

AGENDA

6:30 p.m. Wednesday, May 25, 2016

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 11, 2016.

- P-1 Proclamation recognizing May 2016 as Older Americans month (Jefferson) (Previously Presented)
- P-2 Proclamation recognizing The Week of May 6, 2016-May 12, 2016 as National Nurses Week (Jefferson) (Previously Presented)
- P-3 Proclamation recognizing May 2016 as Mental Health Awareness Month (Jefferson) (Previously Presented)

PUBLIC HEARING AND ADOPTION

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE REFUNDING BONDS (LANDFILL PROJECT, SERIES 2016), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,250,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This Ordinance guarantees the payment of principal and interest on the GCIA's Solid Waste Revenue Refunding Bonds, issued to refund its outstanding 2008 Solid Waste Bonds, in an aggregate principal amount not to exceed \$12,250,000. **This Ordinance was introduced at the April 20, 2016 Freeholder Meeting.**

PUBLIC HEARING AND ADOPTION

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL PROJECT, SERIES 2016), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH.

This Ordinance guarantees the payment of principal and interest on the GCIA's Solid Waste Revenue Bonds, issued to finance a new Solid Waste Cell No. 13 at the Landfill, in an aggregate principal amount not to exceed \$7,000,000. **This Ordinance was introduced at the April 20, 2016 Freeholder Meeting.**

PUBLIC HEARING AND ADOPTION

ORDINANCE AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF AN AMENDMENT TO AN EXISTING IMPROVEMENTS LEASE AND AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND CONTINUING DISCLOSURE AGREEMENT, EACH IN CONNECTION WITH THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY-GUARANTEED LEASE REVENUE REFUNDING BONDS (GOVERNMENTAL LEASING PROGRAM), SERIES 2016, IN ONE OR MORE SERIES, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING.

This Ordinance authorizes an Amendment to an existing Lease and Agreement by and between the County and the GCIA and other related documentation, all in connection with the issuance by the Authority of its Lease Revenue Refunding Bonds, issued to refund its outstanding 2006 Lease Revenue Refunding Bonds. **This Ordinance was introduced at the April 20, 2016 Freeholder Meeting.**

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 APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2016.

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.

A-2 RESOLUTION AUTHORIZING THE SALE OF COUNTY PROPERTY NOT NEEDED FOR ANY PUBLIC PURPOSE CONSISTING OF THE REMAINDER OF LOT 1, BLOCK 250, IN THE TOWNSHIP OF MANTUA.

The County acquired title to Lot 1, Block 250, also known as 300 Tylers Mill Road, in the Township of Mantua on May 31, 2011 as part of a county road improvement project of which a portion remained unused (hereinafter referred to as the "Property"). After completion of the project the County determined that the Property, consisting of +/- 11,672.9 SF, is not needed for any public purpose or use and that it is less than the minimum size required for development under the Mantua municipal zoning ordinance with no capital improvements thereon. The County has determined that the Property has two contiguous property owners and pursuant to N.J.S.A. 40A:12-13.2 these owners shall be given the opportunity to bid first on the Property with the minimum acceptable offer being the adjusted appraised value of Twenty-nine Thousand (\$29,000.00) Dollars. The Property is being sold "as is", and without any representation or warranty, either expressed or implied, as to its present condition. The County shall not expend any funds in connection with any potential environmental investigation, assessment and/or remediation that may be required. The County shall have up to 30 days from the date of adoption to reconsider this Resolution and advertise for a public auction of the Property.

A-3 RESOLUTION AUTHORIZING THE AMENDMENT OF THE STATE CONTRACT NUMBER ON A PREVIOUSLY ADOPTED STATE CONTRACT WITH PITNEY BOWES.

This Resolution authorizes the amendment to the State Contract which was previously adopted on January 20, 2016, authorizing a one year agreement with Pitney Bowes under state contract for the purchase of postage and postage supplies necessary to conduct the business of county government. When the Resolution passed on January 20, 2016 the state contract number was #A75237. The State has since changed the state contract number to #A41258. All terms and provisions of the original contract remain in full force and effect.

A-4 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER TOWNSHIP.

This Resolution authorizes a Shared Services with Gloucester Township for the provision of the Registration Program on Abandoned and Vacant Homes for a period of ten years.

**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 CHANGE ORDER INCREASE #01-FINAL WITH SOUTH STATE, INC.

This Resolution will authorize a Contract Change Order Increase #01-Final with South State Inc., P.O. Box 68, 202 Reeves Rd., Bridgeton, NJ 08302, in the amount of \$76,171.96 for the project "Proposed Resurfacing and Safety Improvements to Woodbury-Glassboro Road, County Route 553, from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and the Borough of Wenonah," Federal Project Number STP-4037(108)Con, Engineering Project #14-07FA, based on final as built conditions necessitated by increases and decreases in items and supplemental items, resulting in a new contract amount of \$2,762,551.99. CAF# 16-04008 has been obtained to certify funds.

C-2 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED DRP GIBBSTOWN LOGISTICS CENTER.

This Resolution consents to the proposed Water Quality Management Plan Amendment Entitled DRP Gibbstown Logistics Center. 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.

C-3 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2016 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. CAF#16-03560 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF JULY 6, 2016 REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 3, LOT 6 IN THE TOWNSHIP OF WOOLWICH, WITH OPEN SPACE PRESERVATION TRUST FUNDS.

The County is considering the acquisition of the property owned by Daybreak Family, L.P., known as Block 3, Lot 6, in the Township of Woolwich, (hereinafter "the Property"), utilizing Open Space Preservation Trust funds. The Property is approximately 32 acres in size and is contiguous to the Locke Ave. Park Greenway, consisting of more than 250 contiguous acres of preserved open space in Swedesboro and Woolwich Township. The landowners have agreed to the County's offer of \$490,000.00, which was based on the reports of two State certified appraisers, and certified by the New Jersey Green Acres Program. One quarter (\$122,500.00) of these acquisition funds are to come from Woolwich Township, as the Property is to be deeded over to the municipality at settlement for future recreational and/or conservation uses. The County will seek fifty percent (50%) of the acquisition match funds from the NJ Green Acres program. Woolwich Township has also agreed to turn over any eligible Green Acres funding they may receive for the property to the County. As per State regulations a public hearing must now be set on the possible acquisition of the property. Since the public hearing cannot be held until 30-days after it is scheduled, this resolution sets the public hearing date for the Freeholder meeting of July 6, 2016.

E-2 RESOLUTION AUTHORIZING THE PURCHASE OF THE DEVELOPMENT RIGHTS EASEMENTS FOR FARM PROPERTY OWNED BY WAYNE BIAGI AND MARYBETH BIAGI, FOR \$109,185.00.

This Resolution authorizes the purchase of the development rights for properties in the Township of Franklin, known as Block 6401, Lot 1, and in the Township of Monroe, known as Block 7001, Lots 14 and 18, owned by Wayne Biagi and Marybeth Biagi, 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 value of \$4,350.00 per acre, which was the average as per two appraisals completed by two State-certified appraisers. The property, which is 25.10 acres in size, 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 \$2,950.00 for Steven Bartelt and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous and/or in close proximity to more than 600 acres of previously preserved farmland and open space, and the landowner is also in the process of submitting an additional Farmland Preservation application for contiguous 30+/- acre parcel. CAF# 16-04003 was obtained to certify funds.

E-3 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY CLAIRE D. BARTHOLOMEW FOR \$287,040.00.

This Resolution authorizes the purchase of the development rights for properties in the Township of Harrison, known as Block 5, Lot 6, and Block 5, Lot 17.01, owned by Claire D. Bartholomew, 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 \$13,000 per acre, which was determined as per two appraisals completed by two State-certified appraisers. The property, which is 22.08 acres in size, 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 the Hanson Organization and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous and/or in close proximity to more than 300 acres of previously preserved farmland. CAF# 16-04004 was obtained to certify funds.

E-4 RESOLUTION AUTHORIZING CONTRACTS WITH WEST JERSEY TITLE AGENCY, FOUNDATION TITLE, LLC, AND TITLE AMERICA AGENCY TO PROVIDE TITLE WORK FROM MAY 26, 2016 TO MAY 25, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR EACH CONTRACT.

The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP# 16-025) for the required title work and related services needed for the land preservation and other land acquisition projects the County will be working on over the next twelve months. Based on the workload expected over the coming year it was determined that all 3 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of work plan, personnel availability, and anticipated costs.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING A REVISED SHARED SERVICES AGREEMENT WITH BURLINGTON COUNTY FOR ADULT INMATES.

This Resolution authorizes the execution of a revised Shared Services Agreement with Burlington County for housing of Gloucester County Adult Inmates from June 1, 2016 to May 31, 2026 at the rate of \$83.00 per day per inmate.

F-2 RESOLUTION AUTHORIZING AN APPLICATION TO THE U.S. BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2016 BULLETPROOF VEST PARTNERSHIP GRANT IN THE AMOUNT OF \$24,640.00.

This Resolution authorizes an application to the U.S. Bureau of Justice Assistance for funding from the FY2016 Bulletproof Vest Partnership Grant in the amount of \$24,640.00, for the purpose of providing ballistic and/or stab proof and/or combo vests for Corrections and Sheriff's Department Officers, which will aid in keeping the officers safe while working in our communities. The term of the grant, FY 2016, is from May 16, 2016, to August 31, 2017.

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$58,461.00

This Resolution authorizes the execution of a contract with the Gloucester County Improvement Authority (GCIA), as the owner/operator of the Shady Lane Nursing Home, for the County to administer certain care management support services to the elderly, from January 1, 2016 to December 31, 2016 in the amount not to exceed \$58,461.00. Through this contract the County Department of Health and Human Services, will, through PEER Grouping Contracts with subcontractors, administer the provision of in-home care management and support services such as homemaker assistance and adult day care to Gloucester County elderly suffering from dementia-related illnesses.

G-2 RESOLUTION AUTHORIZING A CONTRACT WITH ALL ABOUT CARE, LLC FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$19,876.00.

This Resolution authorizes the execution of a contract, awarded through RFP# 016-041, with All About Care, LLC, 870 Mantoloking Road, Brick, N.J. 08723, from January 1, 2016 to December 31, 2016, in an amount not to exceed \$19,876.00. The contract is for the provision of homemaking services pursuant to the New Jersey Department of Human Services, Division of Aging Services, Peer Grouping Homemaker Care/Personal Program for elderly clients residing in Gloucester County with dementia and related illnesses. The program is administered by the Gloucester County Division of Senior Services. The contract is contingent upon grant funding under the Peer Grouping Grant awarded by the New Jersey Department of Human Services, Division of Aging Services. The Department granted approval to the County of its 2016 Governmental Peer Grouping Allocation and Spending Plan on April 29, 2016.

Old Business

New Business

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

Adjournment

MINUTES

6:30 p.m. Wednesday, May 11, 2016

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes		X
Christy	X	
DiMarco	X*arrived after approval of regular meeting minutes	
Simmons	X	
Jefferson	X	
Damminger	X	

Changes to the Agenda

Approval of the meeting minutes from April 20, 2016.

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

Comments: N/A

49847 Proclamation to recognize Samuel Hart. Samuel distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. Presented. (Chila)

49848 Proclamation to recognize Ryan Hudson. Ryan distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. Not presented, Ryan was unable to attend presentation. (Chila)

49849 Proclamation to recognize Kevin Troccoli. Kevin distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. Presented. (Chila)

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

49850 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

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

Comments: N/A

49851 RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$5,445,000.00 OF ITS GENERAL OBLIGATION BONDS, SERIES 2016; AND (ii) \$3,000,000.00 OF ITS COUNTY COLLEGE BONDS, SERIES 2016; 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.

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

Comments: N/A

49852 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT #A83453, INDEX #T2581.

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

Comments: N/A

49853 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY IMPROVEMENT AUTHORITY.

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

Comments: N/A

49854 RESOLUTION OF CONSENT TO MANTUA TOWNSHIP ORDINANCE NO. O-3-2016 PROHIBITING OVERNIGHT PARKING ALONG COUNTY ROUTE 678 (MT. ROYAL ROAD) WITHIN DESIGNATED ZONES.

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

Comments: N/A

49855 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH CLAYTON.

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

Comments: N/A

49856 RESOLUTION SUPPORTING IMPLEMENTATION OF STATE FUNDING FOR PRESERVATION AND STEWARDSHIP OF OPEN SPACE, PARKS, FARMLAND AND HISTORIC SITES IN NEW JERSEY.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
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**

49857 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH CAROUSEL INDUSTRIES OF NORTH AMERICA, INC. THROUGH STATE CONTRACT #A83925.

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

Comments: N/A

49858 RESOLUTION AUTHORIZING A CONTRACT WITH ABC MAILERS, INC. FROM MAY 6, 2016 TO MAY 5, 2017, IN AN AMOUNT NOT TO EXCEED \$38,000.00.

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

49859 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES FROM JULY 1, 2015 TO JUNE 30, 2016 FOR \$4,028,843.00.

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

Comments: N/A

49860 RESOLUTION EXTENDING THE CONTRACT WITH ASPHALT PAVING SYSTEMS, INC. FOR TWO YEARS THROUGH MAY 17, 2018 IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	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**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

49861 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR, MATERIALS AND INSTALLATION OF CARPETING FROM COMMERCIAL INTERIORS DIRECT, INC., THROUGH STATE CONTRACT #A81755 FROM MAY 11, 2016 TO MAY 10, 2017 IN AN AMOUNT NOT TO EXCEED \$125,000.00.

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

Comments: N/A

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

49862 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR A LOCAL CORE CAPACITY FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$267,522.00 FROM JULY 1, 2016 TO JUNE 30, 2017.

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

Comments: N/A

49863 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF JOB ACCESS AND REVERSE COMMUTE (JARC) SFY17 ROUND 3 AND SFY18 ROUND 4 GRANT FROM NJ TRANSIT, IN THE TOTAL AMOUNT OF \$160,000.00 WITH A CASH MATCH OF \$160,000.00, FROM JULY 1, 2016 TO JUNE 30, 2018.

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

Comments: N/A

49864 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			X		
Barnes					
Christy		X	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	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 6:50 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

PROCLAIMING MAY 2016

AS

OLDER AMERICANS MONTH

WHEREAS, the month of May 2016 has been designated by the U.S. Administration on Aging as Older Americans Month and the County of Gloucester embraces the national theme for this year, "Get into the Act"; and

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

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

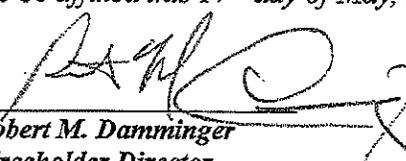
WHEREAS, recognizing the successes of Older Americans encourages their ongoing participation and further accomplishments; and

WHEREAS, Gloucester County can provide opportunities to allow Older Americans to continue to flourish by presenting them with opportunities to share their wisdom, experience, and skills; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons recognize May 2016 as Older Americans Month and urge every citizen to take time to recognize Older Americans and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.

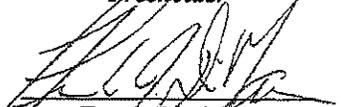
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of May, 2016.

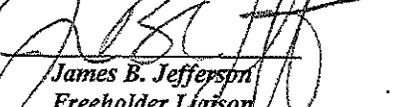

Giuseppe (Joe) Chila
Freeholder Deputy Director

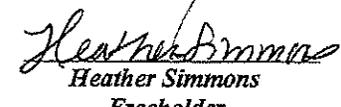

Robert M. Damming
Freeholder Director

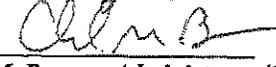

Lyman Barnes
Freeholder

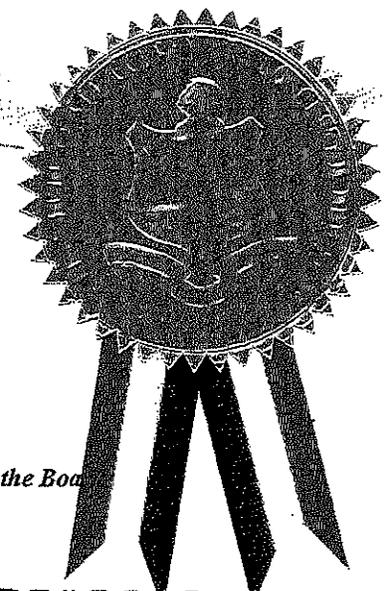

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder Liaison


Heather Simmons
Freeholder

Attest: 
Chad M. Bruner, Administrator/Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING THE WEEK OF MAY 6TH - MAY 12TH, 2016 NATIONAL NURSES WEEK

WHEREAS, the nearly 3.1 million Public Health Nurses in the United States comprise our nation's largest health care profession; and

WHEREAS, the depth and breadth of the Public Health Nurse profession meets the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, Public Health Nurses integrate community involvement, social skills, and personal knowledge about entire populations along with a clinical understanding of the health and illnesses experienced by individuals and families; and

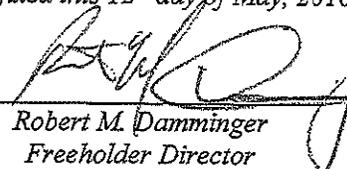
WHEREAS, Public Health Nurses provide health education, case management and preventive care to individuals and families who are members of vulnerable populations and high risk groups; and

WHEREAS, Public Health Nurses should be acknowledged for their advocacy, dedication and untiring efforts in caring for the citizens of Gloucester County; and

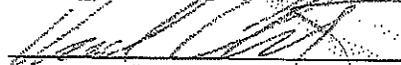
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby proclaim May 6th - May 12th 2016 as National Nurses Week.

