Policies

Unless otherwise provided by rule or statute, the State Park Service Rules and Regulations shall constitute the rules of the Park Service and shall govern the use of all applicable State Parks, Forests, Recreational Areas, Historic Sites, Natural Areas, Marinas, Golf Courses and other lands, waters, and facilities under the jurisdiction of the Department of Environmental Protection and assigned to the Division Parks and Forestry. The park's regulations that need to be enforced are:

- 1) Alcoholic beverages are prohibited.
- 2) Swimming is prohibited.
- 3) Motor vehicle regulations are enforced.
- 4) Hunting in designated areas only (as permitted and/or approved by State Park Services).

5) The park will be open from dawn to dusk.

Also:

1) Gates shall be constructed wherever necessary to prevent access to the interior of the area by unauthorized vehicles.

2) A Carry In /Carry Out policy will be in effect.

Future Use - Compatible Recreational Opportunities

Trails

Improvements to the Property shall be limited to multi-use paths. The establishment of trails through out the property may be planned by either or both the County and the Township and presented to the State for written approval. The County and the Township may apply for and obtain funding to construct a paved pedestrian trail from NJDEP Green Acres Trail Grant Program. Grants for trail planning and construction may be initiated.

Cross country skiing, and snowshoeing will be allowed during periods when snow conditions permit. Mountain biking will be permitted on certain trails and will be monitored to determine the environmental impact of the bikes on the trails.

When trails are constructed on the property, the following uses are permitted and not permitted

Permitted

Hiking/Walking
Horseback riding
Cross country skiing
Horse drawn carriage
Fishing
Biking
Jogging
Mountain biking
Snowshoeing
Historical Reenactments

Not permitted

All terrain vehicles
Motorized dirt bikes
Off-road vehicles
Snow mobiles
Playgrounds
Sports Fields (baseball, soccer, etc.)
Amphitheater

1) With the exception of existing paved trails, all trails must be constructed with wood chips or similar natural and permeable materials (not macadam, gravel, paving stones or other impervious or semi-pervious materials).

2) All trails be constructed and maintained with minor rustic boundary markers, trail markers, and other trail-related improvements reasonably necessary to control runoff and prevent trail-related damage (such markers and improvements may include steps, bog bridges, erosion bars and railings, small unlighted informational and interpretive signs, privies, registration boxes, informational kiosks and wildlife observation blinds; provided, however, that they shall be constructed of rustic natural colored materials that blend in with the natural surroundings and complement the natural and scenic features of the landscape); and

3) Barriers and low fences can be installed where necessary to prevent use or access by motor vehicles or to protect fragile natural resources;

Incompatible Recreation Opportunities

The following activities are prohibited on the Property:

1. Subdivision or conveyance of property rights or easements to a third party; Construction or placement, either above ground or below ground, of buildings, road, infrastructure, improvements or structures or billboards (other than those approved under Paragraph E above);
2. Commercial recreation uses and/or concessions;
3. Use of Off Road Vehicles (ORVs), except by persons specifically authorized by the Parties for management purposes. (ORVs are any motorized vehicles with two or more wheels or tracks that are capable of being operated off of regularly improved and maintained roads, including, but not limited to, pickup trucks, sport utility vehicles, motor cycles, dirt bikes, all terrain vehicles and snowmobiles; ORVs are classified as vehicles that are licensed, registered, insured and inspected as required to legally operate on any road or highway of the State designated for vehicle traffic (Class I ORVs) and any motor vehicle lacking one or more of the criteria needed for operation on any road or highway designated for vehicle traffic (Class II ORVs). Class I ORVs may be legally operated on all roads designated for public use that cross lands owned by the State. Class II ORVs may be operated on public lands only with a special permit or on private property with the permission of the landowner;
4. The sale, removal or destruction of "timber". Timber means trees sold, removed or destroyed for commercial, non-ecological purposes. Timber does not include trees harvested or removed solely for the purpose of furthering the management goals or objectives; and
5. Construction of billboards and cellular phone towers, solar panels, windmills, golf courses, airstrips, and helicopter pads are expressly prohibited on the Property

