6:00 p.m. Wednesday, April 20, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the April 6, 2022 regular meeting minutes.

PROCLAMATIONS

P-1  Proclamation recognizing Charlie Brown’s Fresh Grill on its Re-Opening Celebration (This proclamation was previously presented by Deputy Director Simmons).

P-2  Proclamation recognizing The Arc Gloucester on 65 Years of Service (This proclamation was previously presented by Commissioner Jefferson).

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION  DIRECTOR DIMARCO
DEPUTY DIRECTOR SIMMONS


This Resolution will ratify the Agreements and the terms set forth therein between the Gloucester County Board of Commissioners, the Sheriff of Gloucester County, and FOP Lodge 97 and FOP Lodge 199. The Agreements encompass those employees of the Department of Correctional Services specifically Corrections Sergeants and Corrections Officers represented by said Lodges, and shall be effective from January 1, 2022 to December 31, 2027.

A-2  RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM MAY 1, 2022 TO APRIL 30, 2023 FOR $30,250.00.

This Resolution authorizes a contract with Pino Consulting Group, Inc. for the provision of a County-Wide Central Service Indirect Cost Plan and Cost Sharing Services, as per RFP-22-034, from May 1, 2022 to April 30, 2023 for $30,250.00. C.A.F. Number 22-03038 has been obtained to certify funds.


This Resolution authorizes the bill lists submitted by the County Treasurer for April, 2022, and includes ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to the vendors set forth on the lists.

A-4  RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH DREW & ROGERS, INC. FROM MARCH 26, 2022 TO MARCH 25, 2023 IN AN AMOUNT NOT TO EXCEED $35,000.00.

This Resolution authorizes a one-year extension to the contract with Drew & Rogers, Inc. for the supply and delivery of advertising items for all using departments in the County of Gloucester, as per PD-20-009, from March 26, 2022 to March 25, 2023, in an amount not to exceed $35,000.00.
A-5 RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CUMBERLAND.

This Resolution authorizes an Amendment to a Shared Services Agreement with the County of Cumberland, authorized on October 6, 2021, to share the duties and salary of the Warden for the Cumberland County Jail. The agreement is amended to provide said services through December 31, 2022, with the option to extend for additional six-month terms.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO


This Resolution authorizes a contract with R.E. Pierson Construction Co., Inc. for engineering services regarding the 2021 Gloucester County Bridge Rehabilitation project in various locations, known as Engineering Project 21-01 for $2,664,444.30. R.E. Pierson Construction Co., Inc. was determined to be the lowest responsive and responsible bidder for the Project. C.A.F. Number 22-02555 has been obtained to certify funds.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MAY 5, 2022 TO MAY 4, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00.

This Resolution authorizes a contract with South State Materials, LLC for the supply of bituminous materials, as per PD-22-016, from May 5, 2022 to May 4, 2023 in an amount not to exceed $250,000.00.

B-3 RESOLUTION RESCINDING A PURCHASE FROM BEYER OF MORRISTOWN, LLC FOR A TOTAL AMOUNT OF $46,932.00.

This Resolution will rescind a purchase previously authorized on July 7, 2021 for the provision of two (2) 2021 Chrysler Voyager seven-passenger minivans, from Beyer of Morristown, LLC via State Contract 18-FLEET-004456, for a total amount of $46,932.00 ($23,466.00 each). The vehicles have not been received to date and the vendor cannot deliver within the specified timeframe as required by the County.

B-4 RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID COST REIMBURSEMENT AGREEMENT NO. 22-DT-BLA-853 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR $1,648,384.00.

This Resolution authorizes execution of a Federal Cost Reimbursement Agreement between the State of New Jersey and the County of Gloucester in an amount of $1,648,384.00, to be used for reimbursements of costs for the Gloucester County Roadway Safety Improvements Project, known as Federal Project No. STP-D00S(516)FAP-2021GloucesterCounty-00021.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

COMMISSIONER DICARLO
DEPUTY DIRECTOR SIMMONS

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON
COMMISSIONER BARNES

D-1 RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $350,000.00.

This Resolution authorizes the submission of “non-matchable system payments” required to be made annually to the State of New Jersey pursuant to N.J.S.A. 30:1-12 and N.J.A.C. 10:8-1.1. The County is responsible for paying its share of administrative expenses for various State data processing and computer operational systems related to the numerous programs administered by the Division of Social Services, as well as fees for various Federal and State recovery collection services. The State sends bills to the Division of Social Services at various times during the year. It is not possible to anticipate the exact amounts of these bills, therefore, the fees are being set in accordance with estimates based on last year’s payments, for the period from June 1, 2022 to May 31, 2023 in an amount not to exceed $350,000.00.
D-2 RESOLUTION AUTHORIZING A PURCHASE FROM WELLS FARGO c/o FFF ENTERPRISES, INC. VIA STATE CONTRACT FOR $148,895.88.

This Resolution authorizes the County’s Health Department to purchase flu vaccines for the 2022-2023 season from Wells Fargo, c/o FFF Enterprises, Inc., via State Contract Number 41502 for $148,895.88. C.A.F. Number 22-03039 has been obtained to certify funds.

D-3 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023 FOR $214,000.00 WITH AN IN-KIND MATCH OF $32,062.00 FOR A TOTAL AMOUNT OF $246,062.00.

This Resolution authorizes a grant application with the New Jersey Department of Health and accepts the Special Child Health Services Case Management Grant funding, which will be used by the County Division of Health to provide Case Management services for children from birth to age 21 who have special health and developmental needs.

D-4 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE CHILDHOOD LEAD EXPOSURE PREVENTION (CLEP) GRANT FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023 IN AN AMOUNT TO BE DETERMINED.

This Resolution authorizes a grant application with the New Jersey Department of Health for the Childhood Lead Exposure Prevention (CLEP) Grant for funding in an amount to be determined by the State, which will be used by the County Division of Health to support services for blood lead screenings in accordance with N.J.A.C 8:51, as well as case management and environmental interventions to children with elevated lead levels.

D-5 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH NAP, INC. T/A MAYFAIR MOTEL TO INCREASE THE CONTRACT AMOUNT BY $10,000.00 RESULTING IN AN AMOUNT NOT TO EXCEED $46,000.00 THROUGH DECEMBER 31, 2022.

This Resolution authorizes an amendment to a contract with Nap, Inc. t/a Mayfair Motel. The County awarded a contract on February 2, 2022, per RFP# 022-022 to Nap, Inc. t/a Mayfair Motel, from January 1, 2022 to December 31, 2022, in an amount not to exceed $36,000.00. It is necessary to increase the contract by $10,000.00, resulting in a new total contract amount not to exceed $46,000.00 through December 31, 2022, due to unanticipated services from the increase of code blue declarations. This contract is partially funded with grant funds.

D-6 RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE DMHAS YOUTH LEADERSHIP GRANT FROM THE STATE OF NEW JERSEY GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE THROUGH THE DHS/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FROM JULY 1, 2022 TO MARCH 14, 2023 FOR $37,977.00.

This Resolution authorizes the application and acceptance of the DMHAS Youth Leadership Grant from the State of New Jersey Governor’s Council on Alcoholism and Drug Abuse through the DHS/Division of Mental Health and Addiction Services from July 1, 2022 to March 14, 2023 for $37,977.00. The County will designate funding to community partners that are active participants in the FY2023 Gloucester County Municipal Alliance Program by way of an agreement with no requirement of a cash match or in-kind match for proposed services.

D-7 RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDING TO THE 2022 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO INCLUDE A RECOVERY MOBILE VAN PROGRAM AND ACCEPT ADDITIONAL FUNDING.

This Resolution authorizes additional grant funding to the 2022 Comprehensive Alcohol and Drug Abuse Services Grant, Grant Agreement No. 22-530-ADA-0 to include a Recovery Mobile Van Program and increase the grant funding by $200,000.00 resulting in a new granted amount of $806,829.00, for a total program budget of $900,310.00. The additional $200,000.00 is funded by the American Rescue Plan Act of 2021 and will be used solely for the Recovery Mobile Van Program, from February 28, 2022 to December 31, 2022.

D-8 RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH PARTICIPATING MUNICIPALITIES FOR FAMILY ENTERTAINMENT AT VARIOUS LOCATIONS.

This Resolution authorizes Department of Parks and Recreation to provide family movies and other entertainment during the summer months, under Shared Services Agreements with listed municipalities at local host sites. There is no cost to the municipality. Further, the County and participating municipalities agree that there is no obligation upon the County to provide security, supervision, control or maintenance at sites for any event.
F-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY RUSSELL LEONE AND APRIL LEONE FOR $340,917.65.

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan, known as Block 605, Lot 5 consisting of 49.769 acres, owned by Russell Leone and April Leone as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of $6,850.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County’s upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was $2,900.00 for T.W. Sheehan and Associates, and $2,040.00 for Steven Bartelt, MAI. The property is contiguous and/or in close proximity to more than 1,000-acres of previously preserved farmland and open space. C.A.F. No. 22-03041 has been obtained to certify funds.

F-2 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY RUSSELL LEONE AND APRIL LEONE FOR $204,520.50.

This Resolution authorizes the purchase of the development rights on properties in the Township of Logan, known as Block 604, Lot 6 consisting of 29.010 acres, owned by Russell Leone and April Leone as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of $7,050.00 per acre, which was determined as per two appraisals as completed by two State-certified appraisers. The property is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County’s upcoming Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was $2,900.00 for T.W. Sheehan and Associates, and $2,040.00 for Steven Bartelt, MAI. The property is contiguous and/or in close proximity to more than 1,000-acres of previously preserved farmland and open space. C.A.F. No. 22-03042 has been obtained to certify funds.

F-3 RESOLUTION AUTHORIZING A CONTRACT WITH RAHN LANDSCAPING, LLC FROM MARCH 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $81,000.00.

This Resolution authorizes a contract with Rahn Landscaping, LLC, of 4268 S. Black Horse Pike, Williamstown, New Jersey 08094, the lowest responsive and responsible bidder, for routine landscape maintenance services at various County facilities, as per specifications in PD 22-006, and as permitted through the County Contract Purchasing System numbers CK-01-GC and 16GLCP from March 1, 2022 to December 31, 2022 for an amount not to exceed $81,000.00, with the County retaining the option to extend the contract for two (2) one-year periods.

F-4 RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH A.C. SCHULTES, INC. FROM MAY 13, 2022 TO MAY 12, 2024 IN AN AMOUNT NOT TO EXCEED $60,000.00 PER YEAR.

This Resolution extends a contract with A.C. Schultes, Inc., the lowest responsive and responsible bidder, for a period of two years for the repair, maintenance and replacement of pumps at various County facilities. This Contract was originally entered into on May 13, 2020 and provided for two (2) one-year extensions, or (1) two-year extension. The Department of Buildings and Grounds has recommended extending this contract for (1) two-year period, from May 13, 2022 to May 12, 2024, as per PD-20-006 in an amount not to exceed $60,000.00 per year.
6:00 p.m. Wednesday, April 6, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 3, 2022 at 12:45 p.m.