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 12th day of May, 2016.

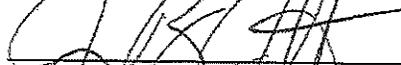

Giuseppe (Joe) Chila
Freeholder Deputy Director

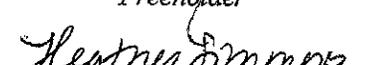

Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Daniel Christy
Freeholder

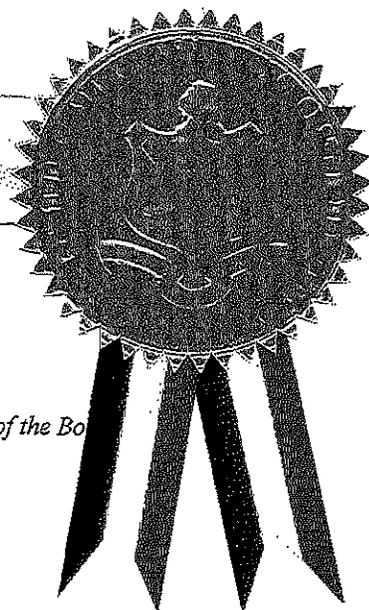

Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder Liaison


Heather Simmons
Freeholder

Attest:

Chad M. Bruner, Administrator/Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING MENTAL HEALTH AWARENESS MONTH MAY, 2016

WHEREAS, Mental Health Awareness Month is part of a nationwide effort in the month of May to reduce the stigma surrounding mental health challenges and increase awareness of tools and resources to prevent such challenges and reduce the symptoms; and

WHEREAS, the Gloucester County Mental Health Board and the Gloucester County Division of Human & Disability Services, and other local organizations, are committed to increasing awareness by celebrating the Month of May as Mental Health Awareness Month; and

WHEREAS, each business, school, government agency, healthcare provider, organization and Gloucester County resident has a responsibility to support mental wellness and policies which reduce barriers to access, improve community outreach and ensure competent care to residents; and

WHEREAS, like other diseases, mental illnesses can be successfully treated and thus we must build an open dialogue that encourages support and respect for those struggling with mental illness; and

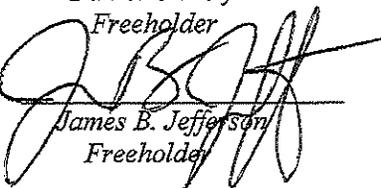
WHEREAS, this month we renew our commitment to encourage those living with mental health conditions to get the help they need, and reaffirm our pledge to those who need help have access to the support, acceptance and resources they deserve; and

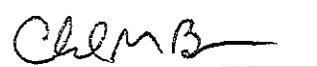
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize May 2016 as Mental Health Awareness Month in Gloucester County and urge all residents and community organizations to raise mental health awareness and continue helping individuals live longer, healthier lives.

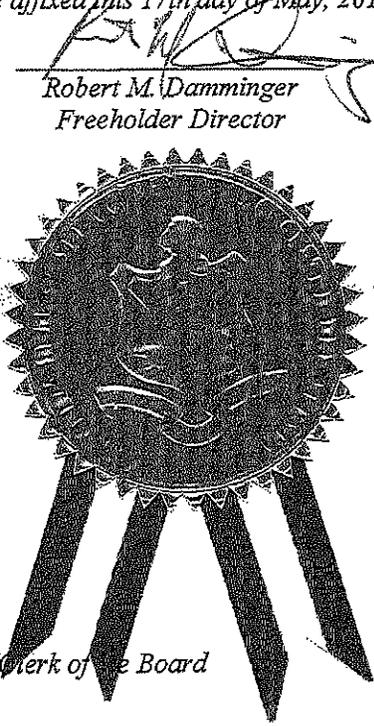
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of May, 2016.

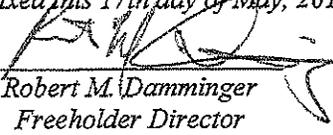

Giuseppe (Joe) Chila
Freeholder Deputy Director


Daniel Christy
Freeholder

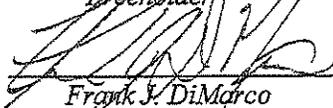

James B. Jefferson
Freeholder

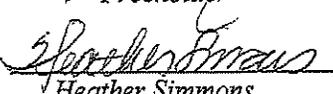
ATTEST:

Chad M. Bruner, Administrator/Clerk of the Board




Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Public Hearing & Adoption I

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. ____

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE REFUNDING BONDS (LANDFILL PROJECT, SERIES 2016), TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$12,250,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

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

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

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

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

WHEREAS, the Authority desires to authorize the issuance of its County Guaranteed Solid Waste Revenue Refunding Bonds (Landfill Project, Series 2016), in the aggregate principal amount of not-to-exceed \$12,250,000 ("2016 Bonds") pursuant to the General Bond Resolution, as amended and supplemented to date and as further amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, SEPTEMBER 17, 2009, FEBRUARY 16, 2012 AND MARCH 20, 2014: (I) AUTHORIZING AND APPROVING THE

ISSUANCE OF UP TO \$12,250,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE REFUNDING BONDS (LANDFILL PROJECT, SERIES 2016); (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Seventh Supplemental Resolution" and together with the General Bond Resolution, as heretofore amended and supplemented, the "Bond Resolution"), to finance the advance refunding of all or a portion of the Authority's outstanding callable County Guaranteed Solid Waste Revenue Bonds (Landfill Project, Series 2008), maturing in the years 2019 through and including 2030 ("2016 Project"); and

WHEREAS, in order to induce the prospective purchasers of the 2016 Bonds to purchase the 2016 Bonds and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A.* 40:37A-80), to further amend the Original Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2016 Bonds as further described herein (the Original Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

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

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

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2016 Bonds in a total aggregate principal amount not-to-exceed \$12,250,000, which 2016 Bonds are to be issued for the purpose of financing the costs of the 2016 Project as defined and further described in the preambles hereof, such 2016 Bonds to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Seventh Supplemental Resolution authorizing the issuance of the 2016 Bonds and consistent with the provisions of the Act. The term "2016 Bonds" shall include all 2016 Bonds issued for or with respect to the 2016 Project or any bonds issued to refund the 2016 Bonds originally issued for the 2016 Project; provided, however, the total principal amount of 2016 Bonds outstanding and entitled to the benefits of this ordinance shall not exceed \$12,250,000. Any Bonds which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented, including by the Seventh Supplemental Resolution authorizing the issuance of the 2016 Bonds, shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the 2016 Bonds referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2016 Bonds in the same manner and to the same extent as in the case of bonds issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law. The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2016 Bonds, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

Section 4. The Freeholder Director of the County is hereby authorized and directed to execute on each of the 2016 Bonds, by manual or facsimile signature, language evidencing such

guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

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

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

COUNTY OF GLOUCESTER, NEW JERSEY

By: _____
ROBERT M. DAMMINGER, Freeholder Director"

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

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

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2016 Bonds outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$12,250,000, shall, after the issuance of such 2016 Bonds, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2016 Bonds entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2016 Bonds until the end of the fiscal year beginning next after the completion of the 2016 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the Authority in such year relative to the 2016 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2016 Bonds issued to finance the costs of the 2016 Project or as otherwise provided by law.

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

(a) The maximum principal amount of 2016 Bonds which are hereby and hereunder guaranteed as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2016 Project to be financed in accordance with the transaction contemplated hereby is, \$12,250,000.

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

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the

office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$12,250,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2016 Bonds.

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

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

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

Date of Introduction: April 20, 2016
Date of Final Adoption: May 25, 2016



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Statement to be Published With Guaranty Ordinance After Final Adoption.

STATEMENT

The Guaranty Ordinance published herewith has been finally adopted on May 25, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

CHAD BRUNER, Clerk of the Board of
Chosen Freeholders of the County of
Gloucester, New Jersey

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE GUARANTY BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL EXPANSION PROJECT – CELL 13), SERIES 2016 AND SOLID WASTE CONSTRUCTION LOAN NOTES, TO BE ISSUED BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000; AND DETERMINING CERTAIN MATTERS IN CONNECTION THEREWITH

BACKGROUND

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

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

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

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

WHEREAS, the Authority desires to authorize the issuance of: (i) its County Guaranteed Solid Waste Revenue Bonds (Landfill Expansion Project – Cell 13), Series 2016, in the aggregate principal amount of not-to-exceed \$7,000,000 ("2016 Bonds") pursuant to the General Bond Resolution, as amended and supplemented to date and as further amended and supplemented by a resolution to be adopted by the Authority and entitled, "SUPPLEMENTAL BOND RESOLUTION TO A GENERAL BOND RESOLUTION OF THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ADOPTED ON JULY 8, 1992, AS AMENDED AND SUPPLEMENTED ON SEPTEMBER 9, 1992, JANUARY 16, 2003, APRIL 17, 2008, SEPTEMBER 17, 2009, FEBRUARY 16, 2012 AND MARCH 20, 2014: (I) AUTHORIZING

AND APPROVING THE ISSUANCE OF UP TO \$7,000,000 OF THE AUTHORITY'S COUNTY GUARANTEED SOLID WASTE REVENUE BONDS (LANDFILL EXPANSION PROJECT – CELL 13), SERIES 2016; (II) AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF THE EXISTING GENERAL BOND RESOLUTION; (III) AUTHORIZING AND APPROVING THE PREPARATION OF DISCLOSURE AND RELATED FINANCING DOCUMENTS; (IV) AUTHORIZING AND DELEGATING TO THE EXECUTIVE DIRECTOR THE POWER TO AWARD AND SELL SAID BONDS; AND (V) DETERMINING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH" ("Eighth Supplemental Resolution" and together with the General Bond Resolution, as heretofore amended and supplemented, the "Bond Resolution"); and (ii) if necessary, a short term Solid Waste Construction Loan Note in the principal amount of not-to-exceed \$7,000,000 ("Notes") pursuant to a stand-alone Subordinate Note Resolution ("Note Resolution") of the Authority, to finance a capital improvement program consisting of: (a) the design and construction of a new solid waste landfill cell at the Complex; and (b) the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the information on file and available for inspection in the offices of the Authority ("2016 Project"); and

WHEREAS, in order to induce the prospective purchasers of the 2016 Bonds or Notes to purchase the 2016 Bonds and Notes and provide additional security to the holders thereof, the County desires, in accordance with Section 37 ("Section 37") of the Act (*N.J.S.A.* 40:37A-80), to further amend the Original Guaranty Ordinance to provide for the unconditional and irrevocable guaranty of the punctual payment, when due, of the principal of and interest on the 2016 Bonds and Notes, provided that such 2016 Bonds and Notes, in aggregate, shall not exceed \$7,000,000, as further described herein (the Original Guaranty Ordinance as further amended by this Guaranty Ordinance is hereinafter collectively referred to as the "County Guaranty"); and

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

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

Section 2. Pursuant to and in accordance with the terms of the Act, and specifically Section 37 thereof, the County is hereby authorized to, and hereby shall unconditionally and irrevocably guaranty the punctual payment, when due, of the principal of and interest on the 2016 Bonds and the Notes in a total aggregate principal amount not-to-exceed \$7,000,000, which 2016 Bonds and Notes are to be issued for the purpose of financing the costs of the 2016 Project as defined and further described in the preambles hereof, such 2016 Bonds and Notes to be dated, to be in such form, to mature, to bear such rate or rates of interest and to be otherwise as provided or established in the Eighth Supplemental Resolution or a Subordinate Note Resolution authorizing the issuance of the 2016 Bonds and Notes, respectively, and consistent with the provisions of the Act. The term "2016 Bonds" shall include all 2016 Bonds issued for or with respect to the 2016 Project or any bonds issued to refund the 2016 Bonds originally issued for the 2016 Project; provided, however, the total principal amount of 2016 Bonds and Notes outstanding and entitled to the benefits of this ordinance shall not exceed \$7,000,000. Any 2016 Bonds or Notes which are no longer considered outstanding under the General Bond Resolution, as heretofore amended and supplemented, including by the Eighth Supplemental Resolution authorizing the issuance of the 2016 Bonds, or the Note Resolution, respectively, shall not be considered outstanding for the purpose of this Guaranty Ordinance. The full faith and credit of the County are hereby pledged for the full and punctual performance of its payment obligations under this Guaranty Ordinance.

Section 3. Upon the endorsement of the 2016 Bonds and Notes referred to in Section 4, below, the County shall be unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the 2016 Bonds and Notes in the same manner and to the same extent as in the case of bonds or notes issued by the County and, accordingly, the County shall be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all of the taxable property within the jurisdiction of the County for the payment thereof without limitation as to rate or amount when required pursuant to the provisions of this Guaranty Ordinance and applicable law.

The unconditional and irrevocable guaranty of the County, effected hereby, to pay the principal of and interest on the 2016 Bonds and Notes, when due, in accordance with the terms hereof, shall not be abrogated for any reason.

Section 4. The Freeholder-Director of the County is hereby authorized and directed to execute on each of the 2016 Bonds and Notes, by manual or facsimile signature, language evidencing such guaranty by the County of the punctual payment, when due, of the principal of and interest thereon. The Guaranty shall be in substantially the following form:

"GUARANTY BY THE COUNTY OF GLOUCESTER, NEW JERSEY

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

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

COUNTY OF GLOUCESTER, NEW JERSEY

By: _____
ROBERT M. DAMMINGER, Freeholder Director".

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

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

(a) This Guaranty Ordinance may be adopted notwithstanding any statutory debt or other limitations, including particularly any limitation or requirement under or pursuant to the Local Bond Law, but the aggregate principal amount of the 2016 Bonds and Notes outstanding at any time which shall be entitled to the benefits of the guaranty pursuant to this Guaranty Ordinance, being an amount not to exceed \$7,000,000, shall, after the issuance of such 2016 Bonds and Notes, be included in the gross debt of the County for the purpose of determining the indebtedness of the County under or pursuant to the Local Bond Law.

(b) The principal amount of the 2016 Bonds and Notes entitled to the benefits of this Guaranty Ordinance and included in the gross debt of the County shall be deducted and is hereby declared to be and to constitute a deduction from such gross debt under and for all the purposes of the Local Bond Law: (i) from and after the time of issuance of the 2016 Bonds and Notes until the end of the fiscal year beginning next after the completion of the 2016 Project; and (ii) in any annual debt statement filed pursuant to the Local Bond Law as of the end of said fiscal year or any subsequent fiscal year if the revenues or other receipts or money of the Authority in such year relative to the 2016 Project are sufficient to pay its expenses of operation and maintenance in such year and all amounts payable in such year on account of the principal of and interest on all such guaranteed 2016 Bonds and Notes issued to finance the costs of the 2016 Project or as otherwise provided by law.

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

(a) The maximum principal amount of 2016 Bonds and Notes which are hereby and hereunder guaranteed to be outstanding at any one time as to the punctual payment, when due, of the principal thereof and interest thereon is, and the maximum estimated cost of the 2016 Project to be financed in accordance with the transaction contemplated hereby is, \$7,000,000.

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

(c) A supplemental debt statement of the County has been duly made and filed in the office of the Clerk of the Board, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State, and such debt statement shows that while the gross debt of the County, as defined in the Local Bond Law, is increased by this Guaranty Ordinance by \$7,000,000 in accordance with the provisions of the Act, the net debt of the County is not increased, and the obligation of the County authorized by or incurred pursuant to the terms of this Guaranty Ordinance is permitted by an exception to the debt limitations of the Local Bond Law, which exception is contained in the Act.

(d) All other items to be contained in a bond ordinance adopted pursuant to the Local Bond Law are hereby determined to be inapplicable to the Guaranty of the 2016 Bonds and Notes.

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

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

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

Date of Introduction: April 20, 2016
Date of Final Adoption: May 25, 2016



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Statement to be Published With Guaranty Ordinance After Final Adoption.