Natural Resource Protection

1. Mantua and the County will comply with the Department's policy Directive No. 2004-02 regarding invasive non-indigenous plant species, a copy of which is attached as Schedule C.
2. The TOWNSHIP and COUNTY shall promote maximum public use of the Property only to the extent and in a manner that will not impair the natural, historic and man-made features of the Property.
3. Any alteration of the Property initiated as new development or any regular re-occurring maintenance or usage that may impact biodiversity or cultural resources on the property shall be subject to the review and written approval of the Department;
4. Vehicular access lanes may be maintained within the Property but may not be enlarged in any manner except upon approval of the Parties;
5. New structures may be undertaken upon written approval of the Department, provided the structures directly or indirectly contribute to the management objective (e.g. informational kiosks, gates, signs, posting);
6. Except as otherwise provided herein, there shall be no introduction, removal or consumptive use of any material, product, or object to or from the Property; prohibited uses include, but are not limited to, permanent and continuous grazing by domestic animals, gathering of plants or parts thereof, mining or quarrying, and dumping, burying or spreading of garbage, trash, biosolids or other materials;
7. Water levels within the Property shall not be altered except to restore water levels which have been altered due to sudden natural phenomena or man-induced conditions on-site or off-site, but routine repairs to existing water control structures may be undertaken;
8. Existing firebreaks within the Property may be maintained for public health and safety purposes; temporary firebreaks made by mowing, raking, plowing or wetting may be used in conjunction with prescribed burning. Prescribed burning, to eliminate safety hazards and to manage habitat, may be conducted upon written approval of a proposal for prescribed burning by the Department; use of vehicles and equipment shall be specified in the proposal for prescribed burning;
9. Habitat manipulation or restoration may be undertaken if preservation of a particular habitat type or species of native flora or fauna is included in the management objective for the Property and upon written approval of the Department of a specific habitat manipulation or restoration plan;

10. Control of invasive species by biological, mechanical, or chemical methods may be performed upon written approval of the Department of an invasive species control plan prepared by the COUNTY and/or TOWNSHIP);
11. The rules of use for the property should specify that all pets shall be kept caged or leashed and under immediate control of the owner. Dogs used while legally hunting shall be exempt from the leashing requirement.

Hunting Issues

Hunting and trapping will not be permitted in the area anywhere on the Preserve unless approved for maintaining the health of the plant community on the property.

Maintenance

The Township of Mantua will provide maintenance functions including mowing and general litter patrol in the preserve. The property will have a "carry in-carry out" trash policy.

Security

Municipal Police and State Park Police will patrol the area and serve as the primary contact for any security issues.

Signs

The State and County will post signs as follows:

Signs posting ownership will be completed by the State.

Parking

Parking for visitors is available within easy walking distance of the Property in the designated parking lot area on the property. Additional parking and access to the site can be proposed by the County and/or Township in the future to the State for review and approval.

Publications

General information on the Tall Pines State Preserve can be made available through each municipalities open space/recreation/park brochures and websites. Information on Maple Ridge State Preserve should include the following:

1. the State Park Service rules and regulations (Schedule D)
2. a general map of Tall Pines State Preserve including parking opportunities
3. general information on any recreational activities

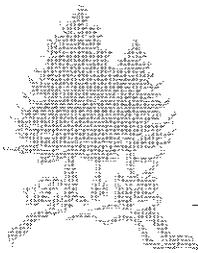
Public Restrooms

Public Restrooms will not be available at the preserve.

Trash and Recycling

Trash and recycling receptacles will not be provided on site. The property will have a “carry in-carry out” trash policy.