Roll Call

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Changes to the Agenda

Approval of the March 16, 2022 regular meeting minutes.

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Comments: N/A

PROCLAMATIONS

53748 Proclamation honoring Jason F. Gabrieli for receiving the Gloucester County Chamber of Commerce Community Service Award: Benjamin Griffith Young Executive-2022 (This proclamation was previously presented by Deputy Director Simmons).

53749 Proclamation honoring Gloucester County Habitat for Humanity for receiving the Gloucester County Chamber of Commerce Community Service Award: Non-Profit of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

53750 Proclamation honoring Kevin Diduch for receiving the Gloucester County Chamber of Commerce Community Service Award: Small Business Person of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

53751 Proclamation honoring Krista Collings for receiving the Gloucester County Chamber of Commerce Community Service Award: Business Person of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

53752 Proclamation honoring Pastor Derek V. Gatling for receiving the Gloucester County Chamber of Commerce Community Service Award: Citizen of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

53753 Proclamation honoring Krista Collings for receiving the Gloucester County Chamber of Commerce Community Service Award: Business Person of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).
Proclamation honoring Emidio “Mid” Mariani for receiving the Gloucester County Chamber of Commerce Community Service Award: Chamber Member of the Year-2022 (This proclamation was previously presented by Deputy Director Simmons).

Proclamation recognizing Caitlin Wallis for Achieving the Rank of Eagle Scout. (This proclamation was previously presented by Commissioner DiCarlo).

Proclamation recognizing Emily Wallis for Achieving the Rank of Eagle Scout. (This proclamation was previously presented by Commissioner DiCarlo).

Proclamation recognizing Tommy Wallis for Achieving the Rank of Eagle Scout. (This proclamation was previously presented by Commissioner DiCarlo).

Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Mantua Township Community Center. (This proclamation was previously presented by Commissioner Jefferson).

Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Thorofare Fire Hall. (This proclamation was previously presented by Commissioner Jefferson).

Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – First Baptist Church of Jericho. (This proclamation was previously presented by Commissioner Jefferson).

Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Pfeiffer Community Center. (This proclamation was previously presented by Commissioner Jefferson).

Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Second Baptist Church of Paulsboro. (This proclamation was previously presented by Commissioner Jefferson).

Proclamation honoring the 50th Anniversary of the National Senior Nutrition Program, Gloucester County Senior Nutrition Program – Glassboro Senior Center. (This proclamation was previously presented by Commissioner Jefferson).

Proclamation Recognizing March 2022 as Developmental Disabilities Awareness Month. (This proclamation was previously presented by Commissioner Jefferson).

RESOLUTION PRIOR TO BUDGET ADOPTION

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PUBLIC HEARINGS AND ADOPTIONS

RESOLUTION ELECTING N.J.S.A 40A:4-45.4 (the “1977 CAP”) TO DETERMINE THE 2022 COUNTY TAX LEVY.

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### 53767 PUBLIC HEARING AND RESOLUTION TO ADOPT THE GLOUCESTER COUNTY BUDGET FOR THE YEAR 2022.

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Comments:

**Commissioner Konawel** stated that he was glad we were doing a 0% increase but feels more could have been done.

**Commissioner DeSilvio** stated that he wasn't going to vote against a tax decrease but feels we could have gone down a little bit more.
53768 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $46,346,877 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $17,647,125; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

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Comments: N/A

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

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Comments:

- **County Counsel Campo** reminded everyone that the Rules of the Board require the discourse to be civil and should the meeting become disrespectful and vulgar the Director has the right to take away time or terminate the right to speak and that the 5 minute rule will be in effect.

- **Commissioner Konawel**, reiterated County Counsel Campo's sentiments regarding behavior during public comment.

- **George Gallathin**, stated his concerns with Agenda Item 53773 Port of Paulsboro Dredging Project - and Port of Paulsboro Roadway Network Safety Project.

- **Ryan Campbell**, Mantua Twp., stated his support on Agenda Item 53774.

- **Sandy Erkisson**, Garden State Second Amendment, stated her support on Agenda Item 53774, and provided the Board with a stack of letters from residents supporting Agenda Item 53774.

- **Barbara Dougherty**, asked a question on Agenda Item 53773 Rowan University Fossil Park Entrance;
Administrator Bruner explained that the funds in question for the Fossil Park and the Port of Paulsboro projects mentioned in Agenda Item 53773 were pass through grants allocated by the State of New Jersey to the County and the County needs to pass them through to the other authorities. They are not county funds.

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Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION   DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

53769 RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO $17,647,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION BONDS, SERIES 2022, OF THE COUNTY; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS.

53770 RESOLUTION APPOINTING THE INITIAL MEMBERS OF THE BOARDS OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT AND THE VOCATIONAL SCHOOL DISTRICT OF THE COUNTY OF GLOUCESTER PURSUANT TO TITLE 18A.

53771 RESOLUTION ESTABLISHING GLOUCESTER COUNTY EMPLOYEE SALARY RANGES AND FIXING COMPENSATION WITH ASSOCIATED TITLES FOR NON-UNION EMPLOYEES FOR THE YEAR 2022.

53772 RESOLUTION APPOINTING A VICE CHAIRMAN FOR THE GLOUCESTER COUNTY CONSTRUCTION BOARD OF APPEALS.

53773 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2022 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

53774 RESOLUTION SUPPORTING THE SECOND AMENDMENT OF THE UNITED STATES CONSTITUTION.

Motion to approve Resolutions 53769 through 53774 as read.

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Comments

Commissioner DeSilvio stated his enthusiasm for resolution 53774 but feels that the resolution could have been more detailed.

Commissioner Konawel questioned if the Fossil Park project mentioned in resolution 53773 was connected to the same project from the March 16, 2022 resolution he wanted to postpone. The Director responded. Commissioner Konawel also reiterated Commissioner DeSilvio’s statements regarding resolution 53774.
DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

53775 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FROM APRIL 6, 2022 TO COMPLETION OF THE PROJECT FOR $2,578,107.70.

53776 RESOLUTION AUTHORIZING A CONTRACT WITH PENNONI ASSOCIATES, INC. FROM APRIL 6, 2022 TO COMPLETION OF THE PROJECT FOR $247,841.56.

53777 RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH JPC GROUP, INC.

53778 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MARCH 21, 2022 TO MARCH 20, 2023 IN AN AMOUNT NOT TO EXCEED $80,000.00.

53779 RESOLUTION RESCINDING A PURCHASE FROM HERTICH FLEET SERVICES, INC. FOR $18,947.00.

53780 RESOLUTION AUTHORIZING MODIFICATION 01 TO FEDERAL AID COST REIMBURSEMENT AGREEMENT NO. 21-DT-BLA-847 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY $177,710.33.

53781 RESOLUTION AUTHORIZING THE EXECUTION OF TWO (2) HUD 7015.15 FORMS AND OTHER RELATED DOCUMENTS FOR THE GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK PROGRAM AND HOME PROGRAM.

Motion to approve Resolutions 53775 through 53781 as read.

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Comments:
Commissioner DeSilvio questioned if the project referenced in Resolution 53776 had a GC assigned to it. County Engineer Voltaggio answered Commissioner DeSilvio’s question.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

COMMISSIONER DICARLO
DEPUTY DIRECTOR SIMMONS

53782 RESOLUTION AUTHORIZING THE APPROVAL AND ADOPTION OF THE 2022 GLOUCESTER COUNTY, NEW JERSEY HAZARD MITIGATION PLAN UPDATE.

53783 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FFY22 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM FROM THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF STATE POLICE, OFFICE OF EMERGENCY MANAGEMENT FROM SEPTEMBER 30, 2022 TO SEPTEMBER 29, 2023 FOR $41,650.00.

Motion to approve Resolutions 53782 and 53783 as read.

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Comments: N/A
DEPARTMENT OF HEALTH & HUMAN SERVICES
COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53784 RESOLUTION AUTHORIZING A STATE AREA PLAN GRANT AGREEMENT WITH VISITING ANGELS FROM APRIL 1, 2022 TO DECEMBER 31, 2022.

53785 RESOLUTION AUTHORIZING AN INCREASE OF THE PURCHASE AUTHORITY WITH QUADIENT, INC. VIA STATE CONTRACT FOR A NEW TOTAL AMOUNT NOT TO EXCEED $135,000.00.

53786 RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE PHASE 39 EMERGENCY FOOD AND SHELTER PROGRAM (EFSP) FROM NOVEMBER 1, 2021 TO APRIL 30, 2023 FOR $27,165.00.

53787 RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDING FROM THE FY2022 YOUTH INCENTIVE PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023.

53788 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF NEW JERSEY JUDICIARY; CUMBERLAND/GLOUCESTER/SALEM VICINAGE FROM JANUARY 1, 2022 TO DECEMBER 31, 2024 IN AN AMOUNT NOT TO EXCEED $8,800.00.

53789 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL PROTECTION SERVICE, LLC, DBA ALLIED UNIVERSAL SECURITY SERVICES FROM MAY 1, 2022 TO APRIL 30, 2024 IN AN AMOUNT NOT TO EXCEED $530,650.51 FOR YEAR ONE AND $570,068.26 FOR YEAR TWO.

53790 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNIVERSAL PROTECTION SERVICE, LLC, DBA ALLIED UNIVERSAL SECURITY SERVICES FROM MAY 1, 2022 TO APRIL 30, 2024 IN AN AMOUNT NOT TO EXCEED $8,800.00.

Motion to approve Resolutions 53784 through 53790 as read.

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Comments: N/A

DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

53791 RESOLUTION AUTHORIZING PURCHASES FROM IDEMIA IDENTITY & SECURITY USA, LLC VIA STATE CONTRACT FROM APRIL 6, 2022 TO APRIL 5, 2023 FOR A TOTAL AMOUNT OF $22,953.00.

53792 RESOLUTION AUTHORIZING A CONTRACT WITH WILLIAM R. CAREY & COMPANY, INC. FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 FOR $110,000.00.


53794 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES AND ACCEPTANCE OF THE CHILD ADVOCACY DEVELOPMENT GRANT FOR THE PERIOD JANUARY 1, 2022 TO JUNE 30, 2022 FOR AN AMOUNT UP TO $100,000.00.

Motion to approve Resolutions 53791 through 53794 as read.

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Comments: N/A
53795 RESOLUTION AUTHORIZING A CONTRACT WITH PETER LUMBER COMPANY FOR $47,628.40.

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Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES
COMMISSIONER KONAWEL
COMMISSIONER DESILVIO

Old Business

Commissioner Konawel asked for clarification on the procedure for when he wants to make a motion to postpone. Discussion ensued and it was clarified that if a Commissioner has a certain item they would like discussed they should ask for that item to be considered separately prior to the motion to approve is made.

Commissioner Konawel requested a new sound system for the meetings.

Commissioner DeSilvio added that he had discussions previously with County Counsel Campo and Commissioner Konawel regarding the making of motions.