STATEMENT

The Guaranty Ordinance published herewith has been finally adopted on May 25, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

CHAD BRUNER, Clerk of the Board of
Chosen Freeholders of the County of
Gloucester, New Jersey

public Hearing no 10/12/17
3

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

ORDINANCE AUTHORIZING AND APPROVING THE ENTERING INTO, EXECUTION AND DELIVERY OF AN AMENDMENT TO AN EXISTING IMPROVEMENTS LEASE AND AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND CONTINUING DISCLOSURE AGREEMENT, EACH IN CONNECTION WITH THE ISSUANCE BY THE AUTHORITY OF ITS COUNTY-GUARANTEED LEASE REVENUE REFUNDING BONDS (GOVERNMENTAL LEASING PROGRAM), SERIES 2016, IN ONE OR MORE SERIES, AND AUTHORIZING OTHER NECESSARY ACTION IN CONNECTION WITH SAID FINANCING

BACKGROUND

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

WHEREAS, the Authority is authorized, pursuant to the Act, to provide financing for the provision of public facilities (as defined in the Act), including capital equipment and infrastructure improvements and facilities, for use by local government units, including the County, municipalities, boards of education and fire departments and fire districts within the County, for any of their respective governmental purposes; and

WHEREAS, on December 18, 2006, the Authority issued \$10,850,000 aggregate principal amount of its County-Guaranteed Lease Revenue Bonds (Governmental Leasing Program), Series 2006 ("2006 Bonds") for the purpose of financing the cost of the acquisition and installation of certain items of capital equipment and the construction and reconstruction of certain infrastructure improvements and facilities and the leasing thereof to various local units located in the County (collectively, the "2006 Governmental Lease Financing Program"), including but not limited to the County, pursuant to a resolution adopted by the Authority on October 12, 2006 entitled, "Resolution of The Gloucester County Improvement Authority Authorizing the Issuance of County-Guaranteed Lease Revenue Bonds (Governmental Leasing Program), Series 2006", as the same may be amended, modified or supplemented in accordance with the provisions thereof ("General Bond Resolution"); and

WHEREAS, in connection with the 2006 Governmental Lease Financing Program, the County entered into an Improvements Lease and Agreement, dated as of December 1, 2006, by and between the Authority and the County ("Original Lease"), to finance the construction of various infrastructure improvements ("Improvements"), as described in Exhibit "A" to the Original Lease; and

WHEREAS, pursuant the Original Lease, the County agreed to make Basic Rent (as such term is defined in the Original Lease) payments in an amount equal to the debt service paid by the Authority on the County's allocable portion of each maturity of the 2006 Bonds; and

WHEREAS, due to current market conditions and in order to achieve debt service savings which will reduce the outstanding Basic Rent payment obligations of, among others, the County, the Authority intends to authorize the issuance of its County Guaranteed Lease Revenue Refunding Bonds (Governmental Leasing Program), Series 2016, in an aggregate principal amount not-to-exceed \$5,700,000 ("2016 Bonds"), pursuant to the terms of a supplemental bond resolution to be adopted by the Authority, entitled "First Supplemental Resolution to a Bond Resolution Adopted

on October 12, 2006; Authorizing the Issuance of Refunding Bonds Under Said Bond Resolution; Amending and Supplementing Certain Provisions of Said Bond Resolution; and Taking Related Actions" ("First Supplemental Resolution"; together with the General Bond Resolution, the "Bond Resolution"), the proceeds of which will be used to advance refund all or a portion of the callable maturities of the Authority's \$5,965,000 aggregate principal amount of outstanding 2006 Bonds maturing on September 1 in the years 2016 through and including 2026; and

WHEREAS, debt service on the 2016 Bonds will be secured by Basic Rent payments to be made by, among others, the County pursuant to a First Amendment to Improvements Lease and Agreement ("Lease Amendment"; together with the Original Lease, the "Lease"); and

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

Section 1. Pursuant to Section 78 of the County Improvement Authorities Law, *N.J.S.A. 40:37A-44 et seq.*, the County is hereby authorized and directed to enter into and perform its respective duties under the Lease Amendment, which provides for the continued leasing of the Improvements constructed with a portion of the proceeds of the 2006 Bonds.

Section 2. The County Administrator and/or County Treasurer and any designees thereof (each an "Authorized Officer" and, collectively, the "Authorized Officers") are each hereby authorized and directed to execute, on behalf of the County, the Lease Amendment in the form prepared by bond counsel to the Authority, with such additions, deletions or modifications as such officer shall approve, and the Clerk of the Board and Deputy Clerk of the Board are each authorized and directed to attest to such signature and to affix the seal of the County thereto, and to deliver said Lease Amendment to the Authority, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The full faith and credit of the County are hereby pledged to the punctual payment of the obligations set forth in the Lease authorized by this ordinance including, without limitation: (i) all Basic Rent and Rent obligations of the County under the Lease including Authority Administrative Expenses and Additional Rent; and (ii) all direct and indirect costs of the Authority related to the enforcement of the Lease (clauses (i) and (ii) of this Section 2 are collectively referred to as the "Lease Payment Obligation"). The Lease Payment Obligation under the Lease shall be a direct, unlimited and general obligation of the County, not subject to annual appropriation by the County pursuant to the Act and, unless paid from other sources, the County shall be obligated to levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the County for the payment of the Lease Payment Obligation thereunder without limitation as to rate or amount.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(1) The maximum Lease Payment Obligation for which the County shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the 2016 Bonds of the Authority allocated to the County shall not exceed the sum necessary to: (i) refinance the costs of construction and installation of the Improvements; (ii) pay principal of and interest on the 2016 Bonds allocated to the County and used to refinance the costs of construction and installation of the Improvements; and (iii) pay the County's share of the costs of issuance and all other amounts required to be paid by the County under the Lease.

(2) The payment authorized herein shall remain effective until all the 2016 Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the County under the Lease have been satisfied, notwithstanding the occurrence of any other event including, but not limited to, the termination of the Lease with respect to some or all of the Improvements.

(3) The Improvements described in Exhibit "A" of the Improvements Lease are hereby approved to continue to be leased from the Authority in accordance with the terms of the Lease, with such further changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

Section 5. To the extent the County is an "Obligated Person" (as defined under the Rule (as hereinafter defined)) with respect to the 2016 Bonds, the County hereby agrees to comply with the requirements of Rule 15c2-12 ("Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Lease Amendment. The Authorized Officers are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Official Statement of the Authority, and the preliminary form thereof, to the extent the information contained therein relates to the County and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the County on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

Section 6. All ordinances and provisions thereof inconsistent with the provisions of this ordinance shall be and are hereby repealed to the extent of such inconsistency. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

Section 7. Upon the payment of all amounts referenced in Section 4 herein, the full faith and credit pledge of the County as to its Lease Payment Obligation authorized herein shall cease to exist.

Section 8. The Clerk of the Board or Deputy Clerk of the Board shall forward executed copies of the Lease Amendment and a certified copy of this ordinance, upon final adoption, to the Authority.

Section 9. The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

Section 10. This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

Date of Introduction: April 20, 2016
Date of Final Adoption: May 25, 2016



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Statement to be Published With Ordinance After Final Adoption.

STATEMENT

The Ordinance published herewith has been finally adopted on May 25, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

CHAD BRUNER, Clerk of the Board of
Chosen Freeholders of the County of
Gloucester, New Jersey

A-1

**RESOLUTION AUTHORIZING APPROVAL OF THE
BILL LISTS FOR THE MONTH OF MAY 2016**

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 20, 2016; 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 20, 2016.

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

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending May 20, 2016, 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 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

A-2

RESOLUTION AUTHORIZING THE SALE OF COUNTY PROPERTY NOT NEEDED FOR ANY PUBLIC PURPOSE CONSISTING OF THE REMAINDER OF LOT 1, BLOCK 250, IN THE TOWNSHIP OF MANTUA

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to sell real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et. seq; and

WHEREAS, the County acquired title to Lot 1, Block 250, also known as 300 Tylers Mill Road, in the Township of Mantua on May 31, 2011 as part of a county road improvement project of which a portion remained unused (hereinafter referred to as the "Property"); and

WHEREAS, after completion of the project the County determined that the Property, consisting of +/- 11,672.9 SF, is not needed for any public purpose or use and that it is less than the minimum size required for development under the Mantua municipal zoning ordinance with no capital improvements thereon; and

WHEREAS, the County has further determined that the Property has two contiguous property owners and pursuant to N.J.S.A. 40A:12-13.2 these owners shall be given the opportunity to bid first on the Property; and

WHEREAS, the Gloucester County Office of Assessment has determined the value of the Property is Twenty-nine Thousand (\$29,000.00) Dollars and that will establish the minimum acceptable offer.

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

1. The Property, which is no longer needed by the County for any public purpose or use, will be offered to the contiguous property owners, given that it meets the criteria set forth in N.J.S.A. 40A:12-13(b)(5) of the Local Lands and Building Law, with the minimum acceptable offer being Twenty-nine Thousand (\$29,000.00) Dollars, and notices authorized to be sent.
2. Pursuant to N.J.S.A. 40A:12-13(b):
 - a. This Resolution shall be posted in the Gloucester County Courthouse and advertised in an approved newspaper within 5 days of adoption; and
 - b. Offers may be made for 20 days following the date of advertisement to the County's Purchasing Agent by any prospective purchaser at the Offices of the County's Purchasing Agent located at 2 South Board Street, Woodbury, New Jersey 08096; and
 - c. The County shall have up to 30 days from the date of adoption to reconsider this Resolution and advertise for a public sale of the Property pursuant to the provisions detailed in Section (a) if the aforementioned statute.
3. The County is offering the Property for sale in its present condition. The Property is being sold "as is", and without any representation or warranty, either expressed or implied, as to its present condition. The County shall not be required to expend any funds in connection with any potential environmental investigation, assessment and/or remediation that may be required.
4. The sale of the Property shall be made subject to: (a) such state of facts which an accurate survey may disclose; (b) easements and restrictions of record, if any; (c) tenants, leaseholds, and rights of persons in possession; and, (d) all federal, state, county, and municipal laws, statutes, codes, ordinances, rules and regulations effecting the Property, including but not limited to its use and occupation.

5. The County reserves the following rights with regard to the sale of the Property: (a) to adjourn the time of sale for not more than two (2) weeks without re-advertising the sale; (b) to reject any and all offers received; and, (c) that any sale is subject to authorization by the Board, by resolution, which authorization may be granted or denied within thirty (30) days of the sale.
6. Prospective purchasers may examine the Property prior to making an offer. The County believes title to the Property is insurable by a reputable title insurance company at regular rates subject to easements and restrictions of record in effect on the date of the public auction, such as federal, state, county, and municipal laws or regulations that may be in effect and apply on the date of the public auction; and to such state of facts as an accurate survey and a visual inspection of the Property as of the date of the sale may disclose. In the event the County cannot convey insurable title to the Property, the sole liability to the County shall be the return, without interest, of all monies paid by the purchaser to the County. Objections to insurability of title must be made by the purchaser to County Counsel within ten (10) days after authorization of the sale by the Board. If the purchaser fails to notify the County in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.
7. Prospective purchasers are put on notice to consult either the Water and Sewage departments or the Municipal Utilities Authorities in the municipalities where the Property is located regarding existing water and sewer facilities.
8. Purchaser with the highest and best offer shall deposit ten percent (10%) by cash, certified or cashier check, which deposit shall be held in escrow by the County. If the Board rejects the offer, and denies authorization for the sale of a specific property, then the County shall refund the bidder his entire deposit without interest within fifteen (15) days of the Board's rejection of the bid; and bidder shall have no further obligation to, or claim against, the County regarding the bid and sale. If the Board accepts the offer, and authorizes the sale, then the bidder's deposit shall be credited against the purchase price in the Contract of Sale.
9. The balance of the purchase price shall be paid by certified or cashier's check to the County after closing upon delivery of the deed. This closing shall take place within forty five (45) days after acceptance of a bid, and the authorization for the sale, by the Board. All usual adjustments shall be made as of the date of the transfer of title.
10. The County makes no representations or warranties as it relates to the zoning or permitted uses of the Property.
11. Title shall be transferred by a Bargain and Sale Deed, and the Property shall be conveyed subject to all conditions of this Resolution, and subject to all the terms and provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.
12. The County Administrator, County Counsel, County Purchasing Agent, and all other necessary and appropriate County staff are hereby authorized to take all necessary steps to advertise and offer the Property for sale, and to conduct a sale, all in accordance with the Local Lands and Building Law, N.J.S.A. 40A:12-13(b), et seq.
13. No employee, agent, officer, body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval by Resolution of the Board.
14. The Freeholder Director shall execute and the Clerk of the Board to attest to a Contract of Sale for and on behalf of the County with any successful bidder within twenty (20) days after acceptance of the offer and authorization of the sale by the Board upon terms and conditions consistent herewith, and upon any additional terms and conditions which are necessary to effectuate the purposes herein, and to secure the best interest of the County; provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this Resolution.
15. The Purchaser shall not assign or transfer the Contract of Sale, or any interest therein, without the prior written approval of the County. Any assignment or transfer without such approval shall be void, and shall constitute a default and breach.

16. Any resolutions, ordinances, or portions thereof, which are inconsistent with this Resolution shall hereby be repealed to the extent of any such inconsistency.

ADOPTED a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A3

RESOLUTION AUTHORIZING THE AMENDMENT OF THE STATE CONTRACT NUMBER ON A PREVIOUSLY ADOPTED STATE CONTRACT WITH PITNEY BOWES

WHEREAS, a Resolution was previously adopted on January 20, 2016, authorizing a one year agreement with Pitney Bowes under State Contract for the purchase of postage supplies necessary to conduct the business of county government; and

WHEREAS, when the Resolution passed on January 20, 2016 the State Contract number was #A75237. The State has since changed the State Contract number to #A41258; and

WHEREAS, all substantive terms and provisions of the original contract 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 hereby authorizes and the Clerk of the Board to attest to the amendment of the State Contract Number with Pitney Bowes previously adopted by Resolution on January 20, 2016 under State Contract #A75237 to reflect state contract #A41258 in an amount not to exceed \$180,000.00 and term to remain unchanged; and

BE IT FURTHER RESOLVED before any purchase 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 25, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-4

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH GLOUCESTER TOWNSHIP**

WHEREAS, the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties; and

WHEREAS, the County of Gloucester ("County") and the Township of Gloucester ("Township") have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the Township; and

WHEREAS, the County has established a County-wide registration program administered by Community Champions Corporation that will catalogue each Abandoned Property within the Township and identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures; and

WHEREAS, the County and the Township now wish to enter into a Shared Services Agreement for the participation of the Township into the County-wide registration program established by the County and administered by Community Champions Corporation for a period of ten years from May 15, 2015; and

WHEREAS, Community Champions Corporation shall receive a flat fee of \$100.00 per house; the second \$100.00 shall be disbursed by Community Champions Corporation to the Township of Gloucester; the County shall receive no more than \$100.00 per house; any registration fee amount in excess of \$300.00 shall be retained by the Township; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

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 to attest to the Shared Services Agreement between the County and the Township participating in the County-wide registration program established by Gloucester County and administered by Community Champions Corporation for a period of ten years from May 20, 2015; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

SHARED SERVICES AGREEMENT

by and between

TOWNSHIP OF GLOUCESTER
CAMDEN COUNTY, NEW JERSEY

AND

COUNTY OF GLOUCESTER, NEW JERSEY,

FOR THE PARTICIPATION IN A COUNTY-WIDE REGISTRATION
PROGRAM FOR ABANDONED PROPERTIES

Dated: _____

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, ("Shared Services Agreement"), dated this _____ day of _____, 2015, is made by and between the _____, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The Township of Gloucester ("Municipality") is a municipal corporation of the State of New Jersey with offices located at PO Box 8, Chews Landing Road, Blackwood, Camden County New Jersey;
3. The present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties;
4. The County and Municipalities have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the Municipality;
5. Community Champions Corporation is a corporation that provides Property Registration Programs pursuant to a contract with the County, a copy of which is attached as Exhibit A. The terms of said contract are hereby incorporated into this Agreement;
6. The County has established a County-wide registration program administered by Community Champions Corporation that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures;
7. The parties now wish to enter into a Shared Services Agreement for the participation of the municipalities into the County-wide registration program established by the County and administered by Community Champions Corporation; and
8. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

It is the purpose and intent of the Municipality to establish a process to address the deterioration and blight of Municipality neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the Municipality, and to identify, regulate, limit and reduce the number of abandoned properties located within the Municipality.

It is the Municipality's further intent to participate in the County-wide registration program established by Gloucester County and administered by Community Champions Corporation as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties.

