

CLOSEOUT AGENDA

12:00 p.m. Wednesday, December 28, 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 December 21, 2016.

- P-1 Proclamation to recognize Nicholas James Dales for earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Chila) (To be presented at a later date).
- P-2 Proclamation honoring and welcoming home Lieutenant Colonel James Garcia, United States Air Force and New Jersey Air National Guard, from his deployment to Saudi Arabia. (Chila) (Previously Presented)
- P-3 Proclamation Recognizing Hazel Lee-Briggs for her 20 years of services and dedication as Executive Director of the Center for Independent Living, South Jersey. (Jefferson) (Previously Presented)
- P-4 Proclamation recognizing Mid-Atlantic States Career & Education Center on its ribbon cutting celebration at 55 Delaware Street, Woodbury, NJ 12/14/16. (Simmons) (Previously Presented)

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING 2016 BUDGET TRANSFERS.

This Resolution is needed to transfer funds from one department to another where needed.

A-2 RESOLUTION AUTHORIZING A CONTRACT WITH PROFESSIONAL PROPERTY APPRAISERS, INC., FROM DECEMBER 29, 2016 TO DECEMBER 28, 2017 IN AN AMOUNT NOT TO EXCEED \$488,000.00.

This Resolution authorizes the execution of a professional services contract with Professional Property Appraisers, Inc., with offices at P.O. Box 905, Delran, NJ for the provision of approximately 12,200 real property Class 2 and 3A inspections, measurements, and encoding services on behalf of the Gloucester County Assessor's Office, as per RFP-16-051, from December 29, 2016 to December 28, 2017. The inspections are associated with a revaluation of all real property in Monroe Township, and are required by the NJ Division of Taxation. This contract shall be open ended in an amount not to exceed \$488,000.00.

A-3 RESOLUTION ESTABLISHING FEES FOR THE DIVISIONS OF HEALTH SERVICES AND SENIOR SERVICES FOR 2017.

The County, through its Divisions of Health and Senior Services provides certain services, activities and programs to residents to promote well-being and health. This resolution will authorize and establish the fee schedules relative to said services, activities and programs for the year 2017.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY THE TOWNSHIP OF DEPTFORD, FOR \$743,606.50.

This Resolution authorizes the purchase of the development rights on properties in the Township of Deptford, known as Block 2, Lot 28; Block 9, Lots 3 and 4; Block 14, Lot 1; Block 15, Lots 1 and 2; Block 16, Lot 4; Block 22, Lot 1; Block 23, Lots 1 and 2; Block 24, Lot 2 and Block 27, Lot 1, owned by the Township of Deptford, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary to commence settlement to acquire the development easements on the properties (signing of the agreement of sale, deed of easement, etc.), which is expected to occur prior to the end of 2016. The acquisition of the said development rights is based on a value of \$20,650.00 per acre, which was determined as per two appraisals completed by two State-certified appraisers. The property, which is 36.01 acres in size, will be submitted 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 was previously owned and farmed for generations by the Andaloro family, and was recently purchased by the Township of Deptford who seek to maintain its agricultural operations and possibly develop new farm-related agritourism activities at the site. CAF# 16-11030 was obtained to certify funds.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING AMENDMENT TO THE STOP VIOLENCE AGAINST WOMEN ACT GRANT TO INCREASE THE GRANT AMOUNT TO \$40,095.00.

By Resolution adopted on November 24, 2015, the application to the NJ Division of Criminal Justice relative to the Stop Violence Against Women Act (VAWA) Grant was authorized for the amount of \$25,225.00, with an in-kind match of \$8,408.00 (funds from the Prosecutor's budget), for a total amount of \$33,633.00 for the period from July 1, 2015 to June 30, 2016. An increase in 2016 fringe benefits for PERS and Police and Fire pensions must now be included, thereby increasing the in-kind match by \$6,462.00. This Resolution will authorize an amendment to modify the grant amount to increase the in-kind match to \$14,870.00, for a total grant amount of \$40,095.00.

F-2 RESOLUTION AUTHORIZING RENEWAL OF GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM IN THE AMOUNT OF \$142,743.00.

This Resolution will authorize the Gloucester County Prosecutor to submit a grant application to the New Jersey Division of Criminal Justice, Office of the Insurance Fraud Prosecutor for continuation of funding for the County Prosecutor Insurance Fraud Reimbursement Program for the period January 1, 2017 to December 31, 2017. The funds which will pay the salaries of one (1) unit detective as well as salaries for time spent on insurance fraud related matters for an assistant prosecutor and support staff. The objective of the Program is to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs; and, to work with local, county and state agencies as well as insurance company investigators to achieve these objectives.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AMENDMENT TO SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY.

This Resolution will authorize an amendment to the Shared Services Agreement between the County and City of Atlantic for the provision of Health Officer Services which was entered into for the period July 1, 2015 to December 31, 2016. Due to the State takeover of Atlantic City, it is necessary to extend the Shared Services Agreement to March 1, 2017 to cover the transition period. The increased rate charged to the City will be 2%, resulting in a new rate of \$2,580.00 per month, effective December 31, 2016.

Old Business

New Business

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

Adjournment

6:30 p.m. Wednesday, December 21, 2016

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes		X
Christy	X	
DiMarco	X*	
Simmons	X	
Jefferson	X	
Damminger	X	

*Freeholder DiMarco arrived during the proclamation presentation.

Changes to the Agenda

Approval of the regular meeting minutes from December 7, 2016.

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

Comments: _____

50223 Proclamation honoring K-9 Brady upon his retirement from the Gloucester County Sheriff's Office (Christy) (to be presented)

PUBLIC HEARING

50224 RESOLUTION AUTHORIZING A PUBLIC HEARING AND TO AMEND THE GLOUCESTER COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR DOCUVAULT DELAWARE VALLEY, LLC.

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

ADOPT

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

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
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

50225 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF DECEMBER, 2016.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Simmons		X	X		16-08278
Jefferson			X		
Damminger			X		

Comments: N/A

50226 RESOLUTION AUTHORIZING THE CANCELLATION OF VARIOUS IMPROVEMENT AUTHORIZATIONS.

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

Comments: N/A

50227 RESOLUTION AUTHORIZING CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES.

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

Comments: N/A

50228 RESOLUTION AUTHORIZING CANCELLATION OF GENERAL LEDGER RECEIVABLE AND RESERVE BALANCES.

	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**

50229 RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER MEDICAL FROM DECEMBER 1, 2016 TO NOVEMBER 30, 2017 FOR \$19,394.00.

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

Comments: N/A

50230 RESOLUTION AUTHORIZING AMENDMENTS TO EXTEND THE TERMS TO A SHARED SERVICES AGREEMENT AND LEASE AGREEMENTS REGARDING EMERGENCY MEDICAL SERVICES WITHIN THE TOWNSHIP OF FRANKLIN.

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

Comments: N/A

50231 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLOUCESTER, DEPARTMENT OF EMERGENCY RESPONSE AND THE CAMDEN COUNTY DEPARTMENT OF PUBLIC SAFETY REGARDING THE ESTABLISHMENT OF RADIO INTEROPERABILITY BETWEEN THE FIRST RESPONDER ORGANIZATIONS AND THE COUNTY COMMUNICATIONS CENTERS.

	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**

50232 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE OF GLOUCESTER COUNTY, IN AN AMOUNT NOT TO EXCEED \$90,800.00, FROM DECEMBER 1, 2016 TO JUNE 30, 2017.

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

Comments: N/A

50233 RESOLUTION AUTHORIZING CONTRACTS WITH JPC GROUP, INC. FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 IN AN AMOUNT NOT TO EXCEED \$75,000.00.

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

Comments: N/A

50234 RESOLUTION AWARDDING A CONTRACT TO T&M ASSOCIATES FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 FOR \$172,599.70.

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

Comments: N/A

50235 RESOLUTION AWARDDING A CONTRACT TO CHURCHILL CONSULTING ENGINEERS FROM DECEMBER 22, 2016 TO DECEMBER 21, 2017 FOR \$68,236.71.

	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**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

50236 RESOLUTION AUTHORIZING MEMORANDUMS OF UNDERSTANDING WITH GLOUCESTER COUNTY HOUSING AUTHORITY AND HOUSING AUTHORITY OF THE BOROUGH OF GLASSBORO FROM DECEMBER 31, 2016 TO DECEMBER 30, 2017.

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

Comments: N/A

50237 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO CONTRACT WITH CENTER FOR FAMILY SERVICES TO DECREASE THE CONTRACT AMOUNT BY \$800.00, RESULTING IN TOTAL CONTRACT AMOUNT OF \$109,050.00, FROM FEBRUARY 1, 2016 TO JANUARY 31, 2017.

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

Comments: N/A

50238 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT WITH THE NEW JERSEY JUDICIARY, CUMBERLAND/GLOUCESTER/SALEM VICINAGE TO INCREASE THE AGREEMENT AMOUNT BY \$800.00, RESULTING IN TOTAL AMOUNT NOT TO EXCEED \$8,400.00.