New Business

N/A

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

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Comments:

Barbara Dougherty, Franklin Township – commented on the county newsletter and who is paying for it and noted that Commissioner DeSilvio was not included in the Franklin Township Fire Department’s 100th Anniversary. Commissioner DiCarlo explained that the 100th Anniversary event was an invite only event that she was invited to and not an event that she was asked to attend by the Board of Commissioners.

Resident from Woodbury Heights – Thanked the Commissioners for passing the Second Amendment Resolution and congratulated all the recipients who received proclamations.

Rich Nolan – He would like a live video of the commissioner meetings. He questioned the GCIA childcare allocation in the budget; how many children are enrolled in the childcare; is it available to every child.

Ryan Campbell, Mantua – Expressed his opposition to the GCL.

Eric Agren, West Deptford – He questioned if Commissioner DeSilvio cared about the taxpayers and why would he have an aide that lives out of County. Commissioner DeSilvio responded that he has to trust his confidential aide.

County Counsel Campo - Reminded everyone that we are not discussing personnel matters in a public forum.

Commissioner Konawel also made a statement regarding hiring of personnel.

Charles Hughes, Woodbury - Expressed his opposition to the GCL. Requested to make a presentation to the Commissioner Board.
Maureen McCabe, Woodbury Heights - Expressed her opposition to the GCL.

Anthony Alverio, Woodbury - Expressed his opposition to the GCL.

George Gellathin – He questioned the Director’s legal relationship to the GCIA; Director DiMarco advised that he was just the liaison to the GCIA and that the GCIA’s board makes the financial decisions.

Sam Ferraino, Woodbury – He asked Commissioner DeSilvio because he oversees the Sheriff’s Department if he was aware that the Gloucester County Sheriff was hiring employees from outside of Gloucester County. Commissioner DeSilvio stated that he would have to discuss that with the Sheriff.

Sheriff Sammons, Elk Twp. – He stated that he has one person in his administration that does not reside in Gloucester County and that in his position he needs to surround himself with people he can trust.

Sandy Erkisson, Garden State Second Amendment – She thanked the Board for passing the Second Amendment Resolution.

Mary, Woodbury Heights – She addressed the board regarding the therapeutic riding program at the Dream Park for her grandson.

Sam Ferraino, Woodbury – to Sheriff Sammons - over 300,000 residents in Gloucester County and you couldn’t find one person you could trust.

County Counsel Campo – Reminded Mr. Ferraino that he had already spoken once and that he could not come up twice.

Anna Janda, Mantua - Expressed her opposition to the GCL.

Tom Sullivan, West Deptford – He explained what the daycare center was not just a daycare center that it was a learning center with certified teachers and was opened to anyone that wanted to privately pay. Thanked the board for passing the second amendment resolution.

Judy Standish, Deptford – She is a member of the United States Air Force, disappointed more was not done to protect our rights to bear arms.

Harry Elton, Woodbury Heights – He addressed Commissioner DeSilvio’s decision to hire someone from Camden County and not to someone from Woodbury Heights who voted for him. He wanted to know if anyone was interviewed. Commissioner DeSilvio responded and said, no we didn’t do job interviews when we hired them.

Carmen Zampaglione, Woolwich Township – He asked the board to respect the seats they are sitting in. Looking for bipartisanship in the County.

Marguerite, National Park – She is very concerned with the water issues in National Park.

Maureen McCabe, Woodbury Heights – Commented on statements made by Mr. Elton.

County Counsel Campo – Reminded Ms. McCabe that she had already spoken once and that she could not come up twice.

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Comments: N/A

Adjournment

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Comments: N/A

Time: 7:28 p.m.
Gloucester County
Board of Commissioners

Proclamation

RECOGNIZING
CHARLIE BROWN’S FRESH GRILL
ON ITS RE-OPENING CELEBRATION
APRIL 7, 2022

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to recognize Charlie Brown’s Fresh Grill on the occasion of its re-opening celebration on April 7, 2022; and

WHEREAS, for nearly 40 years, Charlie Brown’s Fresh Grill was a landmark on Broad Street, and in 2020 this Woodbury mainstay closed due to the Covid-19 pandemic. With the support of the City of Woodbury, and substantial funding provided by the Woodbury Old City Restoration Committee, Woodbury Main Street, Inc. and the invested interest of the owners of the original Charlie Browns Corporation, the restaurant has undergone substantial renovations and historic restoration and will become, yet again, a gathering place for the community of Woodbury and the region; and

WHEREAS, over the last 300 years, many businesses have made their home in this iconic building and in 1981, Charlie Brown’s Fresh Grill opened its doors at the location, quickly becoming the go-to place for delicious steaks at a fair price and a farm-fresh salad bar; and

WHEREAS, Charlie Brown’s Fresh Grill has been a cherished and popular eatery in Woodbury, NJ since 1981, and the building that houses it at 111 North Broad Street has enjoyed a storied history. It was built in 1715 on a 200-acre plantation by then blacksmith Thomas Wilkins and named the Wilkins Inn. The building includes bricks left over from the construction of the Friends Meetinghouse which were fired at the old Brick Kilns beside Woodbury Creek. The Wilkins Inn was frequented by Revolutionary War soldiers, and when purchased by Jesse Smith in 1816 and renamed Jesse Smith’s Tavern, it served as a stage coach stop along the well-traveled route. It was rebranded during the growth of rail travel as “The Railroad House” and “The Depot House”; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson, and Christopher Konawel, Jr. do hereby recognize Charlie Brown’s Fresh Grill on the occasion of its grand re-opening in the city of Woodbury, NJ.

IN WITNESS WHEREOF, the Gloucester County Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of April, 2022.

Frank J. DiMarco
Director

Heather Simmons
Deputy Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Christopher Konawel, Jr.
Commissioner

ATTEST:
Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

~In Recognition of~
The ARC GLOUCESTER
65 Years of Service

WHEREAS, the 2022 Gloucester County Board of Commissioners would like to take this time to recognize The Arc Gloucester for 65 years of exemplary service in helping children with intellectual and developmental disabilities; and

WHEREAS, The Arc Gloucester was incorporated in 1957, founded by a small group of parents seeking educational and recreational opportunities for their intellectually and developmentally disabled children; and

WHEREAS, for 65 years, The Arc Gloucester has been at the forefront of the following innovative services: as such: opening the first group home in Gloucester County, opening four businesses operated by individuals with intellectual and developmental disabilities, and providing continuing education classes for adults with intellectual and developmental disabilities; and

WHEREAS, employees of The Arc Gloucester and individuals who attend The Arc Gloucester's programs contribute to their local communities through volunteer activities and partnerships that provide valuable information; and

WHEREAS, The Arc Gloucester operates over thirty programs providing individuals with intellectual and developmental disabilities of all ages the opportunity to live, work and play in their community. Residential programs, adult training services, businesses, respite and recreational activities provide opportunities for all individuals to reach their highest potential; and

WHEREAS, spanning more than 6 decades, The Arc Gloucester has advocated for the rights of all individuals with intellectual and developmental disabilities by communicating with elected officials and providing community awareness through written material, television, radio shows, special events and affiliation with the Arc of NJ and the Arc of the United States.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners, Heather Simmons, Lyman Barnes, Denice DiCarlo, Nicholas DeSilvio, James B. Jefferson and Christopher Konawel, Jr. do hereby recognize the positive impact The Arc Gloucester has had on thousands of individuals with intellectual and developmental disabilities and their families over the past 65 years. By believing that every person has a value and is a contributing member of society, The Arc Gloucester's employees, volunteers, community partners, and self-advocates have affected positive change and opened doors to opportunities that many would have never dreamed possible.

IN WITNESS WHEREOF, the Director and Clerk caused these presents to be executed and the seal of the County of Gloucester to be affixed this 2nd day of April, 2022.

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Nicholas DeSilvio
Commissioner

Christopher Konawel, Jr.
Commissioner

Heather Simmons
Deputy Director

Denise DiCarlo
Commissioner

James B. Jefferson
Commissioner

Attest:
Laurie J. Burns, Clerk of the Board
RESOLUTION RATIFYING THE AGREEMENTS BETWEEN THE
GLOUCESTER COUNTY BOARD OF COMMISSIONERS, THE GLOUCESTER
COUNTY SHERIFF AND FOP LODGE 97 AND FOP LODGE 199 FOR THE
TERM JANUARY 1, 2022 TO DECEMBER 31, 2027

WHEREAS, the Gloucester County Board of County Commissioners, the Gloucester
County Sheriff, and FOP Lodge 97 and FOP Lodge 199 have negotiated Agreements (herein
referred to as “Agreements”), for those employees of the Gloucester County Department of
Correctional Services represented by said Lodges, specifically Corrections Sergeants and
Corrections Officers; and

WHEREAS, under the terms of said Agreements, the wages, benefits, and other terms
and conditions of employment shall be set forth for the period January 1, 2022 through
December 31, 2027.

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

1. That the County of Gloucester hereby ratifies and accepts the Agreements between
the Gloucester County Board of Commissioners, the Gloucester County Sheriff, and
FOP Lodge 97 and FOP Lodge 199, which Agreements are incorporated herein by
reference;

2. Said Agreements shall be effective for the period beginning January 1, 2022 and
concluding December 31, 2027.

3. That the appropriate County Officials shall be authorized to execute the Agreements
and/or other documents necessary to effectuate said Agreements and the terms
contained therein.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
FOP Lodge 199
Corrections Sergeants

The following represents the tentative agreements reached in negotiations between the Gloucester County Sheriff and F.O.P. Lodge 199, representing Gloucester County Corrections Sergeants for a successor collective negotiations agreement. Both Parties agree to recommend the following to its constituents for ratification.

1.) Contract Term: 01/01/2022 – 12/31/2027

2.) Preamble – Revise provision to include “FOP Labor Counsel.”

3.) Article I – Recognition – Revise Article to include “FOP Labor Counsel.”

4.) Revise Agreement to include Janus compliant language and provisions of the WDEA.

5.) Article V Wages
   a. Percentages for yearly salary increases
      i. 2022 – 2.5%
      ii. 2023 – 2.5%
      iii. 2024 – 2.75%
      iv. 2025 – 3%
      v. 2026 – 3%
      vi. 2027 – 3%

6.) Medical Benefits
   a. Reflect the wording of the most recent MOU being Jan/Feb 2020 being the same wording in the current Sheriff’s Officers contract.

7.) Article VII Holidays
   a. Amend wording to: “There shall be a minimum of fifteen (15) holidays per year, with a schedule of observance to be determined by the employer.”
New Year’s Day, MLK Day, President’s Day, Good Friday, Memorial Day, Juneteenth, 4th of July, Labor Day, Columbus Day, Election Day, Veteran’s Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and Personal Holiday (in lieu of Lincoln’s Birthday, to be used as an additional vacation day)

8.) Seniority and Shift Bidding
   a. Documented sick leave (sick leave used for a doctor visit etc. with a note documenting said visit) will not be used negatively for those bidding for shifts.

9.) Practice Ammo
   a. Add: “The Department will supply to those required to qualify with a duty weapon, no less than 400 rounds of ammunition and ten (10) targets per year. These items will be provided by June 1st of each year (This is equal to what is in the current Sheriff’s Officers Contract).