B. DESCRIPTION OF SERVICES.

The Municipality shall participate in the County-wide registration system, administered by Community Champions Corporation cataloging each Abandoned Property within the Municipality. Community Champions Corporation shall provide all the required services necessary to develop and implement the real property registry and fee collection program in accordance with the requirements of each Municipality's Ordinance and shall include, but not be limited to, the following:

1. Identify vacant/abandoned properties within the County of Gloucester, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgage, is subject to an application for a tax deed or pending tax assessors lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
2. Notify mortgagee of its requirements to register vacant/abandoned properties, within ten (10) days of the date that the mortgagee declares default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgagee, is subject to an application for a tax deed or pending tax assessors lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
3. Provide mortgagee detailed instructions on how to register the property, identifying information required to complete registry, access to the registry

system, select and identify the local property manager and any other information necessary by the mortgagee to complete the registry of the property.

4. Train and provide support with the responsible person for the lender to electronically register the information.
5. Develop and design or acquire and maintain, through the duration of the engagement, a web-based electronic registry system that affords all mortgagees the opportunity to go on-line and register/abandoned properties as required by municipal ordinances.
6. Provide the County free access to, and training on, the web-based electronic registry system and reporting tools. Also provide any necessary website and reporting tools support to the County.
7. Include in the web-based electronic registry system, at no cost to the County, any properties that have been registered in the County prior to the commencement of any Vendor services hereunder.
8. Provide the record of vacant/abandoned properties, with mortgages declared to be in default, that have not been registered and the current status of the registration process for each property.
9. Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance as well as those that have not met its financial obligations.
10. Provide financial reports reasonably requested by the County.

C. FEES.

Community Champions Corporation shall be the collector of the registration fee established by the municipality. The fee shall be apportioned and distributed as follows:

1. Community Champions Corporation shall receive a flat fee of \$100.00 per house;
2. The second \$100.00 shall be disbursed by Community Champions Corporation to the Municipality;
3. After Vendor receives \$100.00 and Municipality receives \$100.00, County shall receive portion of fee in excess of \$200.00 up to a \$100.00 maximum to the County;
4. Any registration fee amount in excess of \$300.00 shall be retained by the Municipality.

Neither Community Champions Corporation nor the County shall be entitled to any fines

levied by the Municipality for code violations or violations of the registration requirement.

D. DURATION OF AGREEMENT.

This Agreement shall become effective immediately upon authorization, execution and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of 10 years or in accordance with the Contract executed between the County and Community Champions Corporation attached hereto as Exhibit "A".

E. TERMINATION OF AGREEMENT.

1. This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party.
2. Upon termination, any and all data collected by Community Champions Corporation up to the date of termination will remain the property of the parties to this Agreement.
3. Upon termination, a municipality will no longer have access to the program approved by Community Champions Corporation as part of this Shared Services Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither County nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

G. INDEMNIFICATION.

- (a) During the term of this Shared Services Agreement, each entity shall indemnify and shall hold each other entity, the members of its governing body and its officers, agents and employees harmless against, and each indemnifying entity shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which indemnified entity, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action

which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed, work performed, obligation undertaken or not performed in connection with the Project.

- (b) The indemnifying entity at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) Each entity agrees as follows:
 - (i) Each entity shall give each other entity prompt written notice of the filing of each such claim and the institution of each such suit or action;
 - (ii) No entity shall, without the prior written consent of each other entity, adjust, settle or compromise any such claim, suit or action with respect to the Project.

H. COMPLIANCE WITH LAWS AND REGULATIONS.

Each entity agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance.

J. EVENTS OF DEFAULT.

Any one of the following shall constitute an event of default by any defaulting entity:

- 1. continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion;

2. failure by any defaulting entity to perform any other term or condition of this Shared Services Agreement within thirty (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or
3. the filing of a petition by the defaulting entity in bankruptcy or the filing of a petition in bankruptcy against defaulting entity which is not dismissed within sixty (60) days after such filing, or if defaulting entity is adjudged to be bankrupt or determined to be insolvent or if defaulting entity seeks reorganization or liquidation under any federal or State bankruptcy law, or if defaulting entity makes an assignment for the benefit of its creditors.

K. REMEDIES.

Whenever any Event of Default as described in paragraph J., above hereof shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Shared Services Agreement or may terminate this Agreement by written notice to the defaulting party.

L. NO REMEDY EXCLUSIVE.

No remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

N. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Borough or County, in his or her individual capacity, and neither the officers, agents or employees of the Borough or County nor any official executing this Shared Services Agreement shall be liable personally on this

Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

O. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon each other entity and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** All entities shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State,

including all matters of enforcement, validity and performance.

P. **EFFECTIVE DATE.** This Agreement shall be effective as of _____ day of _____, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF GLOUCESTER

C-1

RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01-FINAL WITH SOUTH STATE, INC.

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the county road improvement project known as "Proposed Resurfacing and Safety Improvements to Woodbury-Glassboro Road, County Route 553, from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and the Borough of Wenonah," Federal Project Number STP-4037(108)Con, Engineering Project #14-07FA (hereinafter the "Project"); and

WHEREAS, on June 24, 2015, a Resolution was adopted awarding a contract for the Project to South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08302, for a total contract amount of \$2,686,380.03; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #01-Final for the Contract, which would increase the Contract amount for the Project by \$76,171.96, resulting in a new contract amount of \$2,762,551.99 necessary to reflect final as-built conditions including increases and decreases in items and supplemental items; and

WHEREAS, the Treasurer for the County has certified the availability of funds for Change Order Increase #01-Final with South State in the amount of \$76,171.96, pursuant to CAF# 16-04008, which amount shall be charged against budget line item C-04-15-012-165-12236.

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

1. The hereinabove referenced Change Order Increase #01-Final to increase South State's Contract with the County for the Project in the amount of \$76,171.96, resulting in a new contract amount of \$2,762,551.99, be, and the same is approved and the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the said Change Order for the aforementioned purposes on behalf of the County; and
2. The Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to any required New Jersey Department of Transportation documents regarding the Contract or Change Order for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

5

C-1

Project No.: 14-07FA

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State, Inc
202 Reeves Road, P.O. Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Resurfacing and safety Improvements to Woodbury-Glassboro Road, CR553, from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and in the Borough of Wenonah.
- 3. Date of Original Contract: 24-Jun-15
- 4. P.O. Number: 15-05107
- 5. Amount of Original Contract: \$2,686,380.03
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1 - Final: \$76,171.96
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,762,551.99
- 9. Need or Purpose of this Change Order: Reflects the increases and decreases of quantities and supplemental item are based on actual as built quantities used to satisfactorily complete the project. This is a Federally Funded project.

This change order requested by [Signature] on 4.26.16
(Department Head) (Date)

Accepted by [Signature] on 4/26/16
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Chad M. Bruner By: _____
Administrator/Clerk of the Board 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.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04008

Pg 1

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GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

**V
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R**

SOUTH STATE INC
PO BOX 68
202 REEVES ROAD
BRIDGETON, NJ 08302

VENDOR #: SOUTH290

ORDER DATE: 05/12/16
REQUISITION NO: R6-03263
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	14-07FA CONSTRUCTION CONTRACT RESURFACING AND SAFETY IMPROVEMENTS TO WOODBURY-GLASSBORO RD (CR 553) FROM WOODCREEK RD TO TYLERS MILL RD IN DEPTFORD TWP, MANTUA TWP & WENONAH FEDERAL PROJECT STP-4037(108)CON ENGINEERING PROJECT #14-07FA PASSED BY RESOLUTION: JUNE 24, 2015	C-04-15-012-165-12236 Wood-glas Rd Tylers Mill-woodcreek (SA)	76,171.9600	76,171.96
			TOTAL	76,171.96

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION		APPROVAL TO PURCHASE	
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.		DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW	
X	VENDOR SIGN HERE	DATE		TREASURER / CFO	
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE	DEPARTMENT HEAD	DATE	PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

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

Sheet 1 of 3
Order No: 1-Final
Order Letter: _____
Date: 03/24/2016

Project: Resurfacing and Safety Improvements to Woodbury-Glassboro Road, CR553, from Woodcreek Road to Tyiers Mill Road in the Townships of Deptford and Mantua and in the Borough of Wenonah, Gloucester County, NJ

Federal Project No: STP-4037(108)Con Doc. No. _____
Contractor: South State, 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: Woodbury-Glassboro Road, Townships of Deptford & Mantua and Borough of Wenonah, Gloucester County, NJ

Nature and reason for order: Closeout Change Order. Increases, decreases quantities and supplemental item are based on actual as built quantities used to satisfactorily complete the project.

Extension Reduction of time recommended for this order: 49 days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Original Contract Amount	\$2,686,380.03	\$0.00	\$2,686,380.03
Adjusted amount based on C. O. No. 1 Final:	\$2,762,551.99	\$0.00	\$2,762,551.99

CONTRACT TIME
Original Completion Date: 10/18/2015
Adjustment This Order: (+ or -) <u>49 Days</u>
Previous Adjustments: (+ or -) <u>0</u>
Adjusted Completion Date: 12/4/15

ORDER NO. 1 - Final	<input checked="" type="checkbox"/> Road	Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
Extra Work:	\$3,659.67	\$0.00	\$3,659.67
Increases:	\$241,485.98	\$0.00	\$241,485.98
Decreases:	(\$168,973.69)	\$0.00	(\$168,973.69)
Total:	\$76,171.96	\$0.00	\$76,171.96

RESERVED FOR FHWA OR
F.T.A.

Recommended:

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

4-26-16
Date

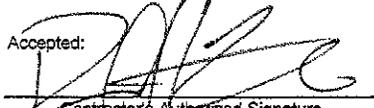
Approved:

Robert M. Dammingier
Freeholder Director

Date

Approved for Funding Participation Purposes:

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

Accepted:

Contractor's Authorized Signature

4/26/16
Date

Name: David Leuerck
Title: PROJECT MANAGER

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

Unprotested
 Protested by letter dated _____ attached.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 2 of 3
Order No: 1-Final
Order Letter:
Date:03/31/2016

Project: Resurfacing and Safety Improvements to Woodbury-Glassboro Road, CR553, from Woodcreek Road to Tylers Mill Road in the Townships of Deptford and Mantua and in the Borough of Wenonah, Gloucester County, NJ
Federal Project No: STP-4037(108)Con Doc. No. _____
Contractor: South State, Inc.

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
EXTRA WORK				
SUP 1	Replace Inlet Type E Casting	1	\$3,659.67	\$3,659.67
SUBTOTAL EXTRA WORK				\$3,659.67
INCREASES				
7	Tack Coat	566.00	\$4.50	\$2,547.00
9	Dense Graded Aggregate Base Course, 6" Thick	111.11	\$5.00	\$555.55
10	Hot Mix Asphalt 19M64 Base Course, 4" Thick	13.78	\$70.00	\$964.60
11	9"x16"x12" Monolithic Concrete Vertical Curb and Gutter	208.00	\$40.00	\$8,320.00
14	Bicycle Safe Grates	4.00	\$400.00	\$1,600.00
16	9"x16" Concrete Vertical Curb	172.00	\$33.00	\$5,676.00
20	Reset Existing Castings	8.00	\$75.00	\$600.00
21	Reset Water Valve Boxes	6.00	\$9.50	\$57.00
23	Concrete Sidewalk, 4" Thick	83.81	\$100.00	\$8,381.00
26	Traffic Markings, Thermoplastic	340.00	\$3.30	\$1,122.00
27	Traffic Stripes, Long-Life, Epoxy Resin, 4"	14,359.00	\$0.29	\$4,164.11
28	Regulatory, Warning and Guide Signs	4.38	\$24.00	\$105.12
31	RPM, Bi-Directional, Amber Lens	33.00	\$25.00	\$825.00
32	RPM, Bi-Directional, Blue Lens	1.00	\$25.00	\$25.00
34	RPM, Bi-Directional, Red/White Lens	85.00	\$25.00	\$2,125.00
38	Police Traffic Directors	577.00	\$60.00	\$34,620.00
45	Temporary Traffic Stripes	25,310.00	\$2.55	\$64,540.50
58	30" and Variable Pipe Lining	625.00	\$150.00	\$93,750.00
60	Polymerized Joint Adhesive	934.00	\$3.00	\$2,802.00
102	Foundation, Type SFK	1.00	\$3,000.00	\$3,000.00
110	3" Rigid Metal Conduit	37.00	\$55.00	\$2,035.00
113	Traffic Signal Standard, Aluminum	1.00	\$4,000.00	\$4,000.00
117	Traffic Signal Cable, 7 Conductor	91.00	\$2.10	\$191.10
119	Service Wire No. 6 AWG	27.00	\$2.00	\$54.00
SUBTOTAL INCREASES				\$241,485.98

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
DECREASES				
3	Excavation, Unclassified	(46.30)	\$5.00	(\$231.50)
4	HMA Milling, 2 1/2" and Variable	(2,405.71)	\$1.00	(\$2,405.71)
5	Hot Mix Asphalt 12.5M76 Surface Course, 2 1/2" Thick	(14.85)	\$88.00	(\$1,306.80)
6	Hot Mix Asphalt 9.5H64 Leveling Course	(100.00)	\$75.00	(\$7,500.00)
8	Prime Coat	(100.00)	\$0.01	(\$1.00)
12	Concrete Driveway, Reinforced, 6" Thick	(250.00)	\$100.00	(\$25,000.00)
13	Hot Mix Asphalt Driveway, 2" Thick	(232.00)	\$10.00	(\$2,320.00)
17	Partial Depth Concrete Repair	(500.00)	\$1.15	(\$575.00)
18	Full Depth Concrete Repair, Concrete Class A	(491.12)	\$1.25	(\$613.90)
22	Reset Gas Valve Boxes	(14.00)	\$0.50	(\$7.00)
24	Detectable Warning Surface (Brick Pavers)	(7.36)	\$300.00	(\$2,208.00)
25	Removal of Traffic Stripes	(784.00)	\$0.70	(\$548.80)
29	Reflective U-Post Inserts	(6.00)	\$35.00	(\$210.00)
33	RPM, Bi-Directional, White Lens	(265.00)	\$25.00	(\$6,625.00)
35	Turf Repair Strip	(3,609.00)	\$0.10	(\$360.90)
36	Construction Signs	(18.00)	\$9.00	(\$162.00)
39	Flashing Arrow Board, 4' x 8'	(2.00)	\$1.00	(\$2.00)
40	Traffic Control Truck With Mounted Crash Cushions	(1.00)	\$100.00	(\$100.00)
42	Drum	(500.00)	\$0.01	(\$5.00)
43	Traffic Cone	(400.00)	\$0.01	(\$4.00)
44	Breakaway Barricade	(100.00)	\$0.01	(\$1.00)
47	Topsoiling, 4" Thick	(250.00)	\$10.00	(\$2,500.00)
48	Fertilizing and Seeding, Type A-3	(250.00)	\$1.00	(\$250.00)
49	Straw Mulching	(250.00)	\$1.00	(\$250.00)
50	Rip-Rap Stone Slope Protection, 24" Thick	(1,220.60)	\$1.75	(\$2,136.05)
51	Bridge Railing (One Rail, Aluminum)	(5.20)	\$150.00	(\$780.00)
52	Epoxy Waterproofing (Grey)	(150.00)	\$14.00	(\$2,100.00)
59	Sawing and Sealing Joints in Hot Mix Asphalt Overlay	(17,545.00)	\$0.25	(\$4,386.25)
112	2 1/2" Rigid Metal Conduit	(8.00)	\$30.00	(\$240.00)
118	Traffic Signal Cable, 5 Conductor	(119.00)	\$2.00	(\$238.00)
122	Asphalt Price Adjustment	(2,072,646)	\$40,000.00	(\$82,905.84)
123	Fuel Price Adjustment	(4,850,043)	\$5,000.00	(\$23,250.24)
SUBTOTAL DECREASES				(\$168,973.69)
Total Amount Change Order No.1 - Final				\$76,171.96

Amount of Original Contract: \$2,686,380.03
Adjusted Amount Based on Change Order No. 1 - Final: \$2,762,551.99
Total Change (+ or -): \$76,171.96
% of Change in Contract: [(+) increase or (-) Decrease] 2.83548713%

C-2

**RESOLUTION CONSENTING TO THE PROPOSED WATER
QUALITY MANAGEMENT (WQM) PLAN AMENDMENT
ENTITLED DRP GIBBSTOWN LOGISTICS CENTER**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester (“the Board”) desires to provide for the orderly development of wastewater facilities within Gloucester County; and

WHEREAS, 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; 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 May 16, 2016 for DRP Gibbstown Logistics Center has been prepared by Langan Engineering and Environmental Service, Inc.