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

Comments: N/A

50239 RESOLUTION AUTHORIZING APPLICATION FOR THE “FY2017 YOUTH INCENTIVE PROGRAM GRANT” TO THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES, CHILDREN’S SYSTEM OF CARE, IN AN AMOUNT NOT TO EXCEED \$38,442.00.

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

Comments: N/A

50240 RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES FOR THE 2017 HUMAN SERVICES PLANNING GRANT, FOR A TOTAL AMOUNT OF \$73,704.00, WITH THE STATE’S SHARE \$67,004.00 AND THE COUNTY SHARE \$6,700.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: Carl Ford addressed the board about his concerns and opposition of the South Jersey Gas Pipeline that is before the Pineland Commission. He feels that the pipeline is bad for the environment, the State and the Pine Barrens.

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: 6:51 PM

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Nicholas James Dales
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Nicholas James Dales on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, Nicholas joined the Swedesboro/Woolwich Cub Scouts Pack 213 at the age of eight and progressed from Wolf, to Bear to Webelos. He crossed over into the Swedesboro/Woolwich Boy Scouts Troop 13 in 2012, achieving the ranks of Scout, Tenderfoot, Second Class, First Class, Star and Life. On November 14, 2016, Nicholas distinguished himself by earning the "Rank of Eagle Scout", the highest award offered by the Boy Scouts of America; and

WHEREAS, Nicholas earned 44 Merit Badges, 21 of which are required for his Eagle Scout Ranking. He exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Order of Arrow Troop Representative, Assistant Patrol Leader, Leave No Trace Trainer and Troop Librarian; and

WHEREAS, Nicholas performed 106 hours of community service with his Troop, and his special achievements include Super Achiever, Arrow of Light and World Conservation Awards. He was elected to the Order of the Arrow, Scouting's National Honor Society; and

WHEREAS, Nicholas exhibited his commitment to public service by selecting as his Eagle Scout project the developing of a "Garden" around Woolwich Township, beautiful Memorial honoring the victims of 9/11. Nicholas designed and supervised other Scouts and adult volunteers through all phases of this project. In addition, he installed a Peace Pole, donated by the Walter Hill 6th Grade Class of 2015, and revitalized Mary Folker's Memorial Garden, creating welcoming areas to sit and reflect. Nicholas's project was especially meaningful to him, since as a newborn baby, he was due to be at the South Tower with his mother, Denise, on that fateful morning. Now grown and through his interaction with our local Veterans, he truly understands what sacrifice means; 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 honor and recognize Nicholas James Dales for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.

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 30th day of December, 2016.

Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

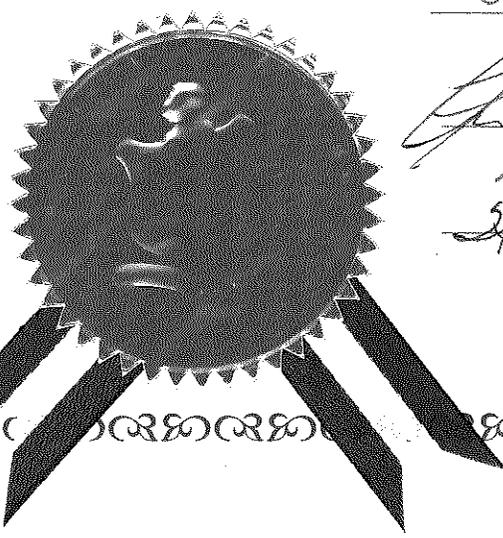
Attest: Chad M. Bruner
Administrator/Clerk of the Board

Robert M. Damminger
Freeholder Director

Lyman Barnes
Freeholder

Frank J. DiMarco
Freeholder

Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders
Proclamation

WELCOME HOME
Lieutenant Colonel James Garcia

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and Welcome Home **Lieutenant Colonel James Garcia**, United States Air Force and New Jersey Air National Guard, from his deployment to Saudi Arabia; and

WHEREAS, **Lieutenant Colonel Garcia** served with distinction during multiple deployments in his over 30 year career as an Officer in the United States Air Force and New Jersey Air National Guard. Throughout his military career he has worked in Intelligence, Antiterrorism and as a Squadron Commander. In his more recent years he has deployed to Qatar, Germany, Kuwait, and Afghanistan in support of Operation Enduring Freedom. **Lieutenant Colonel Garcia** returns home after a six-month deployment to Saudi Arabia; and

WHEREAS, having served with honor and distinction, **Lieutenant Colonel Garcia's** awards and citations include the *Defense Meritorious Service Medal*, the *Meritorious Service Medal* with 2 Oak Leaf Clusters, the *Air Force Commendation Medal* with 2 Oak Leaf Clusters, the *Air Force Achievement Medal* with 2 Oak Leaf Clusters, the *National Defense Service Medal* with service star, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Medal*, the *Air Force Longevity Service Ribbon* with 3 Oak Leaf Clusters, *Armed Forces Reserve Medal* with numeral 2 device, the *Air Force Training Ribbon* with 1 Oak Leaf Cluster, the *Small Arms Expert Marksmanship Ribbon* and the *State of New Jersey National Guard Commendation Medal*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Lieutenant Colonel Garcia** and all those servicemen and servicewomen who gallantly serve their country including **Lieutenant Colonel Garcia's** sons, Petty Officer 2nd Class Thomas Garcia and Petty Officer 2nd Class Daniel James Garcia, currently serving in the United States Navy Reserves; and

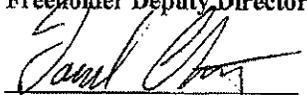
WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to endure, not only the absence of their loved ones, but also the uncertainty of their fate; and

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 are honored to welcome home **Lieutenant Colonel James Garcia** and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

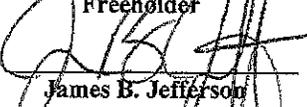
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of December, 2016.



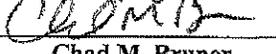
Giuseppe (Joe) Chila
Freeholder Deputy Director



Daniel Christy
Freeholder



James B. Jefferson
Freeholder

Attest: 
Chad M. Bruner
Administrator/Clerk of the


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

~ IN RECOGNITION OF ~ HAZEL LEE-BRIGGS 20 YEARS OF SERVICE

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize Hazel Lee-Briggs for her distinguished 20-year career as Executive Director of the Center for Independent Living, South Jersey (CIL-SJ) and dedicated service to the residents of Gloucester County; and

WHEREAS, the goal of CIL-NJ is to assist individuals with disabilities to achieve their maximum potential within their families and communities. With this vision in mind, Hazel Lee-Briggs has represented the interests of these individuals maximizing opportunities through both planning and advocacy; and

WHEREAS, Hazel was raised by parents with disabilities in a household of fourteen children. From an early age, Hazel learned you could do anything and not be afraid to ask for help. Teaching and advocacy are two strong skills, learned at an early age; that impacted her life's work; and

WHEREAS, Hazel has served on numerous Disability Advisory Boards at the local, county and state level. She has served on the Camden County Planning Advocacy Committee, the Monday Morning Advocacy Advisory Board, Workforce Investment Board and Literacy Gloucester County. Hazel was also a member of the New Jersey Statewide Independent Living Council in 2002 and 2005; and

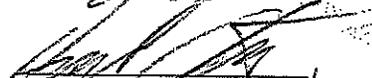
WHEREAS, Hazel was the recipient of the 2011 Chapel of Four Chaplains Legion of Honor Award, recognizing her services to all people regardless of race or faith. She also played an instrumental role in the decision to build a Police Sub-station at the Walter Rand transportation Center, Camden City; and

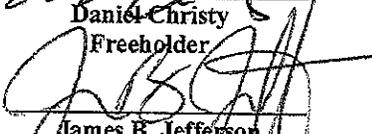
WHEREAS, Hazel Lee-Briggs and John Briggs have three children, Shirvell, Brian and Doreen, two stepchildren, John and Tajwanque, twelve grandchildren and six great-grandchildren, with two more on the way; and

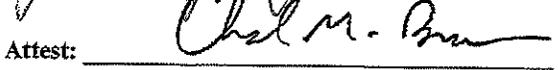
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Hazel Lee-Briggs for her dedicated service of 20 years rendered to the residents of Gloucester County.