Draft



CONTACTS

Tall Pines State Preserve

NJDEP
Division of Parks and Forestry
Southern Region Office

()

County of Gloucester
Parks and Recreation Office

()

In Case of Emergency:

Township of Mantua Police Department
(911)

Township of Deptford Police Department
(911)

Secondary Line
State Park Policing

()

Schedule A-1 is the Property survey

Schedule A-2 is a metes and bounds description of the property

Schedule B is the Enabling Resolutions of the County of Gloucester and Township of Mantua authorizing this Final Management Plan

Schedule C is NJDEP's Invasive Non-Indigenous Plant Species Information

Schedule D is the Park Service Rules and Regulations

F-1

RESOLUTION AWARDING A CONTRACT TO CONSTELLATION/NEW ENERGY FOR CERTAIN ELECTRIC GENERATION SUPPLY SERVICE IN AN AMOUNT NOT TO EXCEED \$750,000.00 PER YEAR, PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, FROM THE JUNE 2015 METER READING TO THE MAY 2017 METER READING

WHEREAS, the County of Gloucester has a need for Electric Generation Supply Service for PSE&G primary accounts, and Atlantic City Electric facility accounts; and

WHEREAS, the South Jersey Power Cooperative requested bids for the supply and delivery of electricity for the South Jersey Power Cooperative and its participating units and sub units; and

WHEREAS, the County of Camden on behalf of the South Jersey Power Cooperative ("SJPC") publicly advertised bids for the purpose of procuring electric energy services; and

WHEREAS, the County of Camden received bids from three vendors and opened publicly advertised bids on April 16, 2015 for Electric Generation Supply Service for the South Jersey Power Cooperative; and

WHEREAS, Constellation/New Energy was the lowest responsible bidder for Electric Generation Service at the rate of: (1) \$.08134 per KWH for PSE&G primary service accounts; and (2) \$.07367 per KWH for Atlantic City Electric facility accounts; and

WHEREAS, the County of Gloucester is a participating unit in the South Jersey Power Cooperative and, accordingly, is entitled to receive the benefits of the cooperative purchasing process; and

WHEREAS, the terms of the Agreement between the County of Gloucester as a participating unit and Constellation/New Energy shall be as set forth in the master agreement between the South Jersey Power Cooperative and Constellation/New Energy; and

WHEREAS, funding for the respective Contracts shall be encumbered at the rate of the above-stated per kilowatt-hour amounts to the limit of the budget appropriation for this purpose in accordance with N.J.A.C. 5:30-5.5(b)(2) and shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2015 permanent budget and the temporary and/or permanent 2016 budgets; and

WHEREAS, the Contract shall be, for the purchase of an estimated quantity of services, at a Contract amount not to exceed \$750,000.00 per year or \$1,500,000.00 for the Contract term. 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. Continuation of the Contract beyond December 31, 2015 is contingent upon approval of the 2016 Gloucester County Budget.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as a participating unit in the South Jersey Power Cooperative, the Contract is hereby awarded for electric generation supply service to Constellation/New Energy in an amount not to exceed \$750,000 per year or \$1,500,000 for the Contract term for PSE&G primary accounts and for Atlantic City Electric facility accounts from the June 2015 meter reading to the May 2017 meter reading period, pursuant to the master Contract negotiated by and between the South Jersey Power Cooperative and Constellation/New Energy.

BE IT FURTHER RESOLVED that the Director of the Board and Clerk of the Board be and are hereby authorized to execute, if necessary, any contract or other document necessary to effectuate the award of this Contract through the South Jersey Power Cooperative.

ADOPTED at a regular meeting, of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