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

1. The Board hereby consents to the amendment entitled DRP Gibbstown Logistics Center, and publicly noticed on May 16, 2016, prepared by Kevin Webb of Langan Engineering & Environmental Services, Inc., for the purpose of its incorporation into the applicable WQM plan(s); and
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

**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 Plan (WQMP). This amendment proposal was submitted by Langan Engineering and Environmental Services, Inc. on behalf of Delaware River Partners, LLC, and proposes to expand the sewer service area (SSA) of the Greenwich Township Sewage Treatment Plant (STP) by approximately 22.8 acres to include the proposed development of a cold storage distribution center consisting of two warehouses on Block 8, Lot 4 in Greenwich Township, Gloucester County. This project is identified as "DRP Gibbstown Logistics Center," Project Identification No. 435433, Activity No. AMD160001. This amendment proposal would update the Greenwich Township Wastewater Management Plan, the Gloucester County Non-Consolidated Future Wastewater Service Area (FWSA) map, as well as the Tri-County WQMP.

This proposed amendment has been reviewed in accordance with the Water Quality Management Planning rules, N.J.A.C. 7:15-1 et seq., and is in compliance with the regulatory criteria established at N.J.A.C. 7:15-5.24 and 5.25.

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. Pursuant to N.J.A.C. 7:15-5.24(b), ESAs are defined based on a composite geographic information systems (GIS) analysis, 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 (C1) special water resource protection areas, and wetlands,

alone or in combination. ESAs are required to be excluded from the SSA except as provided in accordance with N.J.A.C. 7:15-5.24(e)-(h).

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 SSAs except as provided under N.J.A.C. 7:15-5.24(e)-(h). State Endangered Bald Eagle habitat has been identified on site, and in accordance with N.J.A.C. 7:15-5.24(e)1, the applicant submitted a habitat suitability determination, prepared by Ramboll Environ, rebutting the presumption that the environmental data identified above is correct. Upon review of the habitat suitability determination, the Department concurs with the findings of Ramboll Environ that the mapped habitat is not suitable for the State Endangered Bald Eagle. No suitable habitat has been included in the proposed SSA.

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). No Natural Heritage Priority Sites were identified on this site.

In accordance with N.J.A.C. 7:15-5.24(b)3, special water resource protection areas along C1 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). No C1 special water resources protection areas were identified onsite.

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). In accordance with 7:15-5.24(e)2, Letter of Interpretation, L.O.I. # 0807-07-0002.1 was submitted, which delineates the wetlands

identified on site and their associated 50 foot and 150 foot buffers, and these areas are not proposed for inclusion in the SSA.

In accordance with N.J.A.C. 7:15-5.24(c)1-3, lands within certain coastal planning areas (Coastal Fringe, Coastal Rural, and Coastal Environmentally Sensitive Planning Areas) are not to be included in the proposed SSA. The project site is not in a coastal planning area.

In accordance with N.J.A.C. 7:15-5.24(d)1-4, the Department evaluated this project for the presence of 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, specifically designated beaches, coastal high hazard areas, and dunes. The project site is not within any special restricted areas.

In accordance with N.J.A.C. 7:15-5.25(h)1, the projected wastewater flow of the project has been evaluated. Warehouse #1 proposes 12,000 square feet (SF) of office space and 125 peak-shift dedicated employees, while Warehouse #2 proposes 9,500 SF of office space and 42 peak-shift dedicated employees. In accordance with N.J.A.C. 7:14A-23.3, the projected wastewater flow for 21,500 SF is estimated to be 2,150 gallons per day (gpd) ($21,500 \text{ SF} \times 0.1 \text{ gpd}$), and the projected wastewater flow for 167 employees is calculated to be 8,350 gpd ($167 \text{ dedicated peak shift employees} \times 25 \text{ gpd} \times 2 \text{ shifts each}$). The total wastewater flow is projected to be 10,500 gpd. Currently, the Greenwich Township STP, which serves only Greenwich Township, is permitted to discharge 1 million gallons per day (MGD) of treated wastewater to the Delaware River under NJDPES permit number NJ0030333. Although the NJPDES permitted flow is 1 MGD, a Treatment Works Approval (TWA) issued by the Department on August 9, 2005 for plant upgrades limits the flow to 0.773 MGD. The average of the last twelve months of discharge monitoring data show that the Greenwich Township STP has discharged an average daily flow of approximately 0.5 MGD, leaving 0.5 MGD of available capacity. The additional 0.0105 MGD of wastewater required for this project is within the available

capacity limits. Additionally, the original capacity analysis in the Greenwich Township WMP for Greenwich Township STP projects a total build-out flow for the previously adopted SSA of 0.77 MGD. Note that the previously adopted SSA included 589 more acres of SSA than the currently adopted SSA, which was updated by the Gloucester County Non-Consolidated FWSA map amendment, adopted September 4, 2013. If the Greenwich Township STP SSA were to be expanded by this amendment, there would still be excess capacity for other undeveloped portions of the Greenwich Township STP SSA.

In accordance with N.J.A.C. 7:15-5.25(h)3, the water supply need for the proposed project has been evaluated. Water would be provided by the Greenwich Township Water Department which holds PWSID #0807001 and currently has a water supply surplus of 14.895 million gallons per month (MGM) or 496,000 gpd. Pursuant to N.J.A.C. 5.10-12.6(b)2, Table 1, the daily water demand for an office is 0.125 gpd and for an industrial facility, 25 gpd per employee per 8-hour shift. For warehouse #1, 12,000 SF of office space and 125 employees multiplied by two shifts each, equates to a total water supply demand of 7,750 gpd. For warehouse #2, 9,500 SF of office space and 42 employees multiplied by two shifts each, equates to 3,288 gpd. The total water supply demand for both warehouses is 11,038 gpd, which is well within the available water supply surplus.

In accordance with N.J.A.C. 7:15-5.25(h)4, a project or activity's stormwater management is to be evaluated. Compliance with this standard can be demonstrated by submission of an adopted stormwater management plan and ordinance that conform with the requirements of N.J.A.C. 7:8. The project is in compliance with this standard, as Greenwich Township has adopted stormwater control ordinance # 17-2007, as approved by Gloucester County, which complies with the performance standards of the Stormwater Management rules at N.J.A.C. 7:8. The county and local governments are responsible for review and implementation of the Stormwater Management rules during their review and approval of the proposed development.

In accordance with N.J.A.C. 7:15-5.25(h)5i, riparian zones shall be protected from avoidable disturbance. Riparian zones or buffers are established along all surface waters, based on the surface water body's classification designated at N.J.A.C. 7:9B, under the following regulations: the Flood Hazard Area Control Act Rules, the Stormwater Management rules, and the Water Quality Management Planning rules. There are no riparian zones on the project site.

In accordance with N.J.A.C. 7:15-5.25(h)6, proposed development disturbance is not to be located in areas with steep slopes, defined as any slope greater than 20 percent. There are no steep slopes on the project site.

This proposed amendment represents only one part of the permit process and other issues may need to be addressed prior to final permit issuance. These issues 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; development in wetlands and flood prone areas, or other environmentally sensitive areas which are subject to regulation under Federal or State statutes or rules. Approval of this amendment does not eliminate the need for any permits, approvals or certifications required by any Federal, State, County or municipal review agency with jurisdiction over this project/activity.

Sewer service to any particular project is subject to contractual arrangements between municipalities, authorities and/or private parties, and is not guaranteed by this amendment.

This notice is being given to inform the public that a plan amendment has been proposed for the Tri-County WQMP. All information related to the WQMP 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 Kevin Webb, Senior Associate, Langan Engineering & Environmental Services, Inc., 989 Lenox Drive, Suite 124, Lawrenceville, NJ 08648. 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.



Colleen Kokas, Director
Office of WRM Coordination
Department of Environmental Protection

4-5-16
Date

C-3

**RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S
SHARE OF THE FISCAL YEAR 2016 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 2016; 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. #16-03560, which amount shall be charged against budget line item 6-01-21-180-001-20239.

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 2016 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 25, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

C-3

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-03560

ORDER DATE: 05/02/16
REQUISITION NO: R6-03766
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

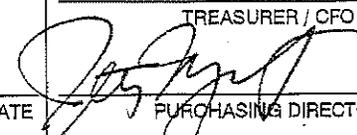
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GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR. Building A
CLAYTON, NJ 08312
856-307-6650

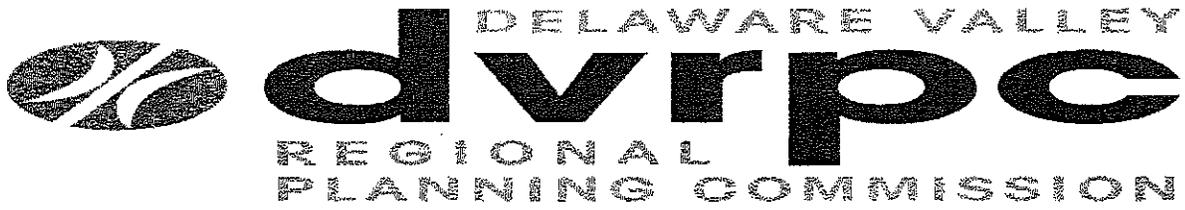
**V
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R**
VENDOR #: DVRPC005
DVRPC
190 N. INDEPNANCE MALL WEST
8TH FLOOR
PHILADLEPHIA, PA 19106

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	DVRPC Gloucester County's Share of DVRPC's Annual Contribution Agreement for the Approved Planning Work Program for Fiscal Year 2016	6-01-21-180-001-20239 Professional Technical Services	39,843.0000	39,843.00
			TOTAL	39,843.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>
X VENDOR SIGN HERE _____ DATE _____			
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	TREASURER / CFO  PURCHASING DIRECTOR	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



The ACP Building, 190 N. Independence Mall - West
 8th Floor, Philadelphia, PA 19106-1520

Phone: (215) 592-1800
 FAX: (215) 925-4886

➤ INVOICE ➤

December 4, 2015
 Invoice 2016-9

Gloucester County

Gloucester County's Share of DVRPC's Annual Contribution Agreement for the Approved Planning Work Program for Fiscal Year 2016	
TOTAL AMOUNT DUE.....	\$39,843.00
PLEASE MAKE CHECKS PAYABLE TO DVRPC.	

9-1

**RESOLUTION ESTABLISHING A PUBLIC HEARING DATE OF JULY 6, 2016
REGARDING POSSIBLE ACQUISITION BY THE COUNTY OF BLOCK 3, LOT 6 IN
THE TOWNSHIP OF WOOLWICH, WITH OPEN SPACE PRESERVATION TRUST
FUNDS**

WHEREAS, through a County Public Question in November, 1993, the voters of Gloucester County (hereinafter the "County") approved the establishment of an Open Space Trust Fund to be used in part for the preservation of open space and farmland in the County; and

WHEREAS, the County Board of Chosen Freeholders adopted The Open Space Preservation Trust Fund Tax in April, 1997 and the County Farmland Preservation, Open Space Protection and Recreational Needs Study was adopted in May, 1997; and

WHEREAS, N.J.S.A. 40:12-15.3b in pertinent part requires that a county shall not expend more than \$100,000.00 for any proposed open space project unless the governing body of the county first conducts a public hearing; and

WHEREAS, the County is now contemplating acquiring a parcel from Daybreak Farms, L.P., which is known as Block 3, Lot 6, on the Official Tax Map of the Township of Woolwich, (hereinafter collectively the "Property"), with the use of Open Space Preservation Trust Funds (hereinafter "Open Space Funds").

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that a public hearing regarding the possible acquisition by the County of the Property utilizing County Open Space Funds for recreation and conservation purposes, as required by law, be, and the same hereby is, scheduled for July 6, 2016, to be held at 7:30 PM in the Ceremonial Courtroom, Old Gloucester County Courthouse, 1 North Broad Street, Woodbury, New Jersey; and

BE IT FURTHER RESOLVED, that the Director of the Office of Land Preservation is hereby directed and authorized to publish a notice of the said public hearing in a daily or weekly newspaper of general circulation in the County; and

BE IT FURTHER RESOLVED, that copies of the said notice shall be posted in the Offices of the Clerk of the Board of Chosen Freeholders, the County Clerk, and the Office of Land Preservation, at least ten (10) days prior to the hearing; and

BE IT FURTHER RESOLVED, that copies of the said notice shall be mailed to the Clerk of the Township of Woolwich, upon adoption of this Resolution; and

BE IT FURTHER RESOLVED, that the public be, and the same hereby are, invited to submit written comments pertaining to the subject of the said public hearing described herein to the Board of Chosen Freeholders on or before July 5, 2016; and

BE IT FURTHER RESOLVED, that any such written comments, or requests for additional information, should be directed to Ken Atkinson, Director, Office of Land Preservation, Building "E", 1200 North Delsea Drive, Clayton, NJ, 08312; Phone number: (856) 307-6451; e-mail: landpreservation@co.gloucester.nj.us.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 25, 2016, at Woodbury, Gloucester County, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Handwritten initials/signature

RESOLUTION AUTHORIZING THE PURCHASE OF THE DEVELOPMENT RIGHTS EASEMENTS FOR FARM PROPERTY OWNED BY WAYNE BIAGI AND MARYBETH BIAGI, FOR \$109,185.00

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, Wayne Biagi and Marybeth Biagi, having presented themselves as the owners of the land and premises located in the Township of Franklin (hereinafter "Franklin"), and known as Block 6401, Lot 1, on the Official Tax Map of the Township of Franklin, and the land and premises located in the Township of Monroe (hereinafter "Monroe"), and known as Block 7001, Lots 14 and 18, on the Official Tax Map of the Township of Monroe, (hereinafter collectively the "Property"), which consists of approximately 25.10 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Wayne Biagi and Marybeth Biagi, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$109,185.00 which is the total purchase price for same; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of \$109,185.00, pursuant to CAF# 16-04003, 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 Wayne Biagi and Marybeth Biagi, in the Township of Franklin, and Township of Monroe, County of Gloucester, State of New Jersey for \$109,185.00; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Wayne Biagi and Marybeth Biagi, in regard to the County's purchase of development easements in the farm premises known as Block 6401, Lot 1 in the Township of Franklin, and Block 7001, Lots 14 and 18, in the Township of Monroe, 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 to attest to same; and
3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Er

CONTRACT TO SELL DEVELOPMENT EASEMENT

WAYNE BIAGI & MARYBETH BIAGI

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **WAYNE BIAGI & MARYBETH BIAGI**, having an address of 3653 Dutch Mill Road, Newfield, NJ, 08344
(hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: **Lot 1, Block 6401, in the Township of Franklin, and Lots 4 and 18, Block 7001, in the Township of Monroe County of Gloucester, and State of New Jersey**
(hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **\$ 4,350.00** ASSUMED ACREAGE: **Approximately 25.10 acres**

ESTIMATED GROSS SALES PRICE: **\$109,185.00**

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE**

OF EXCEPTION AREAS: **1 / .50 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 advisors. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

a. sue for specific performance;

b. cancel the agreement;

c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;

d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;

e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part,

to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any

other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the

statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BY: _____
WAYNE BIAGI

Social Security Number

BY: _____
MARYBETH BIAGI

Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____
WAYNE BIAGI

Date

BY: _____
MARYBETH BIAGI

Date

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 16-04003

Pg 1

**S
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GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

VENDOR #: PRES1010

**V
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R**

PRESIDENTIAL TITLE AGENCY INC
PO BOX 1367
1546 BLACKWOOD-CLEMENTON
BLACKWOOD, NJ 08012

ORDER DATE: 05/12/16
REQUISITION NO: R6-04218
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution to acquire a development easement on the farm property of Wayne Biagi and Marybeth Biagi located in the Township of Franklin known as Block 6401, Lot 1 and in the Township of Monroe known as Block 7001, Lots 14 and 18 consisting of approximately 25.10 acres at \$4,350.00 per acre for a total amount of \$109,185.00 for farmland preservation.	T-03-08-509-372-20548 Farmland Preservation	109,185.0000	109,185.00
			TOTAL	109,185.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO

PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

R. W. Frankenfield Associates

Real Estate Appraiser and Consultant

521 Middle Road
Hammonton, New Jersey 08037
Phone: 609-457-9570
Fax: 609-704-8665

April 6, 2015

Mr. Kenneth Atkinson, Director
Farmland Preservation Program
Gloucester County
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal Report of Biagi #2 Property

3681 Dutch Mill Road,
Block 6401, Lot 1, Franklin Township
Block 7001, Lots 14, 18, Monroe Township
Gloucester County, NJ

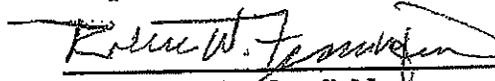
Dear Mr. Atkinson:

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 March 10, 2015, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$9,500.	\$285,000.
Estimate of Property Value, After:	\$5,000.	\$150,000.
Estimate of Development Easement Value:	\$4,500.	\$135,000.