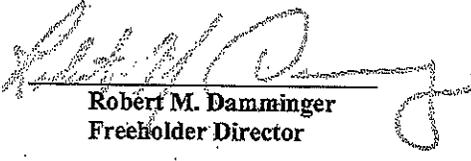
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of December, 2016


Giuseppe (Joe) Chila
Freeholder/Deputy Director

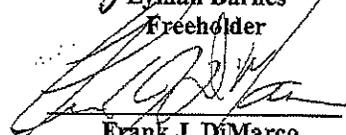

Daniel Christy
Freeholder

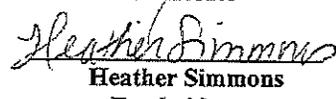

James B. Jefferson
Freeholder


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


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


Frank J. DiMarco
Freeholder


Heather Simmons
Freeholder

Gloucester County

Board of Chosen Freeholders

Proclamation

CELEBRATING

**"MID-ATLANTIC STATES CAREER & EDUCATION CENTER"
ON ITS RIBBON CUTTING CELEBRATION AT
55 DELAWARE STREET WOODBURY
DECEMBER 14TH 2016**

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Mid-Atlantic States Career & Education Center at a ribbon cutting ceremony to officially open at its new location of 55 Delaware Street, Woodbury, NJ on December 14th, 2016; and

WHEREAS, Mid-Atlantic States Career and Education Center was incorporated in 2009 as a New Jersey non-profit 501c3 and is currently staffed with 43 employees, serving various southern New Jersey counties, including Gloucester, with programs for job readiness and job placement; and

WHEREAS, Mid-Atlantic States Career and Education Center partners with the Gloucester County Workforce Development Board and purchased 55 Delaware Street from the county in September of 2016, utilizing this convenient location to train, educate and place Gloucester County's unemployed population as part of the programs at the American Job Center. In addition, they offer community work experience to TANF consumers to help them gain experience to reenter the workforce; and

WHEREAS, Mid-Atlantic States Career and Education Center has successfully placed over 500 Gloucester County residents with permanent jobs. This new location has outstanding public transportation access for clients and employers looking to hire clients from the program and is in the heart of the County seat within close proximity to child care, health care and local businesses; 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 Mid-Atlantic States Career and Education Center on its official opening of its 55 Delaware Street Woodbury location.

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 14th day of December, 2016.


Robert M. Damminger
Freeholder Director


Giuseppe (Joe) Chila
Freeholder Deputy Director


Lyman Barnes
Freeholder

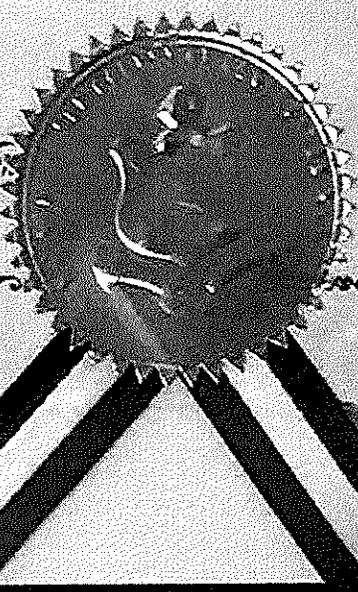

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Chad M. Bruner, Clerk of the Board



RESOLUTION AUTHORIZING 2016 BUDGET TRANSFERS

AM

WHEREAS, the Treasurer of the County of Gloucester has recommended that there be 2016 Budget Transfers; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2016 Budget is hereby authorized:

TRANSFER FROM

Board of Taxation - S&W	4,500.00
Human Services – S&W	<u>50,000.00</u>
	\$ 54,500.00

TRANSFER TO

Educational & Disability Services – S&W	20,000.00
Senior Services – S&W	30,000.00
Extension Services – S&W	<u>4,500.00</u>
	\$ 54,500.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 28, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

A2

RESOLUTION AUTHORIZING A CONTRACT WITH PROFESSIONAL PROPERTY APPRAISERS, INC., FROM DECEMBER 29, 2016 TO DECEMBER 28, 2017 IN AN AMOUNT NOT TO EXCEED \$488,000.00

WHEREAS, there is a need for qualified individuals and firms to provide inspection, appraisal, and encoding of real property in Monroe Township on behalf of the Gloucester County Assessor's Office; and

WHEREAS, the County requested proposals, via RFP-16-051, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Professional Property Appraisers, Inc., with offices at P.O. Box 905, Delran, NJ, made the most advantageous proposal; and

WHEREAS, each contract shall be for estimated units of services, in an amount not to exceed \$488,000.00 from December 29, 2016 to December 28, 2017 as follows: \$40.00 per parcel for approximately 12,200 Class 2 and 3A inspections, measurements, and encoding services, as set forth in contractor's proposal dated December 14, 2016 in response to RFP 16-051; and

WHEREAS, 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, the contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the contract 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 for the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Professional Property Appraisers, Inc., for the aforementioned purpose in an amount not to exceed \$488,000.00, from December 29, 2016 to December 28, 2017; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract 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; 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.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 28, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

A-2

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PROFESSIONAL PROPERTY APPRAISERS, INC.**

This Contract is made this 29th day of December, 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 **PROFESSIONAL PROPERTY APPRAISERS, INC.**, of P.O. Box 905, Delran, NJ, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for inspection/appraisal services as more particularly set forth in RFP-16-051; 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.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be for the period beginning December 29, 2016 and concluding December 28, 2017.

2. **COMPENSATION AND BILLING REQUIREMENTS.**

A. Contract shall be for estimated units of services, in an amount not to exceed \$488,000.00 from December 29, 2016 to December 28, 2017 as follows: \$40.00 per parcel for approximately 12,200 Class 2 and 3A inspections, measurements, and encoding services, as set forth in contractor's proposal dated December 14, 2016 in response to RFP 16-051.

B. 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.

C. 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.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP-16-051, and Contractor's responsive proposal dated December 14, 2016, which are incorporated in their entirety and made a part of this Contract by reference. Should there occur a conflict between this form of contract and RFP-16-051, this contract shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP-16-051, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **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.

10. **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.

11. **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.

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 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.

14. **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.

15. **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.

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

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

18. **FINANCIAL DISCLOSURE.** The Contractor if required by law shall file a Financial Disclosure Statement, pursuant to Local Government Ethics Law B N.J.S.A. 40A:9-22.1, et seq., P.L. 1991, c. 29.

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-16-051 issued by the County of Gloucester and Contractor's responsive proposal dated December 14, 2016. Should there occur a conflict between this form of contract and the County's RFP-16-051, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP-16-051 issued by the County of Gloucester and the Contractor's responsive proposal dated December 14, 2016, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 29th day of December, 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.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**PROFESSIONAL PROPERTY
APPRAISERS, INC.**

LISA GATTI

**BRIAN SCHNEIDER,
VICE-PRESIDENT, CFO**

Professional Property Appraisers Inc.

101 S. US HWY 130, Suite 301, Cinnaminson, NJ 08077

PO Box 905, Delran, NJ 08075

Phone: 1-866-957-1388

Fax: 1-856-764-1453

December 14, 2016

Mr. Peter Mercanti
Purchasing Director
Gloucester County
Administration Building
2 South Broad Street
Woodbury, NJ 08096

RE: RFP-16-051 Inspections/ Appraisal Services-Office of Tax Assessment

Dear Mr. Mercanti:

Responding to your request we are pleased to submit the following for your consideration.

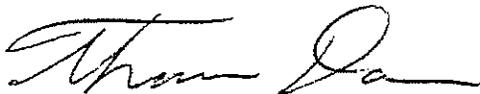
We propose to provide inspection/appraisal services on behalf of the Gloucester County Assessor's Office. We will measure, inspect and encode Class 2 and Class 3A properties within Monroe Township, Gloucester County. See Fee Schedule below:

Class 2 and Class 3A inspections \$40.00 per parcel

This proposal includes photographs of the front and rear improvements along with any accessory structures.

Thank you for considering this proposal.

Very truly yours,



Thomas C. Davis, SRA, SCGRE, CTA
President



Brian Schneider, SLREA, CTA
Vice President, CFO

RESOLUTION ESTABLISHING FEES FOR THE DIVISIONS OF HEALTH SERVICES AND SENIOR SERVICES FOR 2017

WHEREAS, the County provides certain services and programs to residents to promote well-being and health in accordance with fee schedules; and

WHEREAS, a fee schedule for the Division of Health for inspections and other services has been developed as per Schedule A attached hereto; and

WHEREAS, a fee schedule has been developed for the Division of Senior Services for meals and other activities provided as per Schedule B attached hereto; and

WHEREAS, it is necessary to establish annual fee schedules relative to the above services and activities for the year 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the annual fees for the Division of Health Services and Division of Senior Services shall be established as set forth in Schedule A and Schedule B attached hereto and incorporated as if fully set forth herein, effective January 1, 2017.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on December 28, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

SCHEDULE A

A3

2017 FEES FOR ENVIRONMENTAL HEALTH

Plan Review for Consumer Health

2017 Fee

Retail Food Establishment	
Risk Factor 1	\$75.00
Risk Factor 2	\$100.00
Risk Factor 3	\$150.00
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Emergency /Off Hour Call-Outs	\$100.00
Campgrounds	\$150.00
Swimming pools	\$300.00
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Spas	\$300.00
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Pet Shops and Kennels	\$150.00
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Mobile/Temporary Food Plan Review	
Risk Factor 1	\$50.00
Risk Factor 2	\$75.00
Risk Factor 3	\$150.00

Tattoo/Body Piercing/Permanent Cosmetics

Application for New Facility and Plan review	\$300.00
Application - Annual Renewal	\$150.00
Plans for Removal or Renovation permitted facilities	\$150.00
Change of Personnel Notification	\$100.00
Temporary Facility Application	\$1,000.00
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00