4

**South Jersey Power Co-Operative (SJPC)
Bid Results and Projected Annual Savings**

Bid Date: Thursday, April 16, 2015

TABLE 1: ACCOUNTS IN ATLANTIC CITY ELECTRIC TERRITORY

Bid Pricing Option	Serving Utility	Account Category/Type	Utility Bill Rate Classes	Service Start Month	Approximate # of Accounts	Current Contract Rate	Lowest Responsible Bid Rate, 24-mo. (\$/kwh)	Award Status	Winning Supplier	%	\$ (Annual)	Difference vs. Current Contract Rate (negative number is savings)		Estimated Difference vs. BGS Price to Compare (negative number is savings)	
												2015 Average Price to Compare for SJPC Accounts	%	\$ (Annual)	2015 Average Price to Compare for SJPC Accounts
1	ACE	FP (mostly facilities)	MG5, AG5, DDC	Jun-15	1766	\$ 0.08490	\$ 0.07367	Awarded	CNE	-13.2%	\$ (1,235,300)	\$ 0.10900	-32.4%	\$ (3,886,300)	
2	AGE	FP (outdoor and street lighting)	SPL and CSL	Jun-15	395	\$ 0.05250	\$ 0.05780	Awarded	N/A	10.1%	N/A	\$ 0.05800	N/A	N/A	
3	ACE	CIEP (3 large Primary-service accounts)	AG5-P and MG5-P	Jun-15	3	\$ 0.08270	\$ 0.07951	Awarded	CNE	-3.9%	\$ (60,805)	N/A	N/A	N/A	

TABLE 2: ACCOUNTS IN PSE&G TERRITORY

Bid Pricing Option	Serving Utility	Account Category/Type	Utility Bill Rate Classes	Service Start Month	Approximate # of Accounts	Current Contract Rate	Lowest Responsible Bid Rate, 24-mo. (\$/kwh)	Award Status	Winning Supplier	%	\$ (Annual)	Difference vs. Current Contract Rate (negative number is savings)		Estimated Difference vs. BGS Price to Compare (negative number is savings)	
												2015 Average Price to Compare for SJPC Accounts	%	\$ (Annual)	2015 Average Price to Compare for SJPC Accounts
4	PSE&G	FP (mostly facilities)	GLP/LEP-5	Jun-15	553	\$ 0.09190	\$ 0.10720	Awarded	N/A	16.6%	N/A	\$ 0.09600	N/A	N/A	
5	PSE&G	FP (outdoor and street lighting)	BPL, P5AL	Jun-15	254	\$ 0.05290	\$ 0.06160	Awarded	N/A	16.4%	N/A	\$ 0.05710	N/A	N/A	
6	PSE&G	CIEP (6 Primary accounts, CCMUA & Camden Corrections)	LPL-P, HTS	Jun-15	6	\$ 0.07110	\$ 0.07347	Awarded	SIE	3.3%	\$ 117,332	N/A	N/A	N/A	
7	PSE&G	CIEP (6 Primary accounts, non-CCMUA)	LPL-P	Jun-15	6	\$ 0.07760	\$ 0.08134	Awarded	CNE	4.8%	\$ 87,699	N/A	N/A	N/A	
8	PSE&G	CIEP (options 6 and 7 combined)	LPEP, HTS	Jun-15	12	See above	\$ 0.07620	Awarded	N/A	N/A	N/A	N/A	N/A	N/A	

Notes:

- * Bid Pricing Options #2, 4 and 5 were not awarded because majority of accounts in this category were projected to not save money vs. the Utility's "Price to Compare"; some of these accounts will be re-bid.
- * Bid Pricing Option #8 was not awarded because these accounts were awarded under Pricing Options 6 and 7, respectively.
- * Bid Pricing Option #3 includes the following entities: Camden County College, Rowan College at Gloucester County (GCC) and Gloucester County Vo-Tech.
- * Bid Pricing Option #6 includes the following entities: Camden County Municipal Utilities Authority and Camden County (Corrections).
- * Bid Pricing Option #7 includes the following entities: Camden County, Gloucester County, Camden County College, Gloucester County Utilities Authority.
- * The BGS Price to Compare varies for each individual account; included herein is the calculated, weighted average Price to Compare for all SJPC accounts within each respective pricing category.