Respectfully Submitted,



Robert W. Frankenfield
SCGRE 42RG00061300

CERTIFICATION

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I 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.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My 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 County of Gloucester, 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.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no 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.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 30+/- Net Acres
Before Easement	\$9,000	\$270,000
After Easement	\$4,800	\$144,000
Value of Development Easement	\$4,200	\$126,000


STEVEN W. BARTELT, MAI, SRA

18 March 2015

LEGEND OF ACQUISITION

PURPORTED OWNER:	WAYNE & MARYBETH BIAGI 3653 DUTCH MILL ROAD NEWFIELD, NJ 08344 PINEY HOLLOW NURSERY
PROJECT NAME:	
FEDERICI & AKIN, PA JOB NO.	15161
MUNICIPALITY:	TOWNSHIP OF FRANKLIN
BLOCK:	6401
LOT:	1
MUNICIPALITY:	TOWNSHIP OF MONROE
BLOCK:	7001
LOTS:	14 & 18
INTEREST:	100 %
ACRES:	26.27 ACRES
SUBJECT TO:	
ACRES OF EXCEPTION	0.50 ACRES
ACRES IN ROAD:	0.67 ACRES
ACRES UNDER WATER:	0.34 ACRES
COUNTY:	GLoucester COUNTY
AREA SUMMARY:	
TOTAL ACRES ACQUIRING:	26.27 ACRES
TOTAL EASEMENT AREA TO BE OBTAINED:	25.10 ACRES
TOTAL AREA IN ROAD:	0.67 ACRES
TOTAL AREA UNDER WATER:	0.34 ACRES
TOTAL FARMED AREA INCLUDING HOOP HOUSES	16.6 ACRES
TOTAL WOODLANDS AREA	7.4 ACRES
TOTAL YARD AREA	0.8 ACRES
TOTAL AREA NJ CLAIM:	0.00 ACRES
TOTAL AREA OVERLAP	0.00 ACRES
TOTAL AREA CLOUDED TITLE	0.00 ACRES
TOTAL EXCEPTION AREA	0.50 ACRES

BLOCK 6401
LOT 72

9-3

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS
EASEMENT FOR FARM PROPERTY OWNED BY CLAIRE D. BARTHOLOMEW
FOR \$287,040.00**

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, Claire D. Bartholomew, having presented herself as the owner of the land and premises located in the Township of Harrison (hereinafter "Harrison"), and known as Block 5, Lot 6, and Block 5. Lot 17.01, on the Official Tax Map of the Township of Harrison (hereinafter collectively the "Property"), which consists of approximately 22.08 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Claire D. Bartholomew, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

WHEREAS, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$287,040.00 which is the total purchase price for same; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of \$287,040.00, pursuant to CAF# 16-04004, 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 Claire D. Bartholomew, in the Township of Harrison, County of Gloucester, State of New Jersey for \$287,040.00; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Claire D. Bartholomew, in regard to the County's purchase of development easements in the farm premises known as Block 5, Lot 6, and Block 5, Lot 17.01, in the Township of Harrison, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and

3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, May 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

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CONTRACT TO SELL DEVELOPMENT EASEMENT

CLAIRE D. BARTHOLOMEW

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **CLAIRE D. BARTHOLOMEW**, having an address of 307
Richwood Road, Mullica Hill, NJ, 08062
(hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices
at 2 South Broad Street, Woodbury, New Jersey 08096
(hereinafter "Buyer")

PROPERTY: **Lots 6 and 17.01, Block 5, in the Township of Harrison,
County of Gloucester, and State of New Jersey**
(hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **\$13,000.00** ASSUMED ACREAGE: **Approximately
22.08 acres**

ESTIMATED GROSS SALES PRICE: **\$287,040.00**

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE**

OF EXCEPTION AREAS: **2 / .74 acre severable exception
.10 acre 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 advisers -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

BUYER:

COUNTY OF GLOUCESTER

BY: _____
CLAIRE D. BARTHOLOMEW

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

BY: _____
CLAIRE D. BARTHOLOMEW

_____ Date

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

16-04004

NO.

ORDER DATE: 05/12/16
REQUISITION NO: R6-04224
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC. CO LAND PRESERVATION
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6451

VENDOR #: WESTJ010

**V
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R**

WEST JERSEY TITLE AGENCY
OF SALEM COUNTY, INC
15 SOUTH MAIN STREET
WOODSTOWN, NJ 08098

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution to acquire a development easement on the farm property of Claire D. Bartholomew located in the Township of Harrison, known as Block 5, Lot 6 and Block 5, Lot 17.01 consisting of approximately 22.08 acres at \$13,000.00 per acre for a total amount of \$287,040.00 for farmland preservation.	T-03-08-509-372-20548 Farmland Preservation	287,040.0000	287,040.00
			TOTAL	287,040.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION		APPROVAL TO PURCHASE	
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.		DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW	
X					
VENDOR SIGN HERE		DATE		TREASURER / CFO	
TAX ID NO. OR SOCIAL SECURITY NO.		DATE		PURCHASING DIRECTOR	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD		DATE	

VOUCHER COPY, SIGN AT V AND RETURN FOR PAYMENT

LEGEND OF ACQUISITION

PURPORTED OWNER:	CLAIRE D BARTHLOMEW 307 RICHWOOD ROAD MULLICA HILL, NJ 08020 BARTHLOMEW PROPERTY
PROJECT NAME:	
FEDERICI & AKIN, PA JOB NO.	15190
MUNICIPALITY:	TOWNSHIP OF HARRISON
BLOCK:	5
LOTS:	6 & 17.01
INTEREST:	100 %
ACRES:	22.99 ACRES
SUBJECT TO:	
ACRES OF EXCEPTION	0.84 ACRES
ACRES IN ROAD:	0.07 ACRES
ACRES UNDER WATER:	0.3 ACRES
COUNTY:	GLoucester COUNTY
AREA SUMMARY:	
TOTAL ACRES ACQUIRING:	22.99 ACRES
TOTAL EASEMENT AREA TO BE OBTAINED:	22.08 ACRES
TOTAL AREA IN ROAD:	0.07 ACRES
TOTAL AREA UNDER WATER:	0.3 ACRES
TOTAL FARMED AREA	16.0 ACRES
TOTAL WOOD/BRUSH AREA	4.0 ACRES
TOTAL YARD AREA INCLUDING STRUCTURES	2.6 ACRES
TOTAL AREA NJ CLAIM:	0.00 ACRES
TOTAL AREA OVERLAP	0.00 ACRES
TOTAL AREA CLOUDED TITLE	0.00 ACRES
TOTAL EXCEPTION AREA	0.84 ACRES



LE

LOT 7.02 BLOCK 5

FND. PIPE MARKING
TOP OF CONC. MON.
BROKEN OFF

7.03 BLOCK 5
3 M HOLDING LLC
BOOK 5115, PAGE 280

ESS EASEMENT TO LOT 6
BOOK 5115, PAGE 280

#4

**RESOLUTION AUTHORIZING CONTRACTS WITH WEST JERSEY TITLE AGENCY,
FOUNDATION TITLE, LLC, AND TITLE AMERICA AGENCY TO PROVIDE TITLE WORK
FROM MAY 26, 2016 TO MAY 25, 2017 IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR
EACH CONTRACT**

WHEREAS, from time to time the County of Gloucester (hereinafter the "County") has a need for title work and related services in land and/or development right acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

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

WHEREAS, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- West Jersey Title Agency, 15 South Main Street, Woodstown, NJ, 08098
- Foundation Title, LLC, 13000 Lincoln Drive West, Suite 201, Marlton, NJ, 08053
- Title America Agency, 185 White Horse Pike, Berlin, NJ, 08089

WHEREAS, each said contract for title work and related services would be for estimated services in an amount not to exceed \$40,000.00, as per RFP #016-025; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any purchase, so that no Certificate of Availability of Funds are required at this time.

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

1. That contracts for title work and related services for land and/or development right acquisitions by the County be awarded to: WEST JERSEY TITLE AGENCY; FOUNDATION TITLE, LLC; and TITLE AMERICA AGENCY, as needed from May 26, 2016 to May 25, 2017, and each for an amount not to exceed \$40,000.00; and,
2. That the Director of the Board is hereby authorized the execute and the Clerk of the Board is hereby authorized to attest to the contracts for the aforementioned purpose on behalf of the County; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awards, 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; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contracts, 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 25, 2016, Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

8-4

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND WEST JERSEY TITLE AGENCY**

THIS CONTRACT is made this 25th day of **May, 2016**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **West Jersey Title Agency**, with offices at 15 South Main Street, Woodstown, NJ, 08098, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of title work and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from May 26, 2016 to May 25, 2017, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated February 19, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP"). The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 16-025, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 16-025.

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 perform the services which 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 expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP# 16-025 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 16-025, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 16-025, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 25th day of May, 2016.

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.

COUNTY OF GLOUCESTER

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

WEST JERSEY TITLE AGENCY

BY: _____
JOHN D. BURKE, PRESIDENT

RFP #16-025

Title Work, Title Insurance and Settlement
Services for land and/or development right
acquisitions for the Gloucester County
Office of Land Preservation, Department of
Public Works, and/or other unspecified
projects.

Submitted By:

West Jersey Title Agency
15 South Main St
Woodstown NJ 08098
856 769-9500
856 7694546 (fax)
jburke@westjerseytitle.com

ESTIMATED COST PLAN

\$550,000.00 TITLE POLICY

ENGINEERING/SPECIAL PROJECT SEARCHES

ESTIMATED ANNUAL PROJECT COST

TOTAL ESTIMATED ANNUAL PROJECT COST \$37,270.00

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-16-025 - Title Work – West Jersey Title Agency

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. Proposal contains all required checklist information <u>5</u> points All required Paperwork submitted	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Recent experience with staff on preservation projects.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Has worked on County farmland, open space preservation, and engineering/special projects.	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements. <u>25</u> points Cost is inclusive of most required settlement items.	23
E. Reasonableness of Cost Proposal <u>20</u> points 2 nd lowest proposal submitted.	19
TOTALS	95

E-4

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FOUNDATION TITLE, LLC**

THIS CONTRACT is made this 25th day of **May, 2016**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Foundation Title, LLC**, with offices at 601 Route 73 North, Suite 201, Marlton, NJ, 08053 hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of title work and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from May 26, 2016, to May 25, 2017, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 7, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP"). The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 16-025, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 16-025.

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 perform the services which 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 expenses 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. 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

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

15. 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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. CONTRACT PARTS. This Contract consists of this Contract document, RFP# 16-025 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 16-025, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 16-025, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this **25th** day of **May**, 2016.

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.

COUNTY OF GLOUCESTER

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FOUNDATION TITLE, LLC

BY: _____
MARK D'AGOSTINO, CO-MANAGING MEMBER

FOUNDATION

TITLE

March 7, 2016

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

RE: RFP #016-025

Request for Proposal for Title Work, Title Insurance and Settlement Services

Dear Mr. Mercanti:

Foundation Title, LLC is pleased to provide the following information in reply to your request for a proposal for title work.

Technical Proposal:

(A.) Our South Jersey regional headquarters is located at Four Greentree Centre, 601 Route 73 North, Suite 201, Marlton, NJ. This office is staffed with qualified title examiners, a production department, title coordinators and closing personnel.

Our Gloucester County branch is located at 57 Euclid Street in Woodbury and is staffed with title coordinators and closing personnel.

(B.) Foundation Title was founded in 2005 by a group of experienced title industry professionals. Our current staff consists of 110 employees all experienced in various aspects of title, including searching, examining and closing.

(C.) The Co-Managing Members of Foundation Title, LLC are Mark D'Agostino and Edward Rickenbach, Jr., both have worked in the title insurance industry for over 30 years. Their backgrounds include sales, closings and management for both a title agency and national underwriter.

Our title examination department consists of:

Denis Miller, Esq. – his title experience in the real estate industry spans over 35 years. He has worked in private practice and also serves as in-house counsel. Denis currently works closely with our underwriters and examines both commercial and residential titles.

Joseph Decord – has worked in the title insurance industry for over 35 years. His scope of experience includes searching titles as well as examining both residential and commercial transactions. He has also provided title services to State, County and Municipal authorities for various acquisition projects.

Four Greentree Centre
601 Route 73 North
Suite 201
Marlton, NJ 08053
Phone: (856) 834-2600 • Fax: (856) 834-2650

(H.) Statement regarding Worker's Compensation – please see attached.

(I.) Statement regarding disbarment, suspension or prohibition - please see attached.

(J.) Office Locations – Our Woodbury location has 2 large conference rooms which are available for meetings, conferences, training and emergency responses.

In addition, our Marlton office has 4 large conference rooms which are also available as needed.

(K.) Affirmative Action Statement – please see attached.

(L.) Non-Collusion Affidavit – please see attached.

(M.) Owners Disclosure Statement – please see attached.

(N.) Compliance Statement – please see attached.

(O.) Business Registration Statement – please see attached.

(P.) Representation that all services will be performed within the United States – please see attached.

Specialized Requirements of Technical Proposal:

Total fee for title search, insurance, recording fees and settlement fees for 1 (one) farmland, open space, engineering or other unspecified project, at 50-acres, at a price of \$550,000:

Title Insurance Premium	\$2062.50 (\$3.75 per thousand)
Title search	\$ 295.00
Attendance at closing	\$ 425.00
Recording Deed (4 pages - estimate)	\$ 70.00
Total:	\$2852.50

Endorsements to the title policy, if requested, will be billed as per the rates established by the New Jersey Department of Banking and Insurance.

Thank you for allowing us the opportunity to provide our qualifications.

Please contact me if you should have any questions or if additional information is required.

Sincerely,



Mark D'Agostino
Co-Managing Member

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-16-025 - Title Work – Foundation Title LLC

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. Proposal contains all required checklist information <u>5</u> points All required Paperwork submitted	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u>25</u> points Recent experience with staff on preservation projects.	24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points Has worked on County farmland preservation projects, open space, engineering projects.	24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements. <u>25</u> points Cost is inclusive of all required settlement items.	24
E. Reasonableness of Cost Proposal <u>20</u> points 5 th lowest proposal submitted.	16
TOTALS	93

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND TITLE AMERICA AGENCY**

THIS CONTRACT is made this 25th day of **May, 2016**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **Title America Agency**, with offices at 185 West White Horse Pike, Berlin, NJ, 08089, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of title work and related services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services from May 26, 2016 to May 25, 2017, as needed, upon being advised to proceed as to a specific project by the County's Department of Land Preservation, Department of Public Works, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated March 8, 2016 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP"). The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed \$40,000.00.

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

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

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in RFP# 16-025, and Contractor's Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 16-025.

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specification, 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.

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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and 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 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

disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract 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, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. 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 which 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 perform the services which 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 expenses 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. **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

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

15. **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 the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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

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

18. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP# 16-025 issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract, and RFP# 16-025, this Contract shall prevail. Should there occur a conflict between this Contract or RFP# 16-025, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 25th day of **May**, 2016.

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.