Ear Piercing Facilities

SCHEDULE A

2017 FEES FOR ENVIRONMENTAL HEALTH

Application for New Facility and Plan review	\$150.00
Application - Annual Renewal	\$50.00
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Tanning	
Reinspection fee (first)	\$50.00
Reinspection fee (second)	\$75.00
Reinspection fee (third & above)	\$125.00
Plan Review for Environmental Quality	
Wells	\$100.00
Septic Systems (Plans will expire after 2 years)	
Preliminary review of lots within a subdivision (per lot)	\$150.00
New system that previously received preliminary review	\$150.00
New (no preliminary review)	\$300.00
Alteration	\$225.00
Repair	\$75.00
Revision (after initial certification)	\$150.00
Real Estate Inspection of Septic System review	\$100.00
Real Estate Inspection of Septic System update	\$50.00
Septic system permit renewal	\$75.00
Surface Water Sampling Costs	
Average Charge for Personnel Costs per Hour	\$70.00
Average Charge for Personnel Costs per Hour - Overtime	\$105.00
Minimum Charge for Personnel Costs	\$70.00

SCHEDULE B

2017 FEES FOR DIVISION OF SENIOR SERVICES

NUTRITION PROGRAM: The donated fee request for Meals at Congregate Nutrition Sites shall be set at \$1.25 per meal;

SERV-A-TRAY: The donated fee request for Home Delivered Meals or Serv-A-Tray Meals shall be set at \$1.25 per meal;

WEEKEND MEALS: The donated fee request for Home Delivered Weekend Meals shall be set at \$1.75 per meal;

SENIOR PICNIC. The fee for the Senior Picnic shall be set at \$2.00 per person;

SENIOR TALENT SHOW: The fee for the Golden Follies (Senior Talent Show) shall be set at \$2.00 per person;

CHRISTMAS PARTY: The fee for the Christmas Party shall be set at \$3.00 per person;

E-1

RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY THE TOWNSHIP OF DEPTFORD, FOR \$743,606.50

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, the Township of Deptford, having presented itself as the owner of the land and premises located in the Township of Deptford (hereinafter "Deptford"), and known as Block 2, Lot 28; Block 9, Lots 3 and 4; Block 14, Lot 1; Block 15, Lots 1 and 2; Block 16, Lot 4; Block 22, Lot 1; Block 23, Lots 1 and 2; Block 24, Lot 2 and Block 27, Lot 1, on the Official Tax Map of the Township of Deptford (hereinafter collectively the "Property"), which consists of approximately 36.01 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, the Township of Deptford, 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 \$743,606.50, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of \$743,606.50, pursuant to CAF# 16-11030, 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 the Township of Deptford, in the Township of Deptford, County of Gloucester, State of New Jersey for \$743,606.50; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Township of Deptford, in regard to the County's purchase of development easements in the farm premises known as Block 2, Lot 28; Block 9, Lots 3 and 4; Block 14, Lot 1; Block 15, Lots 1 and 2; Block 16, Lot 4; Block 22, Lot 1; Block 23, Lots 1 and 2; Block 24, Lot 2 and Block 27, Lot 1, in the Township of Deptford, 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, December 28, 2016, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

E-1

CONTRACT TO SELL DEVELOPMENT EASEMENT

THE TOWNSHIP OF DEPTFORD

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: THE TOWNSHIP OF DEPTFORD, with administrative offices at 1101 Cooper Street, Deptford, New Jersey 08096 (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: Block 2, Lot 28; Block 9, Lots 3 and 4; Block 14, Lot 1; Block 15, Lots 1 and 2; Block 16, Lot 4; Block 22, Lot 1; Block 23, Lots 1 and 2; Block 24, Lot 2 and Block 27, Lot 1, in the Township of Deptford, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 20,650.00 ASSUMED ACREAGE: Approximately 36.01 acres

ESTIMATED GROSS SALES PRICE: \$743,606.50

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

OF EXCEPTION AREAS: 1 / .5 acre non-severable exception

ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes
B - Conditions on Excepted Land - no
C - Fuel Tank Disclosure - yes

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be

attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following:
(a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and

restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement.

The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

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

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of

Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

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

Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

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

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

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

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

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous

substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

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

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

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

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

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

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

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

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

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

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that

no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

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

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

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

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

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

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-

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

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which

evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's

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

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

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

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

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

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

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

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

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

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

forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

communication with Buyer concerning the Property.

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

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

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

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

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

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

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

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

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

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

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase.

In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

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

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

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

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

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

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

shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

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

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

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

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

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

SELLER:
TOWNSHIP OF DEPTFORD

BY: _____
PAUL J. MEDANY, MAYOR

BUYER:
COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Federal Tax ID

**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: _____
PAUL J. MEDANY, MAYOR
TOWNSHIP OF DEPTFORD

_____ Date

County of Gloucester Purchasing Department

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

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 16-11030

Pg 1

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

**V
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VENDOR #: WESTJ010
WEST JERSEY TITLE AGENCY
OF SALEM COUNTY, INC
15 SOUTH MAIN STREET
WOODSTOWN, NJ 08098

ORDER DATE: 12/12/16
REQUISITION NO: R6-11248
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution authorizing the purchase of a Development Rights Easement and signing of an agreement of sale and other necessary documents for closing on a farm property (known as the Andaloro Farm) owned by the Township of Deptford, Bl.2, Lt.28; Bl.9, Lt.3,4; Bl.14, Lt.1; Bl.15, Lt.1,2; Bl.16, Lt.4; Bl.22, Lt.1; Bl. 23, Lt.1,2; Bl.24, Lt.2; Bl.27, Lt.1. consisting of 36.01 acres certified at \$20,650.00 per acre for a total sum of \$743,606.50 for Open Space Preservation.	T-03-08-509-372-20548 Farmland Preservation	734,606.5000	734,606.50
			TOTAL	734,606.50

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
<input checked="" type="checkbox"/> VENDOR SIGN HERE	DATE		
TAX ID NO. OR SOCIAL SECURITY NO.	DATE		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD	PURCHASING DIRECTOR

[Signature]
DATE

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Frankenfield appraisal

R. W. Frankenfield Associates

Real Estate Appraiser and Consultant
521 Middle Road
Hammonton, New Jersey 08037
Phone: 609-457-9570
Fax: 609-704-8665

July 8, 2016

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

Re: Appraisal Report of Andaloro Property

138 Andaloro Way, Block 2, Lot 28; Block, 9, Lots 3, 4; Block 14, Lot 1;
Block 15, Lots 1, 2; Block 16, Lot 4; Block 22, Lot 1; Block 23, Lots 1, 2;
Block 24, Lot 2; Block 27, Lot 1

Deptford Township, Gloucester County, NJ

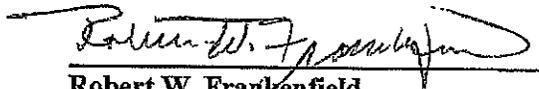
Dear Mr. Atkinson:

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 1, 2016, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$29,000.	\$986,000.
Estimate of Property Value, After:	\$ 3,000.	\$102,000.
Estimate of Development Easement Value:	\$26,000.	\$884,000.

Respectfully Submitted,



Robert W. Frankenfield
SCGRE 42RG00061300

R. W. Frankenfield Associates

Hanson appraisal

THE HANSON ORGANIZATION

216 Cornell Road, Audubon, NJ 0810
(609) 457-7297 (Office)

MARK J. HANSON, MAI, AI-GRS, SRA, ESQ
MAI, AI-GRS, SRA Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us

May 20, 2016

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Deisea Drive, Building B
Clayton, New Jersey 08312

Re: Appraisal of the Andaloro Farm
138 Andaloro Way, Deptford Township, NJ

Dear Mr. Atkinson:

At your request, I have prepared an appraisal of the Andaloro Farm located at 138 Andaloro Way, Deptford Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on March 1, 2016.

This report is intended for use only by Gloucester County and the State Agricultural Development Committee (SADC) for farmland preservation use. This report is not intended for any other use. This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the New Jersey Legislature under N.J.S.A. 45:14F-1 et seq, and the appraisal handbook regulations of the SADC.

I have made a personal inspection of the site, the neighborhood and its surrounding land uses and I have completed a study of those factors that influence value. To the best of my knowledge and belief, the statements contained in this report are correct and subject to the assumptions and limiting conditions which may be found herein. This is to certify that I have carefully examined the above property, that I have no financial or other interest in the property and that my employment is in no way contingent upon the amount of the valuation.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Bartholomew Farm, as described herein, as of March 1, 2016 was as follows:

	<u>2016</u>	<u>2016</u>
	<u>Value Per Acre</u>	<u>Total Value</u>
<u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u>	\$19,000	\$646,000
<u>RESTRICTED MARKET VALUE AFTER EASEMENT</u>	\$3,700	\$126,000
<u>VALUE OF DEVELOPMENT EASEMENT</u>	\$15,300	\$520,000

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION

Mark J. Hanson

Mark J. Hanson, MAI, AI-GRS, SRA
NJCGREA - #42RG00012000

file #2016011

LEGEND OF ACQUISITION

TRACT 101
ANDLORR VAL

LEGEND OF ACQUISITION

TRACT ONE & TWO
SUMMARY

GENERAL

BLK	ACRES	PREPARED OWNERS	PROJECT NAME	FEDERIC & AKIN PA JOB NO.	TOWNSHIP OF DEPTERD	ANDLORR FARM	16140	GENERAL
0	0							
1	36.69							Distric
2	0.50							Do not
3	0.18							Bea...
4	0.50							Distric
5	36.69							The fl