F-2

RESOLUTION AMENDING A STATE CONTRACT WITH COMMERCIAL INTERIORS DIRECT, INC., TO INCREASE THE CONTRACT AMOUNT BY \$30,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$105,000.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 25, 2014, authorizing the purchase of labor and materials for the installation of carpeting in various County buildings with Commercial Interiors Direct, Inc., through State Contract #A81755; and

WHEREAS, the total amount of the original contract was for an amount not to exceed \$75,000.00; and

WHEREAS, additional carpeting is needed in various County buildings, particularly at the Division of Social Services building; and

WHEREAS, the amendment shall be for estimated units of service in an amount not to exceed \$30,000.00 resulting in a new contract amount not to exceed \$105,000.00. The contract is therefore open ended and does not obligate the County of Gloucester to make any purchase; and, therefore no Certificate of Availability of Funds is required at this time; and

WHEREAS, all terms and provisions of the original contract that are not amended 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 State Contract #A81755 with Commercial Interiors Direct, Inc., be and is hereby amended to increase the contract by an amount not to exceed \$30,000.00, resulting in a new contract amount not to exceed \$105,000.00 for the period November 25, 2014 to November 24, 2015 for the purchase of labor and materials for the installation of carpeting in various County buildings, particularly the Division of Social Services building; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F-3

**RESOLUTION EXTENDING A CONTRACT WITH CUMBERLAND COUNTY
FOR THE HOUSING OF GLOUCESTER COUNTY INMATES FROM JUNE 1, 2015
TO MAY 31, 2017**

WHEREAS, the County of Gloucester previously awarded a Contract to Cumberland County, 790 E. Commerce Street, Bridgeton, NJ 08302, for the housing of Gloucester County adult inmates; and

WHEREAS, on June 11, 2014, an amendment to the contract with Cumberland County was authorized amending the rate per inmate per day to \$100.00 for the first 100 inmates and \$83.00 per inmate for each inmate in excess of 100 from \$100.00 per inmate per day; and

WHEREAS, the terms of this Agreement provides the County with the option to extend the Contract for one (1) two (2) year period; and

WHEREAS, the Warden of the Department of Correctional Services has recommended that the option to extend this contract be exercised, for the two (2) year period from June 1, 2015 to May 31, 2017; and

WHEREAS, this Contract extension shall be for \$83.00 per inmate per day for a minimum of a 100 inmates; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$1,776,200.00, pursuant to CAF #15-03215, which amount shall be charged against budget line item 5-01-25-280-001-20299. The balance of the contract shall be encumbered upon approval of the 2016 and 2017 Gloucester County Budgets; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that 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 Amendment to the Contract with Cumberland County for the housing of Gloucester County adult inmates for a two year period from June 1, 2015 to May 31, 2017, for \$83.00 per inmate per day, subject to a minimum number of 100 inmates for \$3,029,500.00 per year; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

AMENDMENT TO CONTRACT
by and between the
COUNTY OF GLOUCESTER, NEW JERSEY
and
COUNTY OF CUMBERLAND, NEW JERSEY

F-3

THIS IS AN AMENDMENT to a Direct Service Contract originally entered into on the 1st day of June 2013, wherein the County of Gloucester (hereinafter "Gloucester") agreed to house prisoners and pre-trial detainees at the Cumberland County Jail and the County of Cumberland (hereinafter "Cumberland") agreed to accept such inmates from June 1, 2013 to May 31, 2015.

WHEREAS, the parties desire to amend the Contract to provide that Gloucester will pay \$83.00 per inmate per day, subject to a minimum number of 100 inmates and to extend the contract for a two year period from June 1, 2015 to May 31, 2017; and

WHEREAS, effective July 1, 2015, against amounts paid hereunder, the County of Gloucester shall be entitled to credit in the amount of Twenty-five (25%) percent of the cost of inmate court totaling \$62,352.00; and

WHEREAS, the contract is also amended to provide the County of Gloucester will pay Cumberland a prorated share of the per diem rate if inmate is transferred during a calendar day. The sending and receiving correctional facilities will share a proportionate amount of the per diem rate as determined by the affected correctional facilities. Gloucester shall only be obligated to pay the amount of \$83.00 for each calendar day.

NOW, THEREFORE, in consideration of the mutual promises, and covenants set forth hereafter, it is agreed by and between the County of Gloucester and the County of Cumberland

that the June 1, 2013 contract regarding housing of inmates by Gloucester County at the Cumberland County Jail be and is hereby amended as follows:

D. FEES.

The parties agree that fees paid for housing Gloucester County male inmates in the Cumberland County Jail shall be \$83.00 per day for a minimum of 100 inmates. The contract amount on an annual basis shall be \$3,029,500.00.