10.) Sick leave will NOT be included for overtime purposes.

11.) Agree to a separate “Hospital Overtime List”. This list will combine both Sheriff’s Officers and Correctional Sergeants & Officers. Correctional Sergeants & Officers that choose to be on the list will remain on the list for the remainder of the calendar year before they are able to remove their names from the list.

12.) As part of this Agreement, the parties have agreed to settle pending grievance number AR-2021-323. In exchange for the Union withdrawing the grievance, the Sheriff has agreed to provide the grievant, C.B. (#27104) twenty-four (24) comp hours that must be used during 2022. In the event that these hours are not used by the end of the year the remaining hours will be forfeited. The comp hours included in this settlement shall not have a cash value. The Union will take the necessary steps to dismiss all related proceedings, including but not limited to matters held in abeyance at PERC.
13.) All proposals not referenced herein are deemed withdrawn.

14.) The parties agree that all language in the expired agreement not modified herein shall be incorporated into the successor agreement.

15.) This Agreement shall be subject to ratification by the parties.

For the FOP

[Signature]
Dominic Capanna
President
Dated: 4/7/22

For the Gloucester County Sheriff

[Signature]
Dated: 8 April 2022
Jonathan M. Sammons
Sheriff
The following represents the tentative agreements reached in negotiations between the Gloucester County Sheriff and F.O.P. Lodge 97, representing Gloucester County Corrections Officers for a successor collective negotiations agreement. Both Parties agree to recommend the following to its constituents for ratification.

1.) Contract Term: 01/01/2022 – 12/31/2027

2.) Article IV Workday, Overtime & Call-in Seniority
   a. Remove all references to 12 hour shifts
   b. Amend Article IV B(5) to reflect the following work hours/shifts
      i. 0500-1330
      ii. 0600-1430
      iii. 0700-1530
      iv. 0800-1630
      v. 0830-1700
      vi. 0930-1800

3.) Article V Wages
   a. Percentages for yearly salary increases
      i. 2022 – 2.5%
      ii. 2023 – 2.5%
      iii. 2024 – 2.75%
      iv. 2025 – 3%
      v. 2026 – 3%
      vi. 2027 – 3%

4.) Medical Benefits
   a. Reflect the wording of the most recent MOU being Jan/Feb 2020 being the same wording in the current Sheriffs Officer contract.

5.) Article VII Holidays
a. Amend wording to: “There shall be a minimum of fifteen (15) holidays per year, with a schedule of observance to be determined by the employer.”

New Year’s Day, MLK Day, President’s Day, Good Friday, Memorial Day, Juneteenth, 4th of July, Labor Day, Columbus Day, Election Day, Veteran’s Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and Personal Holiday (in lieu of Lincoln’s Birthday, to be used as an additional vacation day)

6.) The parties agree to attach and will continue to recognize the 2013 Jail Closing Memorandum of Agreement.

7.) Article IX Vacation
   a. Vacation schedule will be the same as Sheriff’s Officers:
      Beginning the 1st Calendar Year, 1 day per month worked (max 12 days) 12 days/year
      Beginning the 2nd – 4th year 12 Work Days per Year
      Beginning the 5th – 11th year 15 Work Days per year
      Beginning the 12th – 19th year 20 Work Days per year
      Beginning the 20th – 25th year 25 Work Days per year
      Beginning the 26th – 30th year 30 Work Days per year
      Beginning the 31st year 1 Work Day per each year of service

   b. Emergency Vacation Days will remain at status quo being 2 day which are inclusive of vacation time.
   c. Vacation carry-over days will be amended from 5 days to 10 days which will be the same as Sheriff Officers.

8.) Seniority and Shift Bidding
   a. Documented sick leave (sick leave used for a doctor visit etc. with a note documenting said visit) will not be used negatively for those bidding for shifts.

9.) Practice Ammo
   a. Add: “The Department will supply to those required to qualify with a duty weapon, no less than 400 rounds of ammunition and ten (10) targets per year. These items will be provided by June 1st of each year (This is equal to what is in the current Sheriff’s Officers Contract).
10.) Agree to “Janus Language”

11.) Sick leave will NOT be included for overtime purposes.

12.) Agree to a separate “Hospital Overtime List”. This list will combine both Sheriff’s Officers and Correctional Sergeants & Officers. Correctional Sergeants & Officers that choose to be on the list will remain on the list for the remainder of the calendar year before they are able to remove their names from the list.

13.) All proposals not referenced herein are deemed withdrawn.

14.) The parties agree that all language in the expired agreement not modified herein shall be incorporated into the successor agreement.

15.) This Agreement shall be subject to ratification by the parties.

For the FOP

\[Signature\]
Dated: 4/7/2022
OFC. ROBERT SCHMIDHEISER 29/149

For the Gloucester County Sheriff

\[Signature\]
Dated: 4/7/2022
JONATHAN M. SAMMONS SHERIFF
RESOLUTION AUTHORIZING A CONTRACT WITH PINO CONSULTING GROUP, INC. FROM MAY 1, 2022 TO APRIL 30, 2023 FOR $30,250.00

WHEREAS, the County of Gloucester recognizes the need for a County-wide central service indirect cost plan and cost sharing services, and requested proposals, via RFP-022-034, 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 Pino Consulting Group, Inc. of 110 Commons Way, Building A, Toms River, NJ 08755 was qualified to provide said services for $30,250.00; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-03038, which amount shall be charged against budget line item 2-01-20-130-001-20215; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute, and the Clerk of the Board directed to attest to a contract with Pino Consulting Group, Inc. for a County-wide central service indirect cost plan and cost sharing services as set forth in RFP-022-034 from May 1, 2022 to April 30, 2023 for $30,250.00, as per the prices submitted in contractor’s proposal; and

BE IT FURTHER RESOLVED that a brief notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law stating the nature, duration, service and amount of the contract, and further stating that 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
PINO CONSULTING GROUP, INC.

THIS CONTRACT is effective the 20th day of April, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and PINO CONSULTING GROUP, INC., with offices at 110 Commons Way, Building A, Toms River, NJ 08755, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional services regarding the development and preparation of a County-wide Central Service Indirect Cost Plan and Cost Sharing services as per RFP-022-034.

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

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

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 OF SERVICES. This Contract shall be effective from May 1, 2022 to April 30, 2023.

2. COMPENSATION. Contractor shall be compensated in the total amount of $30,250.00, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor’s proposal dated March 28, 2022 which was submitted in response to the County’s Request for Proposal, RFP-022-034. The Proposal is incorporated into and made part of this Contract by reference.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.
Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for the development and preparation of a County-wide Central Service Indirect Cost Plan and Cost Sharing services as per RFP-022-034, and Contractor’s Proposal dated March 28, 2022, which is incorporated by reference and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP-022-034.

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

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

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

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

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

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

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

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

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

c. If, through any cause, the Contractor 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 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.
10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor’s failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-022-034 issued by the County, and the Contractor’s Proposal. Should there occur a conflict
between this Contract or RFP-022-034, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the 20th day of **April, 2022**.

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

**ATTEST:**

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**LAURIE J. BURNS,**
**CLERK OF THE BOARD**

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**FRANK J. DIMARCO, DIRECTOR**

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**COUNTY OF GLOUCESTER**

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**ATTEST:**

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**PINO CONSULTING GROUP, INC.**

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By: **ALFRED PINO, CGFM**
Title: **PRESIDENT**
Response to
Gloucester County, New Jersey
Request for Proposal
County Wide Central Service Indirect
Cost Plan and Cost Sharing Services
RFP #022-034

Submitted by:

Alfred Pino, CGFM, President
Pino Consulting Group, Inc.
110 Commons Way, Building A
Toms River, New Jersey 08755
Tel: (609) 448-7135
Email: alpino@pinoconsulting.com

Pino Consulting Group, Inc.
Cost Recovery • Revenue Maximization • Financial Management
Cost Allocation Plans • User Fee Studies
Health Care Facility Cost Reporting & Reimbursement

110 Commons Way, Building A, Toms River, NJ 08755
www.pinoconsulting.com
March 28, 2022

VIA FEDERAL EXPRESS

Ms. Kimberly Larter, QPA, Director
Purchasing Department
County of Gloucester
Two South Broad Street, 1st Floor
Woodbury, NJ 08096

RE: Gloucester County Request for Proposals (RFP #022-034) – County Wide Central Service Indirect Cost Plan and Cost Sharing Services

Dear Ms. Larter:

Pino Consulting Group, Inc. ("PCG") is pleased to submit this proposal to Gloucester County, NJ, in response to request for proposal #022-034, to provide a county wide central service indirect cost plan and cost sharing (revenue maximization consulting) services.

For over thirty (30) years, PCG has provided financial management, costing and revenue maximization consulting services for government agencies and programs. We are a small firm with big experience. We have completed more than 1,000 projects for State, County and Municipal governments and programs. This includes various revenue maximization projects that generated more than $300 million in additional revenues and cost savings for our clients.

To demonstrate the advantages of selecting PCG for this project we have outlined in the enclosed technical proposal our knowledge, experience, capabilities and successful record of performance. To recap, the following points are just a few of our competitive advantages:

- PCG's cost allocation experience with New Jersey counties is unrivaled; we annually prepare more indirect cost allocation plans for New Jersey Counties than all other consulting firms combined.
- PCG has unique knowledge of New Jersey County Government.
- PCG specifically developed detailed work plans for individual components of this engagement.
- PCG will perform all work in New Jersey and all work will be performed by professionals.

Cost Recovery • Revenue Maximization • Financial Management
Cost Allocation Plans • User Fee Studies
Health Care Facility Cost Reporting & Reimbursement
Ms. Kimberly Larter, QPA, Director  
March 28, 2022  
Page 2 of 2  

As requested, enclosed please find one (1) original and five (5) signed copies of our proposal.

We appreciate the opportunity to continue our work with Gloucester County and we are available to further discuss our proposal at your convenience. Please contact me directly at (609) 448-7135 or at alpino@pinconsulting.com.

Very truly yours,

Alfred Pino, CGFM  
President

Enclosures
Section 12 Cost Proposal

We propose the following fee arrangement to provide: (1) a County-wide Central Service Indirect Cost Plan; and (2) Revenue Maximization Consulting Services.

**County-wide Central Service Indirect Cost Plan**

We propose a firm fixed fee in the amount of **$30,250.00**, to prepare the Central Service Indirect Cost Allocation Plan based on calendar year 2021 actual costs.

We propose a firm fixed fee in the amount of **$7,150.00** to prepare the optional Central Service Indirect Cost Allocation Plan based on calendar year 2022 budgeted costs.

**Please note:** that our proposed fees do not include assistance to the County to defend agency questioned costs that may emanate as a result of errors or discrepancies found upon review of the County's books and records that we relied upon to prepare the Plan, nor does it include questioned costs that may emanate from an agency's interpretation of 2 CFR Part 200 guidelines, which differs from the interpretation and position that the County wants to maintain and defend. We will assist the County in the defense of these issues at an additional charge for our services, at an hourly rate of $295.00.