BLK	ACRES	PREPARED OWNERS	PROJECT NAME	FEDERIC & AKIN PA JOB NO.	TOWNSHIP OF DEPTERD	ANDLORR FARM	16140	GENERAL
9	100 X							
2	2.68							
14	34.01							
15	0.11							
16	0.00							
22	0.00							
23	0.00							
24	0.00							
27	0.00							

BLK	ACRES	PREPARED OWNERS	PROJECT NAME	FEDERIC & AKIN PA JOB NO.	TOWNSHIP OF DEPTERD	ANDLORR FARM	16140	GENERAL
11	0.00							
17	0.00							
20	0.00							
21	0.00							
25	0.00							
26	0.00							
28	0.00							
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100	0.00							

BLK	ACRES	PREPARED OWNERS	PROJECT NAME	FEDERIC & AKIN PA JOB NO.	TOWNSHIP OF DEPTERD	ANDLORR FARM	16140	GENERAL
1	36.69							Distric
2	0.50							Do not
3	0.18							Bea...
4	0.50							Distric
5	36.69							The fl

Total Acres
36.01

per Title Commitment listed in General Notes 58:
 of the DTMA, Lot 1, Block 27,
 used unto the Gloucester County Sewerage
 e. Data & Air Tele & Tele Co by Ephraim
 e. Eastern Telephone & Telegraph Co. by
 e. Tackman Park Land and Timber Company to the
 Company,
 Highway Route 47 and not the P.O.
 Highway Route 47 and not the P.O.
 southwestwardly to its terminus at Lot 1, Block 2
 southwestwardly to Cobblestone Lane and making
 a southeastwardly to its terminus at Lot 1,



RESOLUTION AUTHORIZING AMENDMENT TO THE STOP VIOLENCE AGAINST WOMEN ACT GRANT TO INCREASE THE GRANT AMOUNT TO \$40,095.00

WHEREAS, the Board of Chosen Freeholder of the County of Gloucester adopted a Resolution on November 24, 2015 authorizing the application to the New Jersey Division of Criminal Justice relative to the Stop Violence Against Women Act (VAWA) Grant; and

WHEREAS, the grant funds requested were for the amount of \$25,225.00, with an in-kind match of \$8,408.00 (funds from the Prosecutor's budget), for a total amount of \$33,633.00 for the period from July 1, 2015 to June 30, 2016 in the total amount of \$33,633.00; and

WHEREAS, due to an increase in 2016 fringe benefits/pensions for PERS and Police and Fire, it is necessary to include said cost, thereby increasing the in-kind match by \$6,462.00; and

WHEREAS, this amendment shall only apply to modification of the grant amount to increase the in-kind match to the amount of \$14,870.00, for a total grant amount of \$40,095.00; and

WHEREAS, and all terms and provisions of the original grant award that are not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that an amendment to the Stop Violence Against Women Act (VAWA) Grant to increase the in-kind match to \$14,870.00, for a total amount of \$40,095.00 is hereby authorized and approved to include the cost of 2016 fringe benefits for the County Prosecutor's Office; and, that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendment. All other terms and conditions of said grant to remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 28, 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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NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
SUBGRANT AWARD

PROJECT TITLE County Office of Victim Witness Advocacy-DV Advocate	SUBGRANT AMOUNT		
IMPLEMENTING AGENCY Gloucester County Prosecutor's Office	FEDERAL	\$	25,225
	MATCH	\$	14,870 (Local)
	TOTAL	\$	40,095
SUBGRANTEE Gloucester County	DATE OF AWARD		
FEDERAL AWARD NO. 2014-WF-AX-0032	02/16/16		
STATE ACCOUNT NO. FY14-100-066-1020-246	CFDA NO.	16.588	

According to the Violence Against Women Act, 42 U.S.C. §3796gg et seq., as reauthorized, the STOP Violence Against Women Grant Program rules, 28 C.F.R. Part 90, as amended, program guidelines, and based on the application, the Department of Law and Public Safety hereby awards to the above-named Subgrantee a subgrant in the amount specified for the purposes set forth in the approved application.

This subgrant is subject to the requirements set forth in the appropriate Federal Management Circulars, the General Conditions for subgrants promulgated by the Department of Law and Public Safety all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500 et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This Subgrant Award incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBGRANTEE

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Signature of Authorizing Official

Attorney General or Designee

Robert M. Damminger, Freeholder Director
TYPED NAME OF OFFICIAL and TITLE

Date

N/A
L&PS Chief Fiscal Officer
(If applicable)

Subgrant Number: 14VAWA-37

Date Application Received: 12/21/15

N/A
L&PS Project Director
(If applicable)

Subgrant Period: 07/01/15 - 06/30/16

Subgrantee Fiscal Year Start Date: January

RESOLUTION AUTHORIZING RENEWAL OF GRANT APPLICATION TO THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM IN THE AMOUNT OF \$142,743.00

WHEREAS, the NJ Office of the Insurance Fraud Prosecutor has been designated by the Legislature to implement funding reimbursement for anti-insurance fraud activities, pursuant to N.J.S.A. 17:33A-28, and the NJ Attorney General has allocated funds dedicated for such purpose; and

WHEREAS, the Office of the Gloucester County Prosecutor desires to submit an application to the NJ Division of Criminal Justice, Office of the Insurance Fraud Prosecutor for continuation of funding for the County Prosecutor Insurance Fraud Reimbursement Program; and

WHEREAS, the County Prosecutor recommends the execution of the 2017 Insurance Fraud grant application for grant funds which will pay the salaries of one (1) unit detective as well as salaries for time spent on insurance fraud related matters for an Assistant Prosecutor and clerical support; and

WHEREAS, the County Prosecutor's Office reviewed all data supplied, or to be supplied, in the application and its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and the attachments are true and correct; and

WHEREAS, the County Prosecutor's Office submitted the grant application to the County Treasurer for review, and the Treasurer has approved the application, and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority.

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the grant funds to be requested for said grant is \$142,743.00 for the grant term from January 1, 2017 to December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the grant application and any other documents necessary to participate in and obtain funding administered by the NJ Office of the Insurance Fraud Prosecutor for the County Prosecutor Insurance Fraud Reimbursement Program in the amount of \$142,743.00, from January 1, 2017 to December 31, 2017.

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the funds will be used pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority and will provide any necessary additional assurances as may be required, and that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 28, 2016 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

Fr

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: 12/15/16

1. TYPE OF GRANT
NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 14-242

2. GRANT TITLE: County Prosecutor Insurance Fraud Reimbursement Program

3. GRANT TERM: FROM: 1/1/17 TO: 12/31/17

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Margaret Cipparrone 384-5648

6. NAME OF FUNDING AGENCY: NJ Division of Criminal Justice, Office of Insurance Fraud

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant funds the salaries for a detective and partially pays salaries for an assigned assistant prosecutor and support staff. The Gloucester County Insurance Fraud Unit 's mission is: to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs; and work with local, county and state agencies as well as insurance company investigators to achieve these objectives. To that end, the Gloucester County Insurance Fraud Unit established a number of proactive programs. These programs vary depending upon their success. However, the face of insurance fraud has changed and the Unit is changing with it. Now the focus is on narcotics and insurance fraud and consumer application fraud.

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

NAME	AMOUNT	NAME	AMOUNT
<u>William Perna</u>	<u>\$106,002</u>	<u>Investigative FTE</u>	<u>\$1,800</u>
<u>Assistant Prosecutor FTE</u>	<u>\$11,000</u>		
<u>Clerical FTE</u>	<u>\$2,400</u>		

FTE = Full time equivalent

9. TOTAL SALARY CHARGED TO GRANT: \$121,202

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT\$ 0

12. FRINGE BENEFIT RATE CHARGED TO GRANT: 45.25%, 52.75%

13. DATE APPLICATION DUE TO GRANTOR 10/28/16

New Jersey Office of the Insurance Fraud Prosecutor
County Prosecutor Insurance Fraud Reimbursement Program

Reimbursement Application
For the Period January 1, 2017 - December 31, 2017

Application Overview

Name of County: Gloucester County

Implementing Agency: Gloucester County Prosecutor's Office

Program Summary (limit 100 words or less):

The Gloucester County Insurance Fraud Unit's mission is: to detect, investigate and prosecute insurance fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs; and work with local, county and state agencies, as well as insurance company investigators, to achieve these objectives. To that end, the Gloucester County Insurance Fraud Unit established a number of proactive programs. These programs vary depending upon their success. However, the face of insurance fraud has changed and the Unit continually evolves with that change. The focus is now on narcotics and insurance fraud, consumer application fraud, and fraudulent insurance documents presented to the two Gloucester County Motor Vehicle Commission offices.

County Requested Funding	\$ 142,743
OIFP Approved Funding	\$

Approved: _____
Office of Insurance Fraud Prosecutor/Date

Application Deadline: October 28, 2016

Table of Contents

(Include a completed Table of Contents as page 2 of the application.
The application must be submitted in the following order. Insert page numbers for each section.)