COUNTY OF GLOUCESTER

ATTEST:

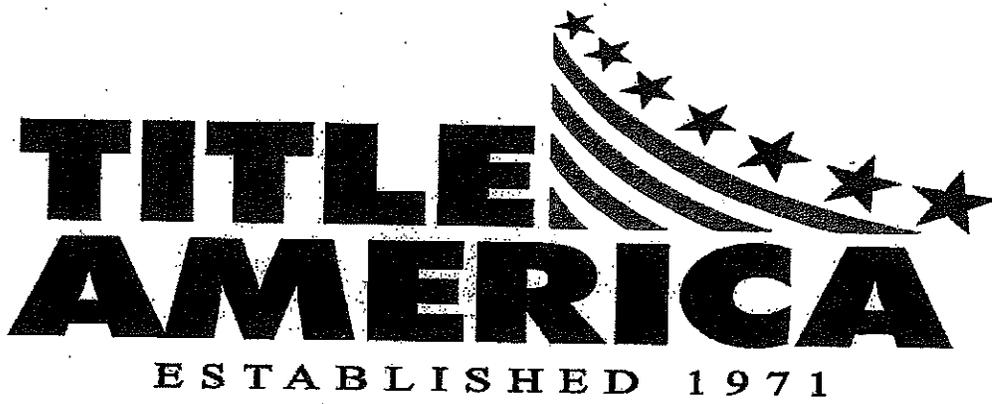
CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TITLE AMERICA AGENCY

JOSEPH A. MARESSA, PRESIDENT



You'll Appreciate the Difference

**Proposal for Title Work, Title Insurance
and Settlement Services**

County of Gloucester

RFP No. 16-025

March 8, 2016

**185 W. White Horse Pike / Berlin, NJ 08089
VOICE (856) 767-8573 FAX (856) 767-1156**

County of Gloucester-Office of Land Preservation

Request for Proposal - RFP #16-025

March 8, 2016

Title Work, Title Insurance and Settlement Services

COST ESTIMATE and FEE SCHEDULE

Acquisitions based on average cost of \$550,000.00:

Title Insurance

Owner's Policy- \$550,000.00 (\$1.80, per thousand) 990.00

Out-of-Pocket Expenses

Abstract of Title and copies 90.00
• Additional Chain, if applicable \$75.00)

Examination of Title (per chain of title) 100.00

Upper Court Search (estimated for 2 names) 20.00
• additional names, \$10.00 each

Patriot Name Search (2 names @\$5.00) 10.00
• additional names, \$5.00 each

Municipal Tax, Water, Sewer Search (1 Lot) 40.00
• additional lots, \$40.00 each

Recording Fee (estimated) 120.00

Notice of Settlement 40.00
(2 Party reimbursement, preparation and recording)

Survey Insurance 25.00

Settlement Fees

Closing Fee (Buyer's Portion) 250.00

Total

\$1,685.00

Additional Searches, if required

- Corporate Status -\$55.00
- State Franchise Report- \$75.00
- Flood Search -\$25.00, per lot
- Chancery Abstract \$250.00 (est)
- Surrogate's Office \$100.00 (est)
- Tideland's Search \$75.00
- Certificate of Good Standing \$55.00

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-16-025 - Title Work – Title America

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.	Proposal contains all required checklist information _____ 5 _____ points All required Paperwork submitted	5
B.	<u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ 25 _____ points Past experience with staff on preservation projects.	24
C.	<u>Relevance and Extent of Similar Engagements performed</u> _____ 25 _____ points Has worked on County farmland and open space preservation projects.	23
D.	<u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Meets all category requirements. _____ 25 _____ points Cost is inclusive of most required settlement items.	23
E.	Reasonableness of Cost Proposal _____ 20 _____ points Lowest proposal submitted.	20
TOTALS		95

F-1

**RESOLUTION AUTHORIZING A REVISED SHARED SERVICES AGREEMENT
WITH BURLINGTON COUNTY FOR ADULT INMATES**

WHEREAS, Burlington County operates the Burlington County Detention Center, located at 54 Grant Street, Mt. Holly, NJ (the "BCDC"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, the County of Burlington has sufficient capacity in the BCDC for the housing of Gloucester County adult inmates; and

WHEREAS, the County of Gloucester and the County of Burlington have agreed to the terms regarding the housing of adult inmates under the terms of the Shared Services Agreement attached hereto as Exhibit A; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board to attest to a Shared Services Agreement between the County of Gloucester and County of Burlington for housing of adult inmate at a rate of \$83.00 per inmate per day from June 1, 2016 to May 31, 2026; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered 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; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 25, 2016, at Woodbury, New Jersey



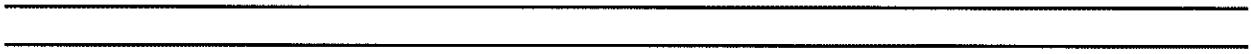
COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

FL



SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF BURLINGTON, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE FACILITIES



Matthew P. Lyons,
Gloucester County Counsel

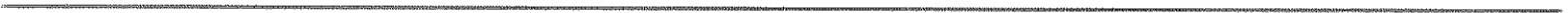


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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement"), dated this 1st day of June, 2016, by and between the County of Burlington, a body politic and corporate of the State of New Jersey ("Burlington County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Burlington County is a body politic and corporate of the State of New Jersey with main offices located at 49 Rancocas Road, Room 123 Administration Building, P.O. Box 6000, Mt. Holly, NJ 08060; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adults detained in the Gloucester County Jail (hereinafter referred to as adult inmates); and
4. The Burlington County Correctional Facility at times has the capacity to house the sentenced adult inmate populations that both Gloucester County and Burlington County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult inmates; and
5. Providing for the detention of Gloucester County's sentenced adult inmates in the Burlington County Correctional Facility will result in a more economical operation of the Burlington County Correctional Facility and significant annual cost savings to Gloucester County; and
6. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Agreement, Gloucester County shall transport to the Burlington County Correctional Facility and Burlington County shall accept from Gloucester County, Gloucester County's sentenced adult inmates for housing at the Burlington County Correctional Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of

New Jersey county jails. Burlington County is required to accept minimum security inmates. All inmates must be classified before being transported to Burlington County. Burlington County shall, conditioned on availability of capacity, make up to 75 spaces at all times for sentenced adult inmates. The parties agree that Gloucester County will send adult inmates as the need to house such inmates dictates, and is not required by this Agreement to provide any minimum number of adult inmates at any given time.

B. DURATION OF AGREEMENT.

This Agreement shall be effective from June 1, 2016 and shall terminate May 31, 2026. Either party may terminate this Agreement for any reason by providing six months written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Burlington County: 49 Rancocas Road, Room 123 Administration Building, P.O. Box 6000, Mt. Holly, NJ 08060.

C. FEES.

Gloucester County shall pay to Burlington County a per diem fee for each housed adult in the amount of Eighty three (\$83.00) Dollars per day. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates at any time. Burlington County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Burlington County pursuant to this Agreement. The Gloucester County adult inmates will be listed individually with their length of stay on a Gloucester County voucher. Gloucester County will place the voucher on its agenda for payment at its next bill-paying meeting, and thereafter make payment to "Treasurer, Burlington County." This per diem rate shall increase two percent (2%), the budget cap index, per year on the anniversary of the date of commencement of this Agreement.

D. MEDICAL TREATMENT.

Burlington County shall cause to be provided to Gloucester County adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this Agreement.

Burlington County shall also cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Burlington County to Gloucester County adult inmates shall be paid for by Burlington County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County. For all such care paid by Gloucester County, Burlington County shall take whatever steps are necessary to facilitate timely notice and billing to Gloucester County's medical insurance provider or at its discretion, Gloucester County may elect to participate fully in Burlington County's inmate medical program and shall be billed accordingly for any emergency off-site and

hospital care.

Burlington County is currently evaluating a capitated rate (cost per inmate) cost structure for its inmate healthcare. Under such a structure, the capitated rate may include certain off-site emergency and hospital care. In the event that Burlington County transitions to a capitated rate cost structure during the contract period, Gloucester County would only be responsible for a prorated portion of this capitated rate applicable to off-site inmate healthcare.

Burlington County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Burlington County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult inmate. Burlington County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. ADMISSION AND PROCESSING.

Salem County will admit and process all Gloucester County arrestees. Burlington County will not have to admit and process Gloucester County inmates.

F. SERVICES.

Burlington County will provide to all Gloucester County sentenced adult inmates all services that may be required by Federal and State law, and which Burlington County provides to its adult inmates detained in the Burlington County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff's Department or Corrections Department shall be responsible for transporting all arrestees to Burlington County Correctional Facility. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult inmates to and from the Burlington County Correctional Facility. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Burlington County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County

agrees to pay double-time –and –one-half the salaries of the Burlington County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult inmates shall be permitted by the Burlington County Correctional Facility in accordance with its rules and regulations governing visitation of adult inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by Gloucester County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Agreement.

Neither Gloucester County nor Burlington County intends by this Agreement to create any agency relationship other than that which may be specifically required by the Agreement for the limited purpose of the providing of services by Burlington County pursuant to this Agreement.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Burlington County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this Agreement.

Burlington County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Burlington County's intentional or negligent acts or omissions in connection with this Agreement.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Burlington agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

L. INSURANCE.

At all times during the term of this Agreement, Burlington shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Agreement, and shall provide that Gloucester County be named as an additional insured. Burlington County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

M. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

N. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

O. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Burlington or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Burlington or Gloucester nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

P. COMPLIANCE WITH RAPE ELIMINATION ACT.

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

(1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.

(2) The County of Burlington shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:

(a) 28 C.F.R., Part 115.113 – Supervision and monitoring.

(i) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:

- (1) The physical layout of each lockup;
- (2) The composition of the detainee population;
- (3) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
- (4) Any other relevant factors.

(ii) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.

(iii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:

- (1) The staffing plan established pursuant to paragraph (i) of this section;
- (2) Prevailing staffing patterns.
- (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
- (4) The resources the lockup has available to commit to ensure adequate staffing levels.

(iv) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

Q. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of inmates from the Burlington County Correctional Facility, Burlington County shall be responsible for evacuating the Gloucester County inmates as well as the Burlington County inmates.

R. MISCELLANEOUS.

1. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
3. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
4. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
5. **Further Assurances and Corrective Instruments.** Burlington and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
6. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.
8. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

S. **EFFECTIVE DATE.** This Agreement shall be effective as of June 1, 2016, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF BURLINGTON

GINA WHEATLEY,
CLERK OF THE BOARD

BRUCE GARGANIO, DIRECTOR

RESOLUTION AUTHORIZING AN APPLICATION TO THE U.S. BUREAU OF JUSTICE ASSISTANCE FOR THE FY 2016 BULLETPROOF VEST PARTNERSHIP GRANT IN THE AMOUNT OF \$24,640.00

WHEREAS, the County, through the Gloucester County Sheriff, desires to apply for funding for to the US Bureau of Justice Assistance for the FY2016 Bulletproof Vest Partnership Grant in the amount of \$24,640.00, for the purposes of providing ballistic and/or stab proof and/or combo vests for Corrections and Sheriff's Department Officers, which will aid in keeping them safe while working in our communities; and

WHEREAS, the term of the grant, FY 2016, is from May 16, 2016, to August 31, 2017; and

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

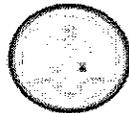
WHEREAS, the County Sheriff has submitted the grant application to the County Treasurer for review, and said department has approved the application, and

WHEREAS, the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to, any and all documents necessary to submit an application to the Bureau of Justice Assistance for the FY2016 Bulletproof Vest Partnership Grant to purchase ballistic and/or stab-proof resistance and/or combo vests for Corrections and Sheriff's Department Officers, from May 16, 2016 to August 31, 2017, in the amount of \$24,640.00; and

BE IT FUTHER RESOLVED that the Gloucester County Sheriff's Department will be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, May 25, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/ CLERK OF THE BOARD**

5-2

GRANT REQUEST FORM

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

DATE: May 2, 2016

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER

2. GRANT TITLE: FY2016 Bulletproof Vest Partnership (B.V.P.)

3. GRANT TERM: FROM: 5-16-2016 TO: 3-19-2017

SAB 8/24/17

4. COUNTY DEPARTMENT: Sheriff / Collections / CAA

5. DEPT. CONTACT PERSON & PHONE NUMBER: Vicki Antonini 856-384-4630

6. NAME OF FUNDING AGENCY: Bureau of Justice Assistance

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): 2016 B.V.P. Monies to be used for replacements of bulletproof vests for Sheriff's Office and Department of Corrections Officers. Vest life expires every five (5) years.

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

NAME	AMOUNT	NAME	AMOUNT
N/A			

9. TOTAL SALARY CHARGED TO GRANT: \$ -0-

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT \$ N/A

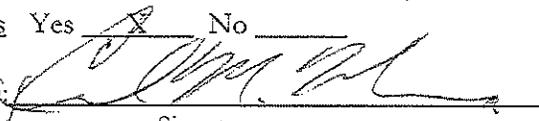
12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A %

13. DATE APPLICATION DUE TO GRANTOR 5-16-2016

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	_____	
CASH MATCH		_____ (Attach Documentation)
IN-KIND MATCH	_____	_____
TOTAL PROGRAM BUDGET: \$	_____	

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

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. lcerny@co.gloucester.nj.us Yes X No _____

DEPARTMENT HEAD: 
 Signature

DATE: May 2, 2016

.....
 Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____
 Signature

2. _____
 Signature

**2016 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

2016 Budget

631: Police Supplies –
To purchase ballistic vests for Sheriff and Correction Department Officers.
Amount of award to be determined.

Department: Sheriff

Form C-2
Department Code _____
Submission Date 5-16-2016
Revision Date: _____

OFFICE OF THE SHERIFF, COUNTY OF GLOUCESTER		NUMBER:	
STANDARD OPERATING PROCEDURES		PAGES:	6
SECTION: 731	SUBJECT: Uniform Regulations		

1. Insignia will be one inch from the outer edge of the shirt collar and centered between the top and bottom of the collar.

5. Officers receiving meritorious police awards shall wear the award's designated ribbon over the officer's name plate above the right breast pocket.
6. Pins, charms, etc., will not be worn on the uniform. For ceremonial events, military service ribbons may be authorized by the Sheriff for wear.
7. For sworn officers, the only jewelry which may be visible while on duty is a watch, conservative rings, conservative "stud" style earrings for females only, a conservative or medical alert bracelet and a tie clasp/tac. Specifically forbidden are items such as facial jewelry, necklaces, any earring of a hanging type or more than one earring per ear, or any other items which may be considered unsafe when in a confrontation.

4. Equipment

A. Protective Body Armor

1. All sworn Gloucester County Sheriff's Officers will be furnished body armor. It will be maintained and replaced utilizing standards recommended through the National Institute of Justice. Uniformed officers will wear their body armor at all times while on duty. Administrative Officers of the rank of Lieutenant and above may elect to not wear their vest, at their own consequence, while assigned to desk operations, but will have their vest readily available at all times. Administrative Officers, when working any contact post or duty, will wear their vest. Non uniformed officers must have their body armor readily available in their assigned vehicle/duty station.

B. Ammunition

1. All sworn personnel shall be issued ammunition. No other ammunition, except Department approved, will be carried while on duty.

C. Weapon

1. While on duty, all sworn personnel shall carry a Department issued sidearm weapon. The make, barrel length and type of weapon shall be designated by the Sheriff.

D. Handcuffs

1. One pair of handcuffs are issued. An officer may carry an extra pair of his/her own. The handcuffs and case must be approved prior to use. All handcuffs must be silver or black in color.

E. Pen

1. Personal preference, but with black ink.

F. Watch

1. Personal preference, but conservative in appearance.

G. Baton (PR-24 or MEB)

1. As furnished by the Department or approved and purchased individually by the Officer.

FOR OFFICIAL USE ONLY / LAW ENFORCEMENT SENSITIVE

APPLICATION SUBMITTED

Your Application has been forwarded to your Jurisdiction for approval. You may check the status of your Application at any time by clicking the 'Current Status' option in Section 4.1 of your Law Enforcement Agency's Handbook.

A confirmation email has been sent to: cmorina@co.gloucester.nj.us. For your reference, the summary data for your Application for Funding is listed below.