Payment of the above firm fixed fees are due after the County accepts each completed central service indirect cost allocation plan and rate calculations.

**Revenue Maximization Consulting Services**

We offer the County a performance-based fee arrangement, which is contingent on the County realizing additional reimbursement and/or cost reductions as a result of our efforts. This fee arrangement is at no additional cost to the County. The County will only be required to pay a fee based on our performance, if PCG is successful and generates additional revenues/reimbursement and/or cost reductions to the County. Should PCG be successful, the performance-based fees shall be paid from the additional revenues and cost reductions realized by the County of Gloucester.

Performance based fees shall be computed by multiplying the applicable fee percentage factor to all new revenues/reimbursements and cost reductions realized by the County for the project. If the recovery is a result of retroactive claims, our fees shall be based on the total retroactive recoveries as far back as the recovery can be demonstrated, regardless of how long it takes for the County to realize the total amount of the recoveries. Further, if we identify retroactive claims that are due the County and the responsible payer refuses to honor the retroactive claims, but changes its policies or practices on a current basis going forward, our performance-based fee, up to the amount of the retroactive claims, shall be paid as the County realizes the additional current revenues or cost reductions, as a result of these changes.
# County of Gloucester Purchasing Department

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

### PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

**NO.** 22-03038

**ORDER DATE:** 04/11/22  
**REQUISITION NO.:** R2-02769  
**DELIVERY DATE:**  
**STATE CONTRACT:** RFP-22-034  
**ACCOUNT NUM:**

---

**SALES TAX ID # 21-6000660**

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<td>RFP#022-034 COUNTY WIDE CENTRAL SERVICE INDIRECT COST PLAN AND COST SHARING SERVICES FOR THE PERIOD OF MAY 1, 2022 - APRIL 30, 2023</td>
<td>2-01-20-130-001-20215 Consultants, surveys and Appraisals</td>
<td>30,250.0000</td>
<td>30,250.00</td>
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**TOTAL** | 30,250.00

---

### CLAIMANT'S CERTIFICATE & DECLARATION

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

**X**  
**VENDOR SIGN HERE**  
**DATE**

---

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<th>TAX ID NO. OR SOCIAL SECURITY NO.</th>
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<td><strong>MAIL VOUCHER WITH INVOICE TO THE &quot;SHIP TO&quot; ADDRESS</strong></td>
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### RECEIVER'S CERTIFICATION

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

---

### APPROVAL TO PURCHASE

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

---

**TREASURER / CFO**  
**DATE**

---

**QUALIFIED PURCHASING AGENT**  
**DATE**

---

** DEPARTMENT HEAD **  
**DATE**

---

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS
FOR THE MONTH OF APRIL, 2022

WHEREAS, the Board of County Commissioners of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending April 15, 2022; and

WHEREAS, the County Division of Social Services has submitted their bill list, including daily payments made by the Division, and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending April 15, 2022.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending April 15, 2022, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of County Commissioners, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the County Division of Social Services’ bill list for the period ending April 15, 2022, which includes ratification of prior emergency payments made as prepared, reviewed and approved by the Division’s Finance Officer and Director and the County Treasurer is hereby approved, and the County Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH
DREW & ROGERS, INC. FROM MARCH 26, 2022 TO MARCH 25, 2023
IN AN AMOUNT NOT TO EXCEED $35,000.00

WHEREAS, the County of Gloucester awarded a bid and entered into a contract on
March 4, 2020 with Drew & Rogers, Inc. for the supply and delivery of advertising items as
needed by County departments, as per PD-20-009, which contract provided the County with the
option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended exercising the
option to extend the contract for a one (1) year term from March 26, 2022 to March 25, 2023, in
an amount not to exceed $35,000.00.

WHEREAS, the Contractor will continue to be engaged on an as-needed basis which
does not obligate the County to make any purchase, and therefore, no Certificate of Availability
of Funds is required at this time; and

WHEREAS, all terms and provisions of the previously executed contract, with the
exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the County does hereby exercise the option to extend the contract
with Drew & Rogers, Inc. for the supply and delivery of advertising items, as per PD-20-009, for
a one-year period from March 26, 2022 to March 25, 2023, in an amount not to exceed
$35,000.00; and, that the County’s Qualified Purchasing Agent is hereby directed to inform said
Contractor of the extension; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered
pursuant to this contract extension, a certification must be obtained from the County Treasurer
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 regular a meeting of the Board of County Commissioners of the County of
Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
PD 020-009
Bid Opening 02/20/2020 10:00am

SPECIFICATIONS FOR THE SUPPLY AND DELIVERY
OF ADVERTISING ITEMS FOR ALL USING
DEPARTMENTS IN THE COUNTY OF GLOUCESTER
AND EXISTING UNITS WITHIN THE COUNTY AS
ALLOWED THROUGH THE COUNTY CONTRACT
PURCHASING SYSTEM NUMBERS CK-01-GC AND
16GLCP

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<tr>
<th>VENDOR:</th>
<th>VENDOR:</th>
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<tbody>
<tr>
<td>Drew &amp; Rogers, Inc.</td>
<td>Progressive Promotions, Inc. dba T-Shirt Express</td>
<td>W.B. Mason Co., Inc.</td>
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<tr>
<td>30 Plymouth Street</td>
<td>145 Cedar Lane, Suite 200</td>
<td>535 Secaucus, NJ 07094-2529</td>
</tr>
<tr>
<td>Fairfield, NJ 07004</td>
<td>Englewood, NJ 07631-4821</td>
<td>Secaucus, NJ 07094-2529</td>
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<tr>
<td>Stella Lukas, Sales Executive</td>
<td>Pam Abramowitz, EVP</td>
<td>Daniel Orr, Jr., Senior V.P.</td>
</tr>
<tr>
<td>973-575-6210</td>
<td>201-945-0500</td>
<td>888-826-2766</td>
</tr>
<tr>
<td>973-575-7180 Fax</td>
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<td>888-826-1788</td>
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<td><a href="http://www.drew-rogers.com">www.drew-rogers.com</a></td>
<td>2020 Creative Collection</td>
<td><a href="http://www.hipromo.net">www.hipromo.net</a></td>
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<td>Variations: (if any)</td>
<td>None</td>
<td>None</td>
<td>None</td>
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| Delivery days: | 8 to 24 Days | Generally 5 to 10 Business Days | 7 to 21 Days |

| Will you extend your prices to local government entities within the County | YES | YES | NO |

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<th>Fuerza Strategy Group</th>
<th>Al-Lynn Sales</th>
<th>All American Poly</th>
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<td>SevenOutsource</td>
<td>Verdi Productions</td>
<td>Bass Specialty Sales, Inc.</td>
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</tr>
<tr>
<td>Marybridge Enterprises</td>
<td></td>
<td>CFB Promotional Products</td>
<td></td>
</tr>
</tbody>
</table>

The term of this contract is for two (2) years with one (1) two (2) year extension or two (2) one (1) year extensions.

Based upon the bids received, I recommend Drew & Rogers, Inc. be awarded the contract, as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter, Qualified Purchasing Agent
RESOLUTION AUTHORIZING AN AMENDMENT TO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CUMBERLAND

WHEREAS, on October 6, 2021, the County of Gloucester entered into a Shared Services Agreement with the County of Cumberland to share the duties and salary of the Warden for the Cumberland County Jail, from November 1, 2021 to April 30, 2022, with the option to extend for additional six-month terms; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes counties to contract with other local units in shared service agreements; and

WHEREAS, the County of Gloucester and the County of Cumberland County would like to amend the agreement to provide said services through December 31, 2022, with the option to extend for additional six-month terms; and

WHEREAS, all other terms and provisions of the Shared Services Agreement and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute, and the Clerk of the Board is hereby authorized to attest to the execution of the Amendment to a Shared Services Agreement with the County of Cumberland to amend the agreement to provide said services through December 31, 2022, with the option to extend for additional six-month terms; and

BE IT FURTHER RESOLVED, all other terms and provisions of the Shared Services Agreement and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 20, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, 
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
AMENDMENT TO SHARED SERVICES AGREEMENT BETWEEN
COUNTY OF GLOUCESTER
AND
COUNTY OF CUMBERLAND

THIS is an Amendment to a Shared Services Agreement entered into on the 6th of October, 2021, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County") and the County of Cumberland, a body politic and corporate of the State of New Jersey ("Cumberland County").

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

- The Shared Services Agreement is amended to extend the term through December 31, 2022, with the option to extend for additional six-month terms.

A Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the _____ day of _____________, 2022.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk of the Board

ATTEST: COUNTY OF CUMBERLAND

Frank J. Dimarco, Director

By: Title:
RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC. FROM APRIL 20, 2022 THROUGH COMPLETION OF THE PROJECT FOR $2,664,444.30

WHEREAS, the County of Gloucester ("County") advertised for the receipt of public bids for services regarding the 2021 Gloucester County Bridge Rehabilitation project in various locations, as per Engineering Specifications #21-01 ("Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on March 9, 2022, and after following proper public bidding procedure it was determined that R.E. Pierson Construction Co., Inc., was the lowest responsive and responsible bidder for the Project as set forth in the specifications, for a total amount of $2,664,444.30; and

WHEREAS, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the County's Purchasing and Engineering Departments recommend award of said contract to R.E. Pierson Construction Co., Inc. to commence April 20, 2022 and conclude upon completion of the Project as per N.J.S.A. 40A:11-15(9); and

WHEREAS, the Treasurer for the County has certified the availability of funds pursuant to C.A.F. Number 22-02555, to be charged against budget line item C-04-18-016-165-16234.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with R.E. Pierson Construction Co., Inc. for services regarding the 2021 Gloucester County Bridge Rehabilitation project in various locations, as per Engineering Specifications #21-01, commencing April 20, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9), for $2,664,444.30.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTRY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
R.E. PIERSON CONSTRUCTION CO., INC.

THIS CONTRACT is effective the 20th day of April, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and R.E. PIERSON CONSTRUCTION CO., INC., with an address of 426 Swedesboro Road, P.O. Box 430, Woodstown, NJ 08098, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional engineering services regarding the 2021 Gloucester County Bridge Rehabilitation project in various locations, known as Engineering Project #21-01 (hereinafter “Project”); and

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

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

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 OF SERVICES. This Contract shall be effective commencing April 20, 2022 and concluding upon completion of the Project, pursuant to N.J.S.A. 40A:11-15(9).

2. COMPENSATION. Contractor shall be compensated in a total contract amount of $2,664,444.30, pursuant to the prices set forth in, and subject to all terms and provisions of the Contractor’s bid response and prices set forth therein.

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

   Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.
It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be for engineering services regarding the 2021 Gloucester County Bridge Rehabilitation project in various locations, known as Engineering Project #21-01 and Contractor’s bid response, which is incorporated by reference in its entirety and made a part of this Contract.

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

   a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all 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.

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

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

   d. The Contractor, 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.