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(If available when submitting the application. A certified Resolution of Participation must be submitted before the State will release funds to the county under this Program.)	
Appendix.....	
(Brochures, press clips, awards and any other information the agency wishes to provide)	

Applicant Information

Name of the County: County of Gloucester

Address: 2 south Broad Street, P.O. Box 337

City/State/Zip Code: Woodbury, NJ 08096

County Web Site: www.co.gloucester.nj.us

Federal ID Number: 21-6000660

County Prosecutor: Sean Dalton

Address, City, State, Zip: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856 384-5534

Fax: 856 384-8624

Email: sdalton@co.gloucester.nj.us

Name and Title of CPO Program Director: Margaret Cipparrone, Assisstant Prosecutor

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856 384-5648

Fax: 856 384-8624

Email: mcipparrone@co.gloucester.nj.us

Name and Title of CPO Contact Person: Patricia Reid, Office Manager

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856 384-5532

Fax: 856 384-8624

Email: preid@co.gloucester.nj.us

Name and Title of County Chief Financial Officer: Tracey Giordano, Treasurer

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856 853-3353

Fax: 856 251-6778

Email: gschwartz@co.gloucester.nj.us

Name and Title of CPO Fiscal Contact Person: Amanda Liberto, Accountant

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856 853-3356

Fax: 856 251-6778

Email: aliberto@co.gloucester.nj.us

Agency Description, Background, Experience and Capability

The Gloucester County Insurance Fraud Unit is partially funded by a reimbursement program administered through the State Office of the Insurance Fraud Prosecutor. The Unit consists of one assistant prosecutor, the CPO Program Director, other assistant prosecutors who maintain a time sheet for work performed on insurance fraud, and one full time detective. However, we utilize the services of a secretary and another detective, Detective Steve Hogan, at the expense of the County.

Assistant Prosecutor Margaret A. Cipparrone earned a Bachelor's Degree in Business Administration from the University of Michigan, graduating with high honors. She then earned a Jurisprudence Doctorate from Rutgers School of Law at Camden, graduating with highest honors and numerous awards. Prior to becoming employed with the County and the Insurance Fraud Unit, Ms. Cipparrone worked for years with the insurance industry. As an associate in a civil defense firm, she drafted letters of opinion regarding insurance coverage issues and prepared the legal defense of hundreds of civil litigation lawsuits. The lawsuits varied from Pip claims to auto liability, premises liability, commercial liability, construction liability, contract disputes, and dramshop matters. Ms. Cipparrone's work required her to work closely with insurance claims adjusters and SIU personnel.

Detective William Perna has an Associate Degree in Applied Science from Camden County College, a Bachelor of Arts Degree from Fairleigh Dickinson University, and a Master of Science Degree from the Fairleigh Dickinson University Public Administration Institute. He is also a Certified Public Manager, certified by the State of New Jersey. He is a retired New Jersey State Police Officer, retiring after serving 27 years with the State Police and achieving the rank of Lieutenant. While in the State Police, Detective Perna was the supervisor of the South Intelligence Unit⁶, responsible for investigating organized criminal activity in the seven southern counties of New Jersey. He was also assigned to the Federal Joint Terrorism Task Force in Newark on 9-11-01, supervising over 100 Troopers; and was assigned to the Joint Terrorism Task Forces in New Jersey and Philadelphia, Pennsylvania. Detective Perna's training, experience, and numerous contacts are invaluable to the Insurance Fraud Unit within the Gloucester County Prosecutor's Office.

Marianne Smith is the secretary to the unit. She came to the office with years of experience as a legal secretary in a private firm. Her backup for insurance fraud work is Joanne Eichenberg who worked as the Unit's legal secretary for years. We enjoy working with both women and look forward to a new year of timely reporting to the State.

Problem Statement

The Gloucester County Insurance Fraud Unit is pro-active in its mission to detect and deter insurance fraud. The Unit is successful in developing a good working relationship with the twenty-four local police departments. It is necessary to continue to foster this relationship to improve detection, investigation and prosecution of insurance fraud matters. Our renewed focus has been on insurance fraud application and detection as well as fraudulent claims.

The face of insurance fraud has changed over the last few years. Historically, a large number of auto thefts and auto "give-ups" were reported from the Deptford Mall. With the institution of a program by this Unit, requiring immediate faxing of auto theft reports to this Unit and the installation of new surveillance cameras, there have been only a minimal number of reported auto thefts at the Deptford Mall. Thus, the Mall Initiative is no longer a monthly program, but is conducted primarily from Thanksgiving through New Year's Day when auto thefts are reported in greater numbers.

As auto thefts and "give-ups" decreased, the focus moved to fraudulent motor vehicle insurance identification cards. However, over the last three years, due to increased vigilance by our local police departments and by the auto insurance industry, that form of insurance fraud has decreased also.

One focus of the Insurance Fraud Unit is on Healthcare claims fraud as it relates to narcotics. With the increase in the popularity of pharmaceuticals as recreational street drugs, comes an increase in the number of cases involving payment for fraudulent prescriptions with an insurance prescription card. Again, the difficulty in prosecuting healthcare claims fraud appears to be lack of detection by the local police departments. During the investigation they fail to ask what form of payment was used to purchase the prescription. To that end, Detective Steve Hogan, who is assigned to the Grand Jury Unit, screens all pre-indictment grand jury files, looking for cases where a possible charge of insurance fraud was overlooked. Since beginning this program, Detective Hogan has increased the number of matters with charges of insurance fraud. Detective Perna created a power point presentation to demonstrate to local law enforcement how insurance fraud goes hand in hand with obtaining narcotics through fraudulent means. Moreover, he is also teaching at the Gloucester County Detective Association wherein each of the twenty four county police departments is represented.

Another focus of the Insurance Fraud Unit is fraud committed during the application process as well as the completion of a fraudulent claim. The insurance carriers report directly to the State Insurance Fraud Office and the State forwards matters to this office as it deems appropriate.

The Insurance Fraud Unit works in concert with the Arson Unit to handle such offenses as arson for profit. The insurance fraud unit has held seminars in the past few years for the County fire departments. Last year the ATF taught on the preservation and collection of evidence to aid in the investigation of cause and origin. Moreover, Assistant Prosecutor Cipparrone teaches at the Arson Investigators Academy each time training is held. She teaches legal issues of arson investigation, including the collection of evidence for insurance fraud prosecution as well as testimony by the investigator at trial. This program is held every other year. Additionally, AP Cipparrone teaches at the spring and the fall police cadets at the Gloucester county Police Academy. She teaches arson and insurance fraud, among other topics. She last taught in October 2016.

Program Evaluation

With two months remaining in 2016, Gloucester County is continuing its focus within the Insurance Fraud Unit. We have achieved our goals and are endeavoring to increase our investigative efforts with emphasis on insurance fraud related charges.

GOALS FOR 2016:

1. Detection of insurance fraud with aggressive pursuit and prosecution;
2. Increase police officer awareness;
3. Thorough and timely reporting to the State Office of the Insurance Fraud Prosecutor

2016 Objectives and Activities:

1. Training at the Gloucester County Police Academy. Detective Perna and AP Cipparrone to teach a minimum of two times during the year at the Academy. Programs include teaching the insurance fraud statutes, among others.

This objective was achieved by both Detective Perna and AP Cipparrone with the last teaching assignment on October 19, 2016

2. Training of the twenty four (24) police departments by teaching a block of time at the Basic Narcotics School. Detective will use the power point presentation he devised which emphasizes the connection of healthcare claims fraud and "pill" cases.

This objective was achieved by Detective Perna.

3. Training of the twenty four (24) police departments through the Gloucester County Detectives Association. Detective Perna to present his power point presentation emphasizing the connection of healthcare claims fraud and "pill" cases.

This objective was achieved by Detective Perna.

4. Detective Perna will begin a ride-a-long program with the Gloucester County Detectives in the Guns, Gangs, and Narcotics Unit investigating pill and healthcare claims fraud.

This objective was achieved by Detective Perna. Weekly contact has been established with this unit resulting in three cases being generated

5. Detective Perna will continue his relationship with the two Motor Vehicle Commission locations in the County to investigate suspicious registrations of vehicles using fraudulent insurance information.

This objective was achieved by Detective Perna. Seven cases were generated through this relationship.

6. The Unit will utilize the Better Business Bureau and the Consumer Affairs Division to assist in the training of officers in the investigation of stage slip and fall accidents.

This objective was achieved by Detective Perna. One case was generated.

7. The Unit will continue to utilize Detective Hogan to review all pre-indictment files as they are opened to determine where a charge of insurance fraud should have been made but was neglected.

This objective was achieved by Detective Perna and Detective Hogan. Four cases were generated.

8. The Unit intends to conduct ride-a-longs with the local municipal departments utilizing the Automatic License Plate Reader device to detect rate evaders.

This objective was achieved by Detective Perna, however no new cases were generated.

9. In addition to the above, the Unit will contact the Pennsylvania DAG to begin an out of state initiative whereby this Unit will detect the rate evaders and the Commonwealth of Pennsylvania will prosecute them for residing in New Jersey but registering and insuring the auto in Pennsylvania.

This objective was achieved by Detective Perna. No new cases were generated as New Jersey now has established a "reverse-rate" evasion statute.