Effective July 1, 2015, against amounts paid hereunder, the County of Gloucester shall be entitled to a credit in the amount of Twenty-five (25%) percent of the cost for inmate court totaling \$62,352.00.

The County of Gloucester will pay Cumberland a prorated share of the per diem rate if inmate is transferred during a calendar day. The sending and receiving correctional facilities will share a proportionate amount of the per diem rate as determined by the affected correctional facilities.

In all other respects, the provisions of the June 1, 2013 agreement between the County of Gloucester and the County of Cumberland shall remain in effect and unaltered by the provisions hereof.

ATTEST:

COUNTY OF GLOUCESTER

Robert N. DiLella, Clerk

Robert M. Damming, Director

ATTEST:

COUNTY OF CUMBERLAND

Ken Mecouch Administrator/Clerk

Joseph Derella, Director

F3

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-03215 DATE 5/15/15

BUDGET NUMBER 5-01-25-280-001-20299

AMOUNT OF CERTIFICATION \$ 1,776,200.00

DEPARTMENT Connections

COUNTY COUNSEL Matt Lyons

DESCRIPTION OF PRODUCT OR SERVICE

Direct Contract extension with Cumberland Co. to house inmates from 6/1/15 - 5/31/17 for an amount of \$1,776,200.00 for June - December 2015 based on \$83.00 per inmate per day, for a minimum of 100.

VENDOR NAME County of Cumberland

ADDRESS 54 Broad Street

CITY/STATE/ZIP Bridgeton, NJ 08302

DEPARTMENT HEAD APPROVAL _____

PURCHASING AGENT _____ DATE _____

FREEHOLDER MEETING DATE May 20, 2015

WHITE: CLERK OF THE BOARD
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT
GOLD: COUNTY COUNSEL

6-1

**RESOLUTION AMENDING A CONTRACT WITH MARYVILLE, INC. TO INCREASE
THE CONTRACT AMOUNT BY \$4,000.00 RESULTING IN A NEW CONTRACT
AMOUNT NOT TO EXCEED \$208,700.00**

WHEREAS, there is presently in effect a contract with Maryville, Inc., for the year 2015 (which contract is an extension of a contract originally entered into on February 16, 2011, RFP # 11-009) for various addiction services such as adult inpatient detoxification, residential treatment, residential Mentally Ill Chemical Abuse treatment and Sober Living Environment for Gloucester County residents; and

WHEREAS, it has become necessary to amend the contract because of the additional need for the various aforesaid services provided by Maryville, Inc.; and

WHEREAS, the contract will be increased by \$4,000.00, resulting in an amount not to exceed \$208,700.00 from January 1, 2015 to December 31, 2015; and

WHEREAS, the funds for the aforesaid services are State grant funds; and

WHEREAS, all other terms and provisions of the original contract that have not been 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 be and is hereby authorized to sign, and the Clerk of the Board be and is hereby authorized to attest to, an Amendment to the aforesaid contract with Maryville, Inc. to increase the contract amount by \$4,000.00, resulting in an amount not to exceed \$208,700.00; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original contract shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

61

**AMENDMENT TO CONTRACT BETWEEN
MARYVILLE, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 16th day of February, 2011 (Per RFP #11-009), and most recently extended on January 1, 2015, by and between Maryville, Inc. and the County of Gloucester.

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

The Contract is amended for an increase in funds for the 2015 term, January 1, 2015 to December 31, 2015. This amendment will increase the maximum contract amount over the January 1, 2015 extension by \$4,000.00, resulting in a maximum contract amount not to exceed \$208,700.00. The original contract amount (February 16, 2011) was \$177,000.00, and thus this amendment increases the original contract amount by \$31,700.00

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

THIS ADDENDUM is effective as of the 20th day of May, 2015.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MARYVILLE, INC.