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

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

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

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

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

c. If, through any cause, the Contractor 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 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 affect the validity of the indemnification provisions of this Contract, nor 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 such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor’s failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. **CONTRACT PARTS.** This Contract consists of this Contract document, Specifications #21-01 issued by the County, and the Contractor’s Bid Response. Should there occur a conflict between this Contract or Specifications #21-01, and Contractor’s Bid response, then this Contract, or the Specifications, as the case may be, shall prevail.

**THIS CONTRACT** is dated this 20th day of April, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST: COUNTY OF GLOUCESTER

_________________________ FRANK J. DIMARCO, DIRECTOR
LAURIE J. BURNS, R.E. PIERSON CONSTRUCTION
CLERK OF THE BOARD CO., INC.

ATTEST: By:

_________________________ Title:
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<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Unit Price</th>
<th>Unit Price</th>
<th>Unit Price</th>
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<td>(HMA) 12.5 M64 Surface course loaded</td>
<td>$55.00</td>
<td>$64.00</td>
<td>$65.90</td>
</tr>
<tr>
<td></td>
<td>in trucks at contractors plant</td>
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<td><strong>Estimated Quantity</strong></td>
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<tr>
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<td></td>
<td><strong>Estimated Quantity</strong></td>
<td><strong>1,000 Tons</strong></td>
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</table>

Distance in miles between pickup location and the county's stocking location as follows:

- Clayton Yard: 5.2 Miles, 17, 18.1
- Mantua Yard: 10.6 Miles, 11, 11.2
- Swedesboro Yard: 15 Miles, 4.5, 18.1

**DELIVERY ARO**

- 1 day

**Variations: (if any)**

- None

**Internet Search Engine Used**

- Google

**Will you extend your prices to local government entities within the County**

- YES

**Bid specifications sent to:**

- Asphalt Paving Systems, Cold Mix Manufacturing Corp., PWX Press, Allied Solution Enterprise; Garden State Highway Products;

**The ordering period for the proposed contract will be for one (1) year with one two (2) year extension or two (2) one year extensions.**

Based upon the bids received, I recommend South State Materials, LLC as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter, QPA
### SALES TAX ID # 21-6000660

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<thead>
<tr>
<th>QTY/UNIT</th>
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<td></td>
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<td>2,664,444.30</td>
</tr>
</tbody>
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### CLAIMANT'S CERTIFICATE & DECLARATION:

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

X VENDOR SIGN HERE

DATE

### RECEIVER'S CERTIFICATION:

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

### APPROVAL TO PURCHASE:

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

DATE

QUALIFIED PURCHASING AGENT

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH
STATE MATERIALS, LLC FROM MAY 5, 2022 TO MAY 4, 2023
IN AN AMOUNT NOT TO EXCEED $250,000.00

WHEREAS, the County of Gloucester advertised for the receipt of public bids for the
supply of bituminous materials, as per PD-22-016, for use by the County’s Department of Public
Works; and

WHEREAS, bids were publicly received and opened on March 29, 2022, and after
following proper bid opening and evaluation procedure, it was determined that South State
Materials, LLC of 202 Reeves Road, Bridgeton, NJ 08302 was the lowest responsive and
responsible bidder, in an amount not to exceed $250,000.00; and

WHEREAS, the contract shall be awarded for a period of one (1) year from May 5, 2022
to May 4, 2023, with the County having the option to extend the contract for one (1) two-year
period or two (2) one-year periods; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the
Board is directed to attest to a contract with South State Materials, LLC for the supply of
bituminous materials as per PD-22-016, from May 5, 2022 to May 4, 2023, with the County
having the option to extend the contract for one (1) two-year period or two (2) one-year periods,
in an annual amount not to exceed $250,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered
pursuant to the within award, a certification must be obtained from the County Treasurer
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 regular a meeting of the Board of County Commissioners of the County of
Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
CLERK OF THE BOARD
CONTRACT
Between
COUNTY OF GLOUCESTER
AND
SOUTH STATE MATERIALS, LLC

THIS PURCHASE CONTRACT is made effective the 20th day of April, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “County”, and SOUTH STATE MATERIALS, LLC with an address of P.O. Box 68, Bridgeton, NJ 08302, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, the County seeks the supply of bituminous materials for use by the County Public Works Department as set forth in PD-22-016; and

WHEREAS, bid responses were publicly received and opened by the County on March 29, 2022 with Vendor being the successful bidder and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and all statutory terms and provisions required for public contracting; and

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

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective from May 5, 2022 to May 4, 2023, with the County having the option to extend the Contract for two (2) one-year periods or one (1) two-year period.

2. COMPENSATION. Vendor shall be compensated for materials on an as-needed basis, in a total amount not to exceed $250,000.00 per year.

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

3. DUTIES OF VENDOR. The duties of Vendor shall be for the supply of bituminous materials for use by the County Department of Public Works on an as-needed basis, specifically bid items #1-HMA 12.5 M64 surface course; #2-HMA 9.5 M64 leveling course; and #3-HMA 19M64 base course, as set forth in Vendor’s bid response to specifications PD-22-016, which are
incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail. The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

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

   B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.

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

   D. 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.

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

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

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

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

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

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

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

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

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

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

12. **METHODS OF WORK.** Vendor agrees that if an installation of equipment is required, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

15. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this contract document, the specifications identified as PD-22-016, and bidder's bid response package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, and the bid package, then this Contract and the specifications shall prevail.
THIS PURCHASE CONTRACT is made effective this 20th day of April, 2022.

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

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk Frank J. Dimarco, Director

ATTEST: South State Materials, LLC

By: Chester J. Ottinger, Jr.
Title:
ATTACHMENT A
# SUMMARY OF BIDS

**SPECIFICATION NO. 21-01**

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<th>Item No.</th>
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<th>Approx. Quantity</th>
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<th>Unit Price</th>
<th>Amount</th>
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### SUMMARY OF BIDS

**SPECIFICATION NO. 21-01**

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<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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**Total Bid:** $2,664,444.30  **Total Bid:** $2,952,943.75  **Total Bid:** $3,614,176.00

*Error in addition item No. 88

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

3-10-22

Page 5 of 5

V:\Projects\21-01\Bid Summary\21-01 Summary of Bids
RESOLUTION RESCINDING A PURCHASE FROM BEYER OF MORRISTOWN, LLC FOR A TOTAL AMOUNT OF $46,932.00

WHEREAS, by Resolution adopted on July 7, 2021 the County authorized the purchase of two (2) 2021 Chrysler Voyager seven-passenger minivans for a total amount of $46,932.00 (@$23,466.00 each), via State Contract 18-FLEET-004456 from Beyer of Morristown, LLC of 200 Ridgedale Avenue, Morristown, NJ 07960, however, to date, the vendor has been unable to provide the vehicles within the County’s timeframe; and

WHEREAS, the County Treasurer previously certified the availability of funds pursuant to C.A.F Number 21-07714, which purchase order must now be cancelled.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County hereby rescinds the purchase of two (2) 2021 Chrysler Voyager seven-passenger minivans from Beyer of Morristown, LLC, and that the County’s Qualified Purchasing Agent is directed to cancel C.A.F. Number 21-07714 for a total amount of $46,932.00, due to vendor’s inability to deliver the vehicles per agreement.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID COST REIMBURSEMENT AGREEMENT NUMBER 22-DT-BLA-853 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR $1,648,384.00

WHEREAS, the Office of the Gloucester County Engineer is eligible to receive reimbursement funds from the New Jersey Department of Transportation, Division of Local Aid and Economic Development for funding in the amount of $1,648,384.00; and

WHEREAS, in accordance with conditions of the Agreement, the funds will be used for reimbursements of costs for the Gloucester County Roadway Safety Improvements Project, known as Federal Project Number STP-D00S(516)FAP-2021GloucesterCounty-00021 and County Engineering Project Number 21-07FA (hereinafter “Project”); and

WHEREAS, Federal Aid Cost Reimbursement Agreement 22-DT-BLA-853 must be executed by the County to establish the terms and conditions applicable when receiving such funds for a designated eligible project.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to Federal Aid Cost Reimbursement Agreement Number 22-DT-BLA-853 with the New Jersey Department of Transportation, for funding in the amount of $1,648,384.00 to be used for the Gloucester County Roadway Safety Improvements Project, known as County Engineering Project Number 21-07FA.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
New Jersey Department of Transportation  
Division of Local Aid and Economic Development  
Federal Aid Cost Reimbursement Agreement  

FEDERAL AID AGREEMENT  

Agreement No.: 22-DT-BLA-853  
Contract ID: 22 70049  
Local Public Agency (LPA)/Subrecipient: Gloucester County  
CFDA Name and Number: Highway Planning and Construction 20.205  
LPA DUNS Number: 957362247  
Contact Name and Phone Number: Taimur Shamali(856) 414-8489  

Project: Gloucester County Roadway Safety ImprovementsSTP-D00S(516)FAP-2021-Gloucester County-00021  
Municipality: Various  
County: Gloucester  

This Cost Reimbursement Agreement ("Agreement") is made as of the ___ day of ___ __, by and between the Gloucester County, having its offices at Clayton Complex Offices of Government Services1200 N. Delsea DriveClayton, NJ 08312 "Subrecipient" or "Local Public Agency ("LPA")", and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State" or "NJDOT");  

WITNESSETH  

WHEREAS, the Congress of the United States has enacted various Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the National Highway Performance Program (NHPP), the Surface Transportation Program ("STP"), the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"), the Transportation Alternatives Program ("TA"), the Highway Safety Improvement Program ("HSIP"), the Safe Routes to School Program, and the Emergency Relief Program (collectively the "Programs"); and  

WHEREAS, the Legislature of the State of New Jersey has enacted legislation by which certain federal aid funds may be made available for use on local transportation related projects of public entities qualified to act as Subrecipients of these federal-aid funds in accordance with the intent of federal law; and  

WHEREAS, before federal funds will be made available for a specific program project, the Subrecipient and State are required to enter into an agreement to establish terms and conditions applicable to the Subrecipient when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility.  

WHEREAS, the Subrecipient proposes to be the Sponsor LPA of a project eligible for funding (the "Project") pursuant to the terms and conditions of this Agreement; and
WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Subrecipient funds to finance the Project ("Project Fund") pursuant to the applicable federal and State law; and

WHEREAS, Subrecipient and the State desire to specify the conditions applicable to the financing of the costs of the Project ("Project Costs") out of the Project Fund and the obligations of the Subrecipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, the Subrecipient and the State hereby agree as follows:

1. **Definitions**
   As used in this Agreement, the following terms are defined in the manner indicated below:

   1.1 Local Public Agency ("LPA"): The contracting agency that is the subrecipient of Federal-aid funds administered through the NJDOT.
   1.2 FHWA: Federal Highway Administration.
   1.3 USDOT: United States Department of Transportation
   1.4 Useful Life of the Project: the period of time assigned to the project for purposes of determining a repayment schedule or reimbursement in the event of default.
   1.5 Responsible Charge: A full time public employee of the Subrecipient, who is not a consultant, and is responsible for the Project.
   1.6 Construction Engineering: construction related design services including review of contractor’s working drawings, responding to contractor questions regarding design, and reviewing design changes.
   1.7 Construction Inspection: Subrecipient is responsible for ensuring that the project is being inspected on a full time basis throughout construction of the project. Federally funded construction projects must be built and inspected in accordance to the pertinent federal and state requirements and contract documents.
   1.8 Standard Specifications: the NJDOT Standard Specifications for Road and Bridge Construction, including all Baseline Document Change ("BDC") Announcements, in effect at the time of the execution of this Agreement. The Standard Specifications are incorporated into this Agreement by reference.
   1.9 Period of Performance: the period of time during which the Subrecipient is to complete the activities described herein and to incur and expend approved funds.