10. The Unit will commence a "Driving while Suspended" initiative whereby municipal courts/police departments will be randomly audited with specific emphasis on motor vehicle summonses issued to drivers whose driving privileges are suspended.

This objective was achieved by Detective Perna. Two cases were generated.

Goals, Objectives and Activities

The goal of the Gloucester County Insurance Fraud Unit continues to be to detect and prosecute insurance fraud. To achieve this end, the objectives of the Unit are to increase police officer awareness and prosecution with the following programs:

Training at the Gloucester County Police Academy. Detective Perna and AP Cipparrone will continue to teach a minimum of two times each at the Academy. They will teach the insurance fraud statutes and the relationship between the "pill" cases and healthcare claims fraud.

Training of the twenty four (24) police departments through the Gloucester County Detectives Association Meetings. Again, Detective Perna will present the power point presentation he devised emphasizing the connection between healthcare claims fraud and "pill" cases. To date the Unit has not been able to secure a portable projector for presentation of the specialized power point program. But if we can secure a projector, the Unit will begin meetings at the various local police departments.

Detective Perna will continue with his relationship with the two Motor Vehicle Commission locations in the county to investigate suspicious registrations of vehicles using fraudulent insurance information.

The Unit will continue working with the Better Business Bureau and the Consumer Affairs Division to assist in the training of officers in the investigation of staged slip and fall incidents.

The Unit will continue to utilize Detective Hogan to review pre-indictment files to determine where a charge of insurance fraud should have been made but was neglected.

The Unit will continue to conduct ride-a-longs with the local municipal departments utilizing the Automatic License Plate Reader device to detect rate evaders.

The Unit will work closely with the Gloucester County Prosecutor's Office Arson Unit, specifically investigating when a claim is made on a fire, suspicious fire, or arson.

The Unit will continue to work with the Pennsylvania DAG on the out of state initiative detecting rate evaders.

The Unit will continue the "Driving While Suspended" initiative wherein municipal courts/police departments are randomly audited with emphasis on motor vehicle summonses issued to drivers whose driving privileges are suspended.

Program Action Plan

(Attach additional sheets if necessary, please follow format below)

Goal:

Objective	Activity	Program start up date and completion date	Person Responsible
<p>Increase police officer awareness and prosecutions</p>	<p>Training at the Gloucester County Police Academy. Detective Perna and AP Cipparrone will continue to teach a minimum of two times each at the Academy. They will teach the insurance fraud statutes and the relationship between the "pill" cases and healthcare claims fraud.</p>	<p>A continuing program with expectations of teaching two times per individual per year with the final teaching session in November 2017</p>	<p>Detective Perna and AP Cipparrone</p>
	<p>Presentaton of the specialized powerpoint program on healthcare claims fraud and "pill" cases</p>	<p>A continuing program with the final presentation on or before October, 2017</p>	<p>Detective Perna</p>

Program Action Plan

(Attach additional sheets if necessary, please follow format below)

Goal:

Objective	Activity	Program start up date <u>and completion date</u>	Person Responsible
Increase officer awareness and prosecutions	Continue to expand the regular meetings with the County detectives assigned to Guns, Gangs, and Narcotics Unit, emphasis on "pill" and healthcare claims fraud	A continuing program with the final presentation in October, 2017	Detective Perna
To increase the investigation of suspicious registrations to determine fraudulent insurance	Continue the ride-a-long program with the local departments using the License Plate Reader	A continuing program to be completed in November 2017	Detective Perna
	Work with the two County MVC locations to make such determinations	A continuing program with the final work session to be completed in October, 2017	Detective Perna
	Driving While suspended initiative working with local departments	A continuing program to be completed no later than October, 2017	Detective Perna

Program Personnel

(Include job descriptions for all Program funded positions)

INSURANCE FRAUD DETECTIVE

Position responsibilities include:

Seek out and investigate insurance fraud matters. Participate in training at the Gloucester County Police Academy, training of the 24 police departments, continue and expand the County Detective's meetings assigned to Guns, Gangs, and Narcotics to make a specialized power point presentation, Additionally, continue working with the two Motor Vehicle Commission locations to investigate suspicious registrations of vehicles using fraudulent insurance information, utilize the Better Business Bureau and the Consumer Affairs Division to assist in training investigations of staged slip and fall incidents. Continue the ride-a-long program with local police departments utilizing the Automatic License Plate Reader to detect rate evaders. The detective will continue working with the County Prosecutor's Arson Unit investigating when a claim is made on a fire, suspicious fire, or an arson. The detective also will continue with the interstate initiative between Gloucester County and the Pennsylvania DAG to prosecute rate evaders. The detective will continue with the Driving While Suspended program working with the local municipalities to determine drivers driving without the privilege and investigate if a false identification card was used. Finally, the detective is to work as the liaison between the Gloucester County Insurance Fraud Unit and the State Office of Insurance Fraud.

INSURANCE FRAUD ASSISTANT PROSECUTOR

Requires a Jurisprudence Doctorate from an accredited law school. Must be licensed to practice in the State of New Jersey and pass the appropriate background review. Must have experience in the field of insurance law.

Position responsibilities include:

Teaching at the County Police Academy, review investigative files and determine whether presentation to the Grand Jury is warranted. Ensure that those matters are forwarded to the Grand Unit for presentation. Once indicted, ensure that the assigned Assistant Prosecutor, including the Unit AP, keeps records of his/her work on those matters. Review reports prepared by the Unit secretary, Ms. Smith. Prepare the grant application and meet with the office manager regarding same and with respect to maintenance of financial records.

SECRETARY

Position responsibilities include:

Prepare all subpoenas and correspondence for Detective William Perna. Prepare all correspondence for Assistant Prosecutor Cipparrone, diary court dates for the assigned AP who has been assigned an insurance fraud matter. Remind the assigned APS to maintain accurate records of their time for purpose of the Insurance Fraud Unit. Prepare monthly, quarterly, semi-annual and annual reports to the State of New Jersey

Complete this PERSONNEL Budget Request form if applying for Full-Time or Part-Time Insurance Fraud Positions.

(Part-time personnel must devote at least 50% of their time to insurance fraud. If personnel are assigned less than 50% to insurance fraud, the county must apply for Full-Time Equivalent (FTE) hours.)

Refer to Program Requirements (rev. 8/15/16) for relevant information.

Full-Time or Part-Time Personnel Budget Request

1. Salaries and Wages (list each position separately)

Position/Title and Name of Insurance Fraud Personnel	% of Time Spent on Insurance Fraud Activities	Annual Salary or Hourly Rate	Amount Requested for Program Period
1. Detective William Perna	%	\$106,002	\$106,002
2.	%	\$	\$
3.	%	\$	\$
4.	%	\$	\$
5.	%	\$	\$
Total Requested for Salaries and Wages:		\$106,002	\$106,002

2. Fringe Benefits

NOTE: Due to budgetary constraints, 2017 rates for fringe benefits are capped at the existing State of New Jersey rates for positions enrolled in PERS (45.25%) or PFRS (52.75%).

Name of Insurance Fraud Personnel (from above)	Rate 7.88%	Salary Base	Amount Requested for Program Period
1. Detective William Perna (unemployment, FICA, Medicare)	%	\$106,002	\$8,268
2. Additional quarterly fringe (dental, vision \$25.70/mo)	%	\$308	\$308
3.	%	\$	\$
4.	%	\$	\$
5.	%	\$	\$
Total Requested for Fringe Benefits:			\$8,576

TOTAL REQUESTED FOR PERSONNEL:	\$114,578
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NOTE: Overtime is a non-reimbursable expense.

Complete this **PERSONNEL** Budget Request form if applying for **Full-Time Equivalent (FTE) Hours**.
 Refer to Program Guidelines (rev. 8/15/16) for relevant information.

FTE Personnel Budget Request

1. Salaries and Wages

List total amount of Salaries/Wages requested for each position.

Position		Salaries/Wages Requested for Program Period
1. Assistant Prosecutor	\$55 @ 50 hours per quarter= 200 per year	\$11,000
2. Investigator	\$45 @ 10 hours per quarter= 40 per year	\$1,800
3. Professional		
4. Clerical	\$30 @ 20 hours per quarter= 80 per year	\$2,400

Total Requested for Salaries and Wages	\$15,200
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2. Fringe Benefits

NOTE: Due to budgetary constraints, 2017 rates for fringe benefits are capped at the existing State of New Jersey rates for positions enrolled in PERS (45.25%) or PFRS (52.75%).

Calculate total fringe benefits rates using State established rates per position as follows:
 Salaries/Wages Requested for Program Period x Fringe Benefits Rate.

Position	Salaries/Wages Requested for Program Period	Fringe Benefits Rate	Amount Requested for Program Period
1. Assistant Prosecutor	\$55	45.25%	\$5,940
2. Investigator	\$45	52.75%	\$936
3. Professional			
4. Clerical	\$30	45.25%	\$1,080

Total Requested for Fringe Benefits	\$7,956
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TOTAL REQUESTED FOR PERSONNEL	\$23,156
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NOTE: Overtime is a non-reimbursable expense.