SUB-APPLICATION PROFILE

Participant	GLOUCESTER COUNTY SHERIFF OFFICE	
Fiscal Year	2016	
<u>Vest Replacement Cycle</u>	5	
Number of Officers	88	
<u>Emergency Replacement Needs</u>	Stolen or Damaged Officer Turnover	0
		0

APPLICATION FOR FUNDING

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
28	\$24,640.00	\$0.00	

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
<hr/>			\$24,640.00
<hr/>			

[Print For Records](#)

RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE COUNTY TO ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES AT THE SHADY LANE NURSING HOME FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED \$58,461.00

WHEREAS, the Gloucester County Improvement Authority (hereinafter the "GCIA") is the owner of the Shady Lane Nursing Home and has obtained grant funds from the New Jersey Department of Human Services Division of Aging Services in connection with the PEER Grouping Program for the year 2016; and

WHEREAS, a statutory condition of the GCIA's funding is that it commit \$58,461.00 for the year 2016 to programs designed to care and support elderly residents of Gloucester County suffering from dementia related illnesses, and thereby help avoid placement in nursing home type facilities; and

WHEREAS, the GCIA desires to enter into a contract with the County pursuant to which the County will administer such services that satisfy the aforesaid statutory condition; and

WHEREAS, Pursuant to this contract the County, through its Department of Health and Human Services, will, through PEER Grouping Contracts with subcontractors, administer the provision of in-home care management and support services such as homemaker assistance and adult day care to Gloucester County elderly suffering from dementia-related illnesses; and

WHEREAS, for the provision of such services, the GCIA will pay to the County the amount of \$58,461.00 for the period January 1, 2016 to December 31, 2016; and

WHEREAS, on April 29, 2016, the Department of Human Services granted approval of the County's 2016 allocation and spending plan.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, a contract with the Gloucester County Improvement Authority, pursuant to which the Gloucester County Department of Health & Human Services will administer case management services and additional support services as described above from January 1, 2016 to December 31, 2016 in the amount not to exceed \$58,461.00; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, May 25, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

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AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2016, by and between the **County of Gloucester**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and the **Gloucester County Improvement Authority**, hereinafter referred to as the “**Improvement Authority**”; and

WHEREAS, the Improvement Authority has a statutory obligation to provide Care Management services along with the additional support services of Homemaker Assistance, Adult Day Care and Respite Care to elderly clients suffering from Dementia-related illnesses to ensure placement in an institutional setting is avoided; and

WHEREAS, the Improvement Authority desires to enter into an agreement with the County pursuant to which the County will administer the provision of such services; and

WHEREAS, consistent with the statutory obligation, the GClA has committed the sum of \$58,461.00 to said services, which amount shall be the amount of this Agreement;

NOW THEREFORE, the parties for good and valuable mutual consideration hereby agree to the following terms and conditions:

1. **TERM OF CONTRACT:** This AGREEMENT shall be for a fixed term of one (1) year beginning January 1, 2016 and shall terminate on December 31, 2016.
 2. **FUNDS:** The Improvement Authority agrees to provide funds in the amount of \$58,461.00 to the County for its use as hereinafter described.
 3. **PAYMENT OF SERVICES:** The County shall be paid a total contract amount of \$58,461.00. Payment will be released pursuant to receipt of monthly cash activity reports for payments of allowable costs incurred in the performance of this AGREEMENT. The County will also submit a monthly report on actual services provided, as well as a final report.
-

4. **SERVICE DESCRIPTION AND UNITS OF SERVICE:** The Improvement Authority restricts the use of these allocated funds to the County to be used as follows:
 - a. To provide Care Management services and coordinate Homemaker Assistance, Adult Day Care and Respite services to the Elderly and/or Disabled population in Gloucester County, who are eligible by virtue of their dementia-related illness.
 - b. To determine the eligibility of each applicant and work in coordination with the service provider(s) to develop a multi-service approach to meeting the special needs of clientele.
 - c. To provide information and referrals to other relevant programs.
 - d. To provide follow-up services to ensure clients are receiving quality care.
 - e. To maintain accurate records of hours of service rendered so that they will not exceed the approved amount, and issue reimbursements or payments to providers for services rendered.
 - f. To follow the 2016 Service Allocation and Spending Plan funded through Peer Grouping Systems Revenues. (Attachment B).
5. **COUNTY OBLIGATIONS:** In consideration of funds allocated, the County agrees to use the funds in accordance with restrictions contained in paragraph (4) of this AGREEMENT. The County shall make available to the Improvement Authority all reports to grantors, state, or federal agencies covering levels of service and program expenditures under service contracts for which these funds serve as matching funds. The County shall not release confidential material or information concerning persons served by the County without written "Release of Information" by said person.
6. **IMPROVEMENT AUTHORITY OBLIGATIONS:**
 - a. The Improvement Authority shall provide funds in the amount(s) and as scheduled in paragraph (3) of the AGREEMENT. The Improvement Authority understands that failure to meet the payment schedule in paragraph (3) may result in the County being unable to provide and claim sufficient reimbursement to fund the County program.
 - b. The Improvement Authority will provide quality assurance/contract monitoring and review to ensure that contractual obligations are fulfilled and to assist the County in achieving effective end results.

7. **INSURANCE COVERAGE:** The County represents that it has in force sufficient general liability and other insurances to provide defense and indemnification against claims which may arise out of the administration of services under this AGREEMENT. An original Certificate of Insurance issued by the County's Insurance Carriers will be provided to the Improvement Authority upon request.
8. **AFFIRMATIVE ACTION:** The County agrees to comply with the mandatory Affirmative Action Law as pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27). (Attachment A).
9. **ACCESSIBILITY:** The County agrees to make their services available to the handicapped.
10. **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner their obligation under this Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Agreement, the Improvement Authority shall thereupon have the right to terminate this Agreement by giving written notice to the County of such terminations specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the Improvement Authority, become its property and the County shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents. Notwithstanding the above, the County shall not be relieved of liability to the Improvement Authority for damages sustained by the Improvement Authority virtue of any breach of contract by the County, and the Improvement Authority may withhold any payments to the County for the purpose of set-offs until such time as the exact amount of damages due to the Improvement Authority for the County is determined.
11. **NOTICE OF DEFAULT:** In the event that the Improvement Authority claims that the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, then the Improvement Authority agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to the County, and the County shall have failed, within fifteen (15) days thereafter, to actively and diligently, in good faith, proceed with the contract and the correction of the default.
12. **COMPLIANCE WITH LOCAL LAWS:** The County shall comply with all applicable laws, ordinances and codes of the Federal, State, and Local Governments and shall commit no trespass on any public or private property in performing any of the services embraced by this contract.

13. **RELEASE:** It is agreed and understood that acceptance and final payment to the County shall be considered a release in full of all claims against the Improvement Authority for the services delivered.
14. **EQUAL OPPORTUNITY EMPLOYMENT:** During the performance of this AGREEMENT, the County agrees as follows:
 - a. The County or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, sex, or handicap. The County will take affirmative action to ensure that such applicants are recruited and employed. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
 - b. The County or subcontractor, where applicable, will in all solicitations or advertisements for employees place by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or handicap.
15. **AUDIT:** The Improvement Authority agrees to cooperate in any audit of the source of the funds, which may be conducted by or on behalf of the State or Federal Government.
16. **REVERSION OF ASSETS:** Upon the expiration of this AGREEMENT, the County shall transfer to the Improvement Authority any funds on hand at the time of expiration.
17. **NOTICES:** Notices pursuant to this AGREEMENT shall be given in writing by ordinary mail to the parties at the following addresses:
 - a. If to the Improvement Authority, c/o
Charles Fentress, Chairman
Gloucester County Improvement Authority
109 Budd Blvd.
Woodbury, NJ 08096
 - b. If to the COUNTY, c/o
Leona Mather, Executive Director
Gloucester County Division of Senior Services
115 Budd Blvd.
West Deptford, NJ 08096

- c. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.
18. **ENTIRE AGREEMENT:** This document attached hereto and made a part hereof contains all the terms and conditions agreed upon by the Gloucester County and the Improvement Authority.
19. **BINDING AGREEMENT:** This AGREEMENT supersedes all prior agreements between any other parties and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Vendor's authorized representative has executed this Agreement on the date indicated herein.

GLOUCESTER COUNTY

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

**ROBERT M. DAMMINGER,
DIRECTOR**

**CHARLES FENTRESS,
CHAIRMAN**

ATTEST:

**CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD**

ATTACHMENT A

**P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation. Such actions 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; 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 non-discrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice, to be provided by the County contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

ATTACHMENT A CONTINUED

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment County which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decision of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry our the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**RESOLUTION AUTHORIZING A CONTRACT WITH ALL ABOUT CARE, LLC
FROM JANUARY 1, 2016 TO DECEMBER 31, 2016 IN AN AMOUNT NOT TO
EXCEED \$19,876.00**

WHEREAS, the County of Gloucester desires to contract for the provision of homemaking services pursuant to the New Jersey Department of Human Services, Division of Aging Services Peer Grouping, Homemaker Care Program for elderly clients residing in Gloucester County with dementia related illness, to be administered by the Gloucester County Division of Senior Services; and

WHEREAS, pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1, the County requested proposals, via RFP 016-041, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process in accordance with N.J.S.A. 19:44A-20.4; and

WHEREAS, the evaluation, based on the established criteria, concluded that All About Care LLC, 870 Mantoloking Road, Brick New Jersey 08723, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service and in an amount not to exceed \$19,876.00. 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; and

WHEREAS, this contract is effective for the period January 1, 2016 to December 31, 2016; and

WHEREAS, this contract is contingent upon receiving grant funding under the PEER Grouping Grant awarded by the New Jersey Department of Human Services. On April 29, 2016, the Department of Human Services granted approval of the County 2016 allocation and spending plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to, the execution of a contract with All About Care LLC, for the provision homemaking services pursuant to the Peer Grouping, Homemaker Care Program for elderly clients residing in Gloucester County with dementia related illness, to be administered by the Gloucester County Division of Senior Services, from January 1, 2016, to December 31, 2016, in an amount not to exceed \$19,876.00; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday, May 25, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD



**CONTRACT BETWEEN
ALL ABOUT CARE, LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January 2016, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **All About Care, LLC** of 870 Mantoloking Road, Brick, New Jersey 08723, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for PEER Grouping Home-Maker Services for the Gloucester County Department of Health & Human Services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the period commencing January 1, 2016 and concluding December 31, 2016.
2. **COMPENSATION**. Contract shall be for estimated units of service for an amount not to exceed \$19,876.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. 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.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the attached "Exhibit A – Description of Services" and in the specifications set forth in the Bid Specifications and/or in the Request for Proposals, if any, as the case may be, which are incorporated into and made a part of this Contract.

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. 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, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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.

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

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

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

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

23. **CONTRACT PARTS.** This contract consists of this contract document, and the attached "Exhibit A-Description of Services. Should there occur a conflict between this Contract and Exhibit A, this Contract shall control. Also incorporated herein are any Bid Specifications or Request for Proposals issued by the County in connection with this Contract. If there is a conflict between Exhibit A and the Bid Specifications or Request for Proposals, the Bid Specifications or Request for Proposals will control. If there is a conflict between Exhibit A or

the Bid Specifications, or the Request for Proposals and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 1st day of January, 2016.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Vendor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

THE COUNTY OF GLOUCESTER

CHAD M. BRUNER
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

ALL ABOUT CARE, LLC

DEBBIE WEBER, DIRECTOR

EXHIBIT A- DESCRIPTION OF SERVICES

SERVICE: All About Care LLC.
Peer Grouping -Homemaker Assistance

SERVICE DEFINITION: General support by supervised homemakers to maintain, strengthen, and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

SERVICE UNIT: RATE: \$21.05 per hour*
***Total annual compensation not to exceed \$19,876.00**

SERVICE COMPONENTS: Service activities should include:

1. Performance of daily personal care activities, such as feeding, bathing, grooming, personal hygiene, dressing, exercising, assisting with bed mobility and ambulation. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.
2. Performance of light household tasks related to health maintenance services, such as cleaning bathroom after assisting client with bath, cleaning kitchen after assisting client with meals, changing bed linen after assisting client with bath and/or bed mobility, laundering of towels, bed linen, etc. Performance of routine errands, such as grocery shopping or purchasing prescribed medications.
3. Prepare and serve meals including special diets.
4. Performance of light housekeeping tasks, such as sweeping, dusting, ironing, and mending of clothes, etc. Staff should be trained and sensitized to the situations and needs of the older population they will be serving, specifically the specialized needs of those individuals suffering with dementia-related illnesses.
5. Ongoing monitoring by staff to detect changes in client's condition, and provide referral, if necessary, to establish a linkage with the appropriate agency.
6. Maintaining records, preparing reports, and other administrative efforts necessary to provide Homemaker Assistance services.

NOTE: The level of skill in providing Homemaker Assistant is less complex from that provided in the Certified Home Health Aide services.

SERVICE STANDARDS: Homemaker Assistance services must meet or exceed the following standards:

1. Homemaker Assistance services funded by Peer grouping are available only to elderly clients suffering from Dementia-Related illnesses.
 2. Priority for service should go to those individuals meeting the above conditions, who are otherwise eligible for a nursing facility if they do not receive such service. In particular, services should be given to clients referred by Peer Grouping program staff.
 3. The agency must meet and comply with all required rules, regulations, and standards set by the cognizant accrediting agency.
 4. All staff providing the service must be fully trained and professionally qualified. Staff should be trained and sensitized to the situations and needs of the older population they will be serving, specifically the specialized needs of individuals suffering with dementia-related illnesses. Orientation and training should cover the needs of older adults; the function and limitation of a Homemaker Assistant; communication and interpersonal skills; and emergency procedures.
 5. The agency must maintain, follow, and continually update a training and supervision program to make sure staff is fully trained and familiar with agency procedures.
 6. All requests for service must be processed within a reasonable time of receipt.
 7. Care assessments must be started within three (3) working days after receipt of application.
 8. A plan of care must be developed for each new participant within five (5) working days after enrollment.
 9. All plans of care and other participant records must be kept in a secure location to protect confidentiality.
 10. Caseloads must be continually reviewed to ensure priority participants are being served.
 11. Participant needs must be reassessed every six (6) months or more frequently, with revisions made in the plan of care as necessary; any
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observed changes must be immediately noted in the participant plan of care.

12. Participants should be provided with information on how other needed services (e.g. Medicare, Medicaid, SSI, transit, housing, prosthetic or rehabilitative devices, etc.) may be obtained, and must be provided assistance in gaining access to those services
 13. Participants, family members, and/or caregivers must be informed of agency procedures for protecting confidentiality, for reviewing progress against the plan of care, and other matters germane to the participant's decision to accept services.
 14. Participants, family members, and/or caregivers must be given the opportunity to learn how to perform the tasks performed by the Homemaker Assistant in order to give the participant and the informal support network a chance to function independent of agency service.
 15. All participant records of care, service costs, sources of funds, and agency procedures must be reviewed regularly.
 16. A mechanism should be in place to enable staff to work cooperatively with other involved agencies as to client status and problems.
 17. Appropriate supervision should be available for workers to help resolve problems or conflicts which may result from their relationship with the client, and to provide additional technical assistance, as needed. The program must have a staff person designated to provide direction to the Homemaker Assistant and to be available to contact in emergencies or problem situations.
 18. Staff should not solicit contributions of any kind, attempt the sale of any merchandise or service, or seek to encourage the acceptance of any particular belief or philosophy while making a home visit.
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BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: January 28, 2015
Re: Request for Proposals, Competitive Contracting 16-040 for Area Plan and RFP-16-041 for Peer Grouping



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.251.6777

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The potential contract for the above mentioned service for the Gloucester County Division of Senior Services was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*.

A county review committee was appointed, consisting of Robert McErlane, Assistant Purchasing Agent, Connie Fentress, Vice Chairperson, Division of Senior Services Advisory Council, Dennis Dittmar, Senior Program Analyst, Senior Services and Karen Christina, Fiscal Officer, Senior Services. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the

Vendors knew they would be judged. These included Service, Coordination, Customer Satisfaction, Goals, Objectives and Methods, Facilities and Staff, Budget and Unit Cost.

On July 1, 2015 and July 2, 2015 the specifications were advertised in the newspaper and on August 6, 2015 the request for proposals were opened.

After the review committee members scored the vendors, as based upon the specifications. These scores were than tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to the vendors for the services listed.

REQUEST FOR PROPOSALS (R.F.P.)	2015	Area Plan Contract	Requested	Anticipated	RFP
RFP Received and Evaluated		Service Programs	Funding	Award	Grade
Adult Day Care					
Evergreen Court			\$26,000.00	\$26,000.00	88
Personal Care & Housekeeping Services					
All About Care- Personal Care Services			\$47,500.00	\$47,500.00	89
All About Care-Housekeeping Services			\$9,500.00	\$9,500.00	92
Sonya Staffing -Certified Home Health Aide-Rejected-Incomplete			\$56,000.00	N/A	N/A
Senior Citizens United Community Services	(SCUCS)	Certified Home Health Aide	\$56,000.00	no award	68
Visiting Nurse & Hospice- Certified Home Health Aide			\$56,000.00	\$56,000.00	90
South Jersey Legal Services Inc.- Legal Services Program			\$9,500.00	\$9,500.00	93
Glassboro Senior Citizen`s Center		Aid to Municipal Centers	\$14,400.00	\$14,500.00	91
Glassboro Housing Authority		Housekeeping for GHA Residents	\$52,194.00	\$52,194.00	87
Glouc. Co. Division of Education/Disability Serv.		B/V/I Counseling/Care Mgmt	\$36,600.00	\$36,600.00	87
Glouc County Division of Social Services - Adult Protective Services			\$132,245.00	\$129,775.00	88
Gloucester County Dept. of Health- Senior Health Connection			\$17,160.00	\$17,160.00	86
Glouc. Co. Dept. of Health- Tai-Chi/Walking Exercise Program			\$4,560.00	\$4,560.00	91
Glouc. County College RSVP Friendly Visitor focusing on Reading Writing			\$2,500.00	\$2,500.00	87

Glouc. County College- RSVP Wellness Program					\$4,300.00	\$4,300.00	90
Glouc. County Division of Transportation Services-Escorted Transportation					\$25,642.00	\$25,642.00	93
Glouc. County Division of Transportation Services-Blind/Visually Impaired					\$11,500.00	\$11,500.00	92
Glouc. County Division of Transportation-Medical Transport					\$39,000.00	\$39,000.00	91
Peer Grouping							
All About Care LLC	Personal Home Care				\$40,000.00	\$32,000.00	92
Peer Grouping							
Evergreen Court	Adult Day Care				\$4,200.00		88