2. **Description of Project – Scope of Work**
A detailed Project description is included in the Project Scope of Work and a detailed Cost Estimate are attached to this Agreement.

3. **Agreement Contract Terms**

3.1 The State hereby awards a Grant of federal funds, available on a reimbursement basis, in the amount of $1,648,384.00S for the period of performance (“Project Fund”). Neither the State, FHWA, nor USDOT shall provide funding greater than this amount under this Agreement. The Subrecipient acknowledges that neither the State, FHWA nor USDOT are liable for payments that exceed this amount.

3.2 The Period of Performance for this award begins on the date of this agreement and shall continue in effect until the Project is completed and all payment vouchers have been paid subject to Section 7 below or until, based on inactivity as defined in Section 7.5.2 below. The Project shall be completed by 04/04/2024, unless either terminated or extended by written authorization of the State. Under 2 C.F.R. § 200.309, the Subrecipient shall not charge to this award costs that are incurred prior to and/or after the Period of Performance. Once the Period of Performance has concluded all obligations of the State, USDOT, and FHWA are terminated under this Agreement.

3.3 Subject to the following, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

3.3.1 The State may, in its sole discretion, terminate this Agreement for cause and all of its obligations under this Agreement if any of the following occurs:

3.3.1.1 The Subrecipient fails to begin expenditure of award funds;

3.3.1.2 The Subrecipient fails to meet the conditions and obligations specified under this Agreement, including a material failure to comply with the Period of Performance in Section 3.2 even if it is beyond the reasonable control of the Subrecipient.

3.3.1.3 The State, USDOT, or FHWA, may terminate this Agreement for convenience if, in their sole discretion, they determine that termination of this Agreement is in the public interest. Costs incurred by the Subrecipient as a result of a termination for convenience by the State or FHWA may be included in the Subrecipient's claim for compensation.

3.3.1.4 The Subrecipient abandons the Project during any phase (planning, design, construction, etc.). The State may demand the return of all funds or the remaining funds, at its own discretion.

3.3.2 In the event the Subrecipient terminates the Agreement, the State in its discretion will determine compensation, if any, to be paid.

3.3.3 This Agreement terminates on Project Closeout.

3.4 Fund Liquidation, Adjustment, and Cancellation.
3.4.1 The Subrecipient shall liquidate all obligations under this award not later than 90 days after the Period of Performance that is listed in section 3.2.

3.4.2 Liquidation and adjustment of funds under this Agreement follow the requirements of 2 C.F.R. §§ 200.343-.345.

3.5 The Project shall not be sold, assigned or ownership transferred without the consent of the State. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, this Agreement shall be deemed terminated and the State shall be reimbursed for all money paid.

3.6 The Subrecipient shall not proceed with any work on the Project ("Project Work") for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

3.7 Subrecipient will ensure that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies.

3.8 Recipient shall solicit proposals for all work on the Project in accordance with the Brooks Act of 1972 (40 U.S.C.A. Ch. 11), 2 C.F.R. §§ 200.317-.326, and all applicable federal and state laws, rules and regulations. All contracts entered into under this Agreement must contain the applicable provisions described in 2 C.F.R. Part 200, App. II—Contract Provisions for non-Federal Entity Contracts under Federal Awards. All design solicitations and construction bid solicitations by the Subrecipient must include the following language: "Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award."

4. Plans and Specifications

4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed.
All workmanship and materials shall conform to the Standard Specifications. If there is a deviation from these standards, the Subrecipient shall notify the State in writing of any deviation from the standards and shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. A Design Exception shall be executed when it can be documented to the State’s satisfaction that a lesser design value is the best practical alternative. The factors to be considered when determining if a lesser design value should be elected shall include social economic and environmental impacts together with safe and efficient traffic operations.

4.2 Approval for the Design Exception shall be based upon Division of Local Aid and Economic Development Policy Number 005.00 as follows:

4.2.1 All Design Exceptions for Local Aid projects on non-National Highways System (non-NHS) roadways must be prepared by a licensed professional engineer in the State of New Jersey and approved by the sponsor via a design exception certification.

4.2.2 Projects that are on NHS roads must follow the procedure outlined in the NJDOT Design Exception manual including approval by the Director of Design Services and the Federal Highway Administration.

4.2.3 The above applies regardless of funding source. The State shall notify Subrecipient when the Project is acceptable for bidding.

4.3 For reimbursement of allowable costs, Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

5.1.1 Subrecipient shall acquire Right of Way parcels in accordance with applicable federal and state requirements, including, but not limited to, 49 C.F.R. Part 24, 23 C.F.R. § 710.203, N.J.S.A. 20:4-1 et seq., the NJDOT Right of Way Acquisition Manual and the NJDOT.

5.1.2 Subrecipient shall be responsible for preparing all maps and other documents required by the NJDOT Right of Way Acquisition Manual and Right of Way Engineering Manual.

5.1.3 Eligible costs for Right of Way acquisition projects shall include:

5.1.3.1 Cost of real property which shall be based on the actual purchase price of the parcel or easement, after negotiating a purchase agreement, or the just compensation amount as determined by a court, and
5.1.3.2 Associated direct costs of acquisition including appraisal fees, cost estimates, Right of Way plan preparation, title work, cost to acquire real property, cost of administrative settlements, relocations, and damages pursuant to 23 C.F.R. § 710.203.

5.1.4 Any amount paid to the Subrecipient under this Agreement for a parcel or easement that is later declared to be in excess and sold, may be recovered by the State.

5.2 **Design Projects**

5.2.1 Subrecipient warrants that the engineering services shall be performed or approved by an engineer licensed by the State of New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.

5.2.2 Subrecipient covenants that Design Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies including applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline.

5.2.2.1 Certain projects shall require the pre-approval of the State, prior to the design phase, as to the applicable standards that apply, as follows:

5.2.2.1.1 Transportation projects other than roads and bridges,

5.2.2.1.2 Projects that intersect State highways,

5.2.2.1.3 Projects with railroad crossings within the project limits or 1000 feet outside the project limits, or

5.2.2.1.4 Projects with railroad crossings outside the project limits where the project could impact traffic flow across the railroad crossing.

5.2.3 Subrecipient shall prepare, or have prepared any necessary environmental documents, engineering documents, plans, specifications and estimates for the Project as required by Section 5.2 of this Agreement.

5.2.4 The Subrecipient shall not proceed with any Design Work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

5.2.5 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.
5.2.6 If Subrecipient is not performing design work in-house, Subrecipient shall solicit proposals in accordance with Section 3.8 of this Agreement. Upon receipt of proposals from responsible design consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

5.2.7 If the design consultant is to be retained for construction engineering purposes during the construction phase, contracts with design consultants shall include stipulations on retaining the designer for that purpose during which the negotiated cost of the construction engineering activity should be part of the construction contract.

5.2.8 Subrecipient or its consultant shall be required to submit a design schedule to the State which should include, at a minimum, the submission dates for Project plans and descriptions for NEPA determination, environmental screening, environmental permits/approvals, preliminary plans specifications, and estimate, and for the funding authorization request package.

5.2.9 Funds for design work shall be authorized by the State once the design authorization submission has been approved. Within ten years of the date of design authorization, the Project must be awarded to a construction contractor. Failure to comply with the requirements of this provision will result in the recovery of all funds previously expended.

5.2.10 Subrecipient agrees that all pedestrian facilities shall be designed to provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, 28 C.F.R. § 35.151(e), and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed.

5.2.11 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.

5.2.12 When the Subrecipient considers the design work to be finally complete, Subrecipient shall request that the State's representative make a final review of the plans, specifications and estimate. If it is determined, after such review, that the design work has been completed in accordance with all applicable laws and requirements, Subrecipient shall submit a final invoice to the State and the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project design work.

5.3 **Construction Projects**
5.3.1 Subrecipient shall complete or cause the completion of Project Work in accordance with the plans and specifications approved by the State.

5.3.2 Subrecipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Subrecipient shall obtain all permits and licenses necessary to complete Project Work prior to federal authorization.

5.3.3 The Subrecipient shall not advertise the project until federal authorization for the Project is obtained and the State provides written authorization to proceed.

5.3.4 Subrecipient shall not proceed with any Project Work for which reimbursement shall be sought without the written authorization of the State.

5.3.5 Subrecipient shall solicit bids for the work in accordance with Section 3.8 of this Agreement. The Subrecipient shall advertise the project within sixty (60) days of the State’s authorization of funds and must award the project within six months of authorization of funds. Upon receipt of bids from responsible contractors, Subrecipient shall select the contractor submitting the lowest responsive bid. Within thirty (30) days of the award of the contract, the Subrecipient shall submit:

5.3.5.1 One copy of the summary of construction bids showing all bid quantities, unit prices, and amounts for the construction of pay items, and

5.3.5.2 A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, which shall be subject to the approval of the State.

5.3.5.3 Once the State has received all of the information listed above, it shall notify Subrecipient in writing whether it has been approved. Subrecipient agrees not to contract with any contractor to whom the State has made a reasonable and timely objection.

5.3.6 Subrecipient shall submit to the State documentation of the consultant selection process or use of in-house forces and final negotiated consultant cost proposal. The use of in-house staff is permitted but is subject to the approval of the State. In order to use in-house staff for design work, Subrecipient must allow the State to review its project accounting systems and be cost-basis approved by the State.

5.3.7 If Subrecipient is not performing construction inspection work in-house, Subrecipient shall solicit proposals in accordance with section 3.8 of this Agreement. Upon receipt of proposals from responsible consultants, Subrecipient shall select professional services based upon qualifications and shall furnish the name of such consultant to the State for concurrence. Subrecipient agrees not to contract with any consultant to whom the State has made a reasonable and timely objection.

5.3.8 Subrecipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual, eligible Project Costs and for no other purpose. Subrecipient agrees that it shall provide to the State, upon demand and at no cost to
the State, such documentation as will enable the State to determine that the proceeds of the Project Fund have been applied solely to Project Costs.

5.3.9 Upon written request of the State, the Subrecipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds. Payment and performance bonds shall be part of the contract standard items. Performance and/or Payment bonds shall be billed to the State upon award of contract.