3. Training

Type of Training	Program Supported Personnel Attending	Total Costs Per Person
N.J.S.I.A Annual Seminar	Detective William Perna	\$275
Virginia Elder Fraud Conference	Detective William Perna/Detective Steven Hogan	\$570
Financial Records Examination and analysis	Detective Steven Hogan	\$1,800
To be determined	Detective Steven Hogan/Asstiant Prosecutor	\$3,200

Total Requested for Training:	\$ 5,000
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Budget Narrative

Salaries & Wages

The Gloucester County Insurance Fraud Unit is requesting only those funds necessary for the continuation of this Unit. Detective Perna works 100% on his fraud matters, unless otherwise noted on the time certifications. Additional FTE (full-time equivalent) is being requested for other detectives assigned to investigate insurance fraud matters as needed, or in the event that follow-up investigations are needed and Det. Perna is unavailable. Mariann Smith support staff assigned to the unit as FTE. Mariann assists with keeping track of the stats, time sheets, and correspondence regarding Insurance Fraud matters. Margaret Cipparrone is the Assistant Prosecutor assigned to the unit as FTE. The FTE allocations are necessary as the Gloucester County Prosecutor's Office needs to equitably distribute the heavy workload amongst the existing Assistant Prosecutors. AP Cipparrone will meet the goals of the Insurance Fraud Unit while also contributing time to other matters. In addition FTE reimbursements will be requested for the other assistance prosecutors and/or support staff that work on insurance fraud matters if Ms. Cipparrone and/or Ms. Smith are unavailable. Patricia Reid is the Office Manager and assists the grant application quarterly reports. She is billed as FTE.

Fringe Benefits

Fringe benefit rates are charged at a maximum rate of 61.47%. For the current funding cycle the Office of Insurance Fraud Prosecutor capped the fringe rate at the State rate of — for the staff enrolled in the Public Employees' Retirement System and — for staff enrolled in the Police and Fireman's Retirement System. Det. Perna is not enrolled in health benefits or the retirement system. His fringe is based on unemployment, FICA, Medicare, dental and vision. Patricia Reid is not enrolled in medical so her fringe rate is based on unemployment, FICA and Medicare.

Training

The Office is requesting the full amount of funding for training in order to keep up with current trends in investigating Insurance Fraud. Often times an investigation will begin as an insurance investigation then morph into an insurance related crime.

Budget Request Summary

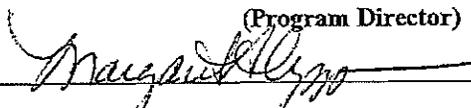
Budget Categories	Amount Requested for Program Period
Personnel	
Salaries & Wages	\$114,587
Fringe Benefits	\$23,156
Training	\$5,000
Total Program Request:	\$142,743

CERTIFICATION

The undersigned certifies that the above budget requests are to be utilized for the reimbursement for established activities undertaken in connection with investigating and prosecuting insurance fraud or to expand units working on insurance fraud matters.

Name/Title: Margaret A. Cipparrone, Assistant Prosecutor

(Program Director)

Signature: 

Date: October 27, 2016

Application Authorization

The person whose signature appears below is authorized to submit this application to the New Jersey Department of Law and Public Safety, Office of the Insurance Fraud Prosecutor, for the following Program:

(name of Program) County Prosecutor Insurance Fraud Reimbursement Program
at the estimated total cost of \$ _____

The undersigned agrees upon approval of this application on behalf of the applicant agency to comply with the GENERAL CONDITIONS and ASSURANCES of the Reimbursement Program.

The undersigned also certifies the following regarding Civil Rights Compliance, Debarment and Suspension and Drug-Free Workplace.

(Signature of Authorizing Official)

(Type Name and Title)

(Date)

Civil Rights Compliance

An Equal Employment Opportunity Program (Affirmative Action Plan) in accordance with 28 CFR 42.301, *et seq.*, Subpart E. covering the employment practices of the implementing agency has been executed and is available for review in the office of:

Name: _____

Title: _____

Agency: _____

Address: _____

City/State: _____

Telephone: _____

General Conditions & Assurances

1. The county assures that funds made available pursuant to *N.J.S.A. 17:33A-28* will be used solely for insurance fraud activities.
2. The county assures that it will maintain fund accounting, auditing, monitoring and such evaluation procedures as may be necessary; that it will keep such records as the Office of the Insurance Fraud Prosecutor (OIFP) shall prescribe; that it will assure fiscal control, proper management and efficient disbursement of funds received under the Act.
3. The county assures that it will maintain such data and information and submit such reports, in such forms, at such times, and containing such information, as OIFP may require.
4. The county certifies that the program contained in its application meets all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of all applicable Federal and State laws, regulations and guidelines.
5. The county assures that it will comply with all applicable Federal and State anti-discrimination laws.
6. The county assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to OIFP.
7. The county assures that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 *CFR* 42.301 *et seq.*, it will maintain a current plan on file.
8. The county assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
9. The county agrees to notify OIFP as soon as possible, but not later than thirty (30) days, of any material developments or changes occurring in the county's action plan during the applicable period for which this funding reimbursement is made.

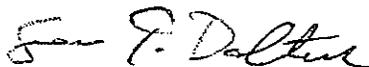
Examples of material developments or changes include, but are not limited to:

- a. Change of contact person, telephone number, or office location.
 - b. Any audit conducted by any governmental agency which demonstrates non-compliance with the terms of this funding.
10. Where activities supported by this reimbursement program produce original books, manuals, films or other copyrightable material, the county may copyright such, but OIFP reserves royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorize others to do so. OIFP also reserves the right to require the county not to publish, and the county thereupon shall refrain from publishing any material, whether copyrightable or not, that OIFP shall designate; provided, however, such right shall not be exercised unreasonably. Any publication by the county shall include, on the title page, a standard disclaimer of responsibility by OIFP for any opinions or conclusions contained therein. In addition, the following language must appear on any publication or program, "This program or project was made possible (either in part or wholly) by funding provided by the Office of the Insurance Fraud Prosecutor."

11. The county will give OIFP access to and the right to examine all records, books, papers, or documents related to the program.
12. The county will comply with applicable Federal, State and Local audit requirements, including the requirements of *N.J.S.A. 40A:5-4*; State of New Jersey, Department of Treasury, OMB Circular Letter 15-08-OMB found at: http://www.state.nj.us/infobank/circular/cir1508_omb.pdf; and the Federal Office of Management and Budget Circular Letter A-133 as revised and found at: http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf
13. The county will notify OIFP of any exceptions and/or findings regarding this program as a result of any Federal, State or Local audit.
14. The county will comply with all **Allocation Requirements** that may be stipulated or applied to specific programs by the Department of Law and Public Safety.
15. The county will comply with all the requirements contained in the **Program Requirements (rev. 8/15/16)** for the specific program for which the applicant has applied.

CERTIFICATION

I certify that the action plan proposed in this application and the funds applied for will be used to augment current anti-insurance fraud efforts, that it meets all the requirements of the Automobile Insurance Cost Reduction Act of 1998 (*N.J.S.A. 17:33A-28*), that all of the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Act and all other applicable Federal and State laws, regulations and guidelines.



County Prosecutor's Signature

Sean Dalton

County Prosecutor's Full Name
(Please type)

October 27, 2016

Date

RESOLUTION AUTHORIZING AMENDMENT TO SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 1, 2015, authorizing the execution of a Shared Services Agreement between the County (hereinafter "County") and Atlantic City (hereinafter "City") for provision by the County of Health Officer services from July 1, 2015 to December 31, 2016; and

WHEREAS, due to the takeover of the City by the State and the governmental restructuring resulting therefrom, it is necessary for the County to continue provision of Health Officer services to the City during this interim period; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Shared Services Agreement between the County and the City for Health Officer services shall be extended to March 1, 2017 at an increased rate of 2%, i.e., \$2,580.00 per month to be paid by the City to the County commencing December 31, 2016; and, that the Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board to attest to, the Amendment to Shared Services Agreement; and

BE IT FURTHER RESOLVED that all other terms of the Shared Services Agreement shall remain in full force and effect.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 28, 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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**AMENDMENT TO SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND
ATLANTIC CITY, NEW JERSEY**

THIS is an amendment to a certain Shared Services Agreement for the provision of Health Officer Services entered into on July 1, 2015 by and between the **County of Gloucester**, hereinafter referred to as "**County**" and **Atlantic City**, hereinafter referred to as "**City**"; and,

IN FURTHER CONSIDERATION for the mutual promises made by and between County and City in the above-described Agreement, the County and City hereby agree to amend the Agreement as follows:

The Shared Services Agreement is amended to extend the Agreement to March 1, 2017, and to increase the rate charged to Atlantic City for the provision of a PT Health Officer by 2%, resulting in a new rate of \$2,580.00 per month commencing December 31, 2016.

This Amendment to Contract is conditioned upon acceptance.

ALL OTHER TERMS AND PROVISIONS of the Shared Services Agreement shall remain in full force and effect.

THIS AMENDMENT is effective as of the **28th** day of **December, 2016**.

ATTEST:

COUNTY OF GLOUCESTER

CHAD M. BRUNER,
ADMINISTRATOR/CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

ATLANTIC CITY

PAULA GELETEI,
CITY CLERK

DONALD A. GUARDIAN,
MAYOR