**KENDRIA MCWILLIAMS
EXECUTIVE DIRECTOR**

62

**RESOLUTION AMENDING A CONTRACT WITH VOLUNTEERS OF AMERICA,
DELAWARE VALLEY, INC. TO DECREASE THE CONTRACT AMOUNT BY
\$4,000.00, RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$5,500.00**

WHEREAS, there is presently in effect a contract with Volunteers of America (VOA), Delaware Valley, Inc., for the year 2015 (which contract is an extension of a contract originally entered into on February 16, 2011, RFP # 11-009) for various addiction services such as adult inpatient detoxification, residential treatment and aftercare/discharge planning placement to Sober Living Environment for Gloucester County residents; and

WHEREAS, it has become necessary to amend the contract due to a lack of increase in clients that was projected for the treatment program at VOA; and

WHEREAS, the contract will be decreased by \$4,000.00, resulting in an amount not to exceed \$5,500.00, from January 1, 2015 to December 31, 2015; and

WHEREAS, the funds for the aforesaid services are State grant funds; and

WHEREAS, all other terms and provisions of the original contract that have not been 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 the contract with Volunteers of America, Delaware Valley, Inc. is hereby amended with the contract amount decreasing by \$4,000.00; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, an Amendment to the aforesaid contract with Volunteers of America, Delaware Valley, Inc.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 20, 2015 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

62

**AMENDMENT TO CONTRACT BETWEEN
VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 16th day of February, 2011 (Per RFP #11-009), and most recently extended on January 1, 2015, by and between Volunteers of America, Delaware Valley, Inc. and the County of Gloucester.

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

The Contract is amended for a decrease in funds for the 2015 term, January 1, 2015 to December 31, 2015. This amendment will decrease the maximum contract amount over the January 1, 2015 extension by \$4,000.00, resulting in an amount not to exceed \$5,500.00. The original contract amount (February 16, 2011) was \$19,000.00, and thus this amendment decreases the original contract amount by \$13,500.00.

A Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made or services being rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget from which said funds will be paid.

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

THIS ADDENDUM is effective as of the 20th day of May, 2015.

ATTEST:

ROBERT N. DILELLA, CLERK

ATTEST:

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

**VOLUNTEERS OF AMERICA,
DELAWARE VALLEY, INC.**

**MR. DANIEL LOMBARDO
PRESIDENT**

63

**RESOLUTION AUTHORIZING A CONTRACT WITH ACRO SERVICE
CORPORATION FROM MAY 20, 2015 TO DECEMBER 31, 2015 THROUGH STATE
CONTRACT #A83534 FOR \$60,000.00**

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

WHEREAS, the Gloucester County Division of Social Services has a short-term need for data entry services necessary to input data and process Family Care and Medicaid/Affordable Care Act renewals and applications in a timely manner; and

WHEREAS, the County has determined that it is advantageous to contract Acro Service Corporation, with offices at 39209 W. Six Mile Road, Suite 250, Livonia, Michigan 48152, through State Contract #A83534, from May 20, 2015 to December 31, 2015, for \$60,000.00, for the provision of these services; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$60,000.00, pursuant to CAF #15-03781, which amount shall be charged against budget line item 5-01-27-345-002-62113.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent is authorized to contract Acro Service Corporation for the provision of data entry services, through State Contract #A83534, from May 20, 2015 to December 31, 2015, for \$60,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 20, 2015, at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

63

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

Certificate of Availability of Funds

TREASURER'S NO. 15-03781

DATE 5-7-2015

BUDGET NUMBER - CURRENT YR 2015 B 5-01-27-345-002-62113

DEPARTMENT Social Services

AMOUNT OF CERTIFICATION 60,000

COUNTY COUNSEL Matthew Lyons

DESCRIPTION:

Assisting with the processing of Medicaid / Affordable Care Act

VENDOR: Acro Service Corp and Family Care cases.

Global Headquarters
ADDRESS: 39209 W Six Mile Road
Suite 250
Livonia Michigan

State Contract # 83534

T Number M2001

Vendor # 382413629 00

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED

5-12-15