5.3.10 Subrecipient agrees that it will cause its contractor to comply with the FHWA’s Buy America policies that require a domestic manufacturing process for all steel or iron products that are permanently incorporated in a Federal-aid highway construction project pursuant to 23 U.S.C.A. § 313 and 23 C.F.R. § 635.410; comply with the current NJDOT Standard Roadway Specifications, and the current version of the NJDOT Construction Procedures Handbook. Buy America requirements apply to products installed permanently by utility companies for all contracts within the scope of the NEPA determination regardless of whether the contract uses FHWA funding. Subrecipient agrees that it shall cause its contractor to comply with Federal ADA requirements. All pedestrian facilities constructed or reconstructed shall provide safe and easy accessibility for all users. These facilities shall comply with the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973 and 28 C.F.R. § 35.151(e) and the current version of the NJDOT Roadway Design Manual in effect at the time this agreement is executed. Failure to comply may result in the loss of projects funds.

5.3.11 The Subrecipient agrees that it will ensure its contractors are aware of and are in compliance with 31 U.S.C.A. § 1352 prior to execution of any agreement in order to remain eligible for Federal funds.

5.3.12 When Subrecipient considers the Project to be finally complete, Subrecipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Subrecipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The State will monitor maintenance of completed Project by the Subrecipient. Failure to maintain Project will result in the withholding of funds payable to the Subrecipient on other State funded programs.
5.3.13 The Subrecipient must designate a person in Responsible Charge who is a full time employee of the agency as per 23 C.F.R. § 635.105. The person in "Responsible Charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services. This person may share duties, but is expected to be able to perform the following duties and functions:

5.3.13.1 Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

5.3.13.2 Maintains familiarity of day to day project operations, including project safety issues;

5.3.13.3 Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

5.3.13.4 Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the project;

5.3.13.5 Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and;

5.3.13.6 Directs Project staff, agency or consultant, to carry out Project Administration and Contract Oversight, including proper documentation.

5.3.13.7 Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the Project.

5.3.14 In addition to adhering to the requirements specifically set forth in this Agreement, Subrecipient agrees that it will cause its contractor to comply with the United States Department of Transportation’s (USDOT)/FHWA’s official Disadvantaged Business Enterprises (DBE) Program Guidance, including that all contract bidders/offerors submit DBE subcontractor information and/or good faith efforts, either at the time of the bid (responsiveness) or within 5 days of bid (responsibility). Guidance with regard to the DBE program can be found on the USDOT and FHWA Civil Rights’ websites.

6. **Insurance**

6.1 Subrecipient shall maintain or cause to be maintained:

6.1.1 General Comprehensive Liability Insurance in the minimum amount of $1,000,000.00 combined single limit plus $1,000,000.00 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic un-amended commercial general liability policy and shall be endorsed to include broad
form contractual liability coverage, independent contractor’s coverage and completed operations coverage.

6.1.2 Automobile Liability Insurance in the minimum amount of $1,000,000.00.
6.1.3 Workers Compensation Insurance in the amount required by law.

6.2 A copy of each insurance policy shall be made available to the State upon request.
6.3 Subrecipient shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of $1,000,000.00.
6.4 Subrecipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Subrecipient pursuant to this Agreement and shall not be construed to relieve Subrecipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

7. **Disbursement of Project Fund**

7.1 It is agreed that any and all Project Costs incurred by the Subrecipient prior to the execution of this Agreement by all parties shall be non-participating by the State and FHWA.

7.2 The State shall disburse monies from the Project Fund to Subrecipient in order to reimburse actual, eligible costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Subrecipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Subrecipient any monies in excess of the Project Fund. The Subrecipient shall reimburse its consultants/contractors for allowable expenses after the receipt of properly prepared payment vouchers as outlined in Section 7.5 of this Agreement. All monies shall be subject to appropriations and availability of funds.

7.3 The Agreement may be adjusted and/or modified unilaterally by the State to reflect the Project Costs in accordance with 23 C.F.R. § 630.106.

7.4 The final eligible costs incurred by the Subrecipient during the Project may be reimbursed by the State, subject to prior written approval, the availability of funds, and at the State’s sole discretion.

7.5 **Payment Vouchers**

7.5.1 Subrecipient shall prepare and submit payment vouchers for payment for approval by the State within three (3) months of initial billing by the contractor or design consultant, or six (6) months from award, whichever is first. Payment vouchers
may be submitted as frequently as every month at most but are required at least quarterly.

7.5.2 If Subrecipient does not comply with the aforementioned time periods for submitting payment vouchers, the State may determine that the Project is deemed “inactive” and, as a result, Project funds may be withdrawn by the State. The Project may also be determined inactive, at the discretion of the State, for the following reasons: failure to provide billing for eligible costs within 12 months from the initial authorization or a preceding bill, the failure to perform work properly, failure to complete the project as proposed, failure to properly submit or complete the close out documents, or any reason that the State may determine based upon the Project status and remaining work to be performed. The payment vouchers shall state, with proper documentation, the amounts due to the Subrecipient for actual, eligible costs incurred in connection with the Project. The Subrecipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

7.5.3 The parties agree that the State has sole discretion to modify the initial Agreement amount to reflect the actual, eligible costs for the Project work at the time of the award concurrence.

7.5.4 Progress Reports will accompany all payment vouchers and shall include:

7.5.4.1 A narrative description of work performed during the payment period and any difficulties or delays encountered;

7.5.4.2 A comparison of actual accomplishments to the goals established for the payment period;

7.5.4.3 A comparison, by tasks, of costs incurred with amounts budgeted, and;

7.5.4.4 A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.

7.5.4.5 Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.

7.5.5 The State shall review and verify such payment vouchers for payment and remunerate the Subrecipient for direct and indirect costs incurred up to a maximum Project approved budget for satisfactorily completing the Project.

7.6 **Partial Payments**
7.6.1 The State shall make partial payments to the Subrecipient toward the actual, eligible costs for the Project Work upon the receipt of properly drawn payment voucher for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a disagreement between the State and the Subrecipient concerning the percentage of work completed during any given period, that dispute shall be resolved in accordance with Paragraph 22.3 of this Agreement.

7.6.2 Subrecipient may submit payment vouchers totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. Subrecipient shall submit a final payment voucher, within six months of final inspection, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the Project by the State.

7.6.3 If the Subrecipient was found to be in good standing and compliance with the terms this Agreement, the Subrecipient can request compensation of a portion of the funds that were held as per Section 7.6.2 after a satisfactory final inspection by NJDOT and prior to the submittal of the final Payment voucher. Good standing can be defined as maintaining eligibility assessment, invoicing at a minimum of a quarterly basis, and receiving satisfactory reviews with regard to compliance with construction oversight inspections. This payment request will be accepted and processed at the sole discretion of the NJDOT.

7.7 **Consultants and Contractors**

7.7.1 The Subrecipient shall remain responsible for satisfactory performance of all work.

7.7.2 All work performed by consultant, contractors and subcontractors on the Project shall be treated as being performed by the Subrecipient.

7.7.3 Subrecipient will be paid the actual, eligible costs for the work of each contractor and consultant. The actual, eligible costs shall be considered full compensation for all costs incurred by the Subrecipient relative to the work performed by each contractor and consultant. Payment of the actual, eligible costs shall be made on monthly or quarterly payment vouchers submitted by the Subrecipient based upon the percentage of the contracted work completed as shown in the Subrecipient's monthly progress reports.

7.7.4 Subrecipient shall require its contractors and consultants to comply with the applicable cost principles set forth in this Section and the requirements of Section 12 below by placing equivalent provisions in their contracts.

7.7.5 Subrecipient shall require all subcontracting be performed in accordance with the Standard Specifications and 23 C.F.R. § 635.116.
8. **Conflict of Interest**

8.1 All FHWA Federal Aid Highway Program (FAHP) funds provided for locally administered projects must pass through NJDOT pursuant to 23 C.F.R §172.5. NJDOT, as the grant recipient, is responsible for ensuring the Subrecipient complies with Federal requirements. This includes ensuring sufficient controls are in place to protect the public’s interest against fraud, waste, and abuse of taxpayer resources.

8.2 Federal requirements and FHWA policies do not expressly prohibit the use of the same consulting firm for design and construction inspection services on the same project. However, the use of the same firm for design and inspection may present potential conflicts of interest that provide opportunities that benefit the consulting engineering firm and not the Subrecipient. A consulting firm performing construction inspection services for the same federal-aid project that the firm also designed provides the firm an opportunity to influence or affect decisions on scope changes; design changes; construction revisions; contract change orders; and related issues. A firm may have a vested financial interest in failing to disclose deficiencies in its design work during construction, such as minimizing or ignoring design errors and omissions rather than serving the best interest of the public. Using a different firm for construction inspection provides an additional level of review and reduces the risk for potential conflicts of interest. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the Subrecipient must establish appropriate compensating controls in the form of policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services as specified in 23 CFR 172.7(b)(4).

9. **Liquidated Damages**

9.1 Liquidated damages must be specified for all federally funded projects. Liquidated Damages are defined as the daily amount set forth in the contract to be deducted from the contract price to cover damages to the State and the Subrecipient as a result of the contractor’s failure to complete work within the specified Contract Time. The amount of liquidated damages set forth in all contracts pursuant to this Agreement shall take into account the Subrecipient’s estimated costs incurred as well as road user costs. Liquidated damages must be assessed by the Subrecipient in accordance with the Standard Specifications. Failure to assess liquidated damages by the Subrecipient in accordance with the Standard Specifications, contract bid documents, and federal requirements may result in the loss of federal participation of funds.

9.2 Contract time extensions will only be granted for excusable delays specified in the Standard Specifications. Contract time extensions must be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs in accordance with the Standard Specifications.

10. **Audit Requirements**
10.1 The Subrecipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB “Supercircular” 2 C.F.R. Part 200, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Subrecipient is to contract with a commercial organization they must follow 48 C.F.R. § 31.2, “Contracts with Commercial Organizations.” The Subrecipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

10.2 The State, or its agents, shall be entitled to perform an audit at the following times:

10.2.1 At any time during the performance of work set forth in this Agreement.

10.2.2 During a period of up to three (3) years after either the date of payment of the Final Invoice or a date mutually agreed to by the parties.

10.2.3 The Subrecipient acknowledges that changes in payment due the Subrecipient resulting from audits performed by the State shall be made as follows:

10.2.3.1 In the event of overpayment by the State, the Subrecipient shall refund the amount of such overpayment within thirty (30) days of the request by the State. In the event the Subrecipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Subrecipient under the terms of this Agreement or any other agreement between the State and the Subrecipient. Furthermore, the Subrecipient expressly understands and agrees that the provisions of this Section shall in no way be construed to relieve the Subrecipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

10.2.3.2 In the event of underpayment by the State, the State shall pay sufficient funds to the Subrecipient to correct the underpayment as soon as is practicable.

10.3 The Subrecipient shall include in the Final Invoice the following release clause:

“In consideration of the requested payment of this Final Invoice, the [Subrecipient] hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement.”

10.4 Payment to the Subrecipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Subrecipient to underpayments based upon adjustments disclosed by said audits.
11. **Inspection**
Subrecipient shall permit the State or any authorized representative, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Subrecipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Subrecipient shall supply such reports and information as the State shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Subrecipient for a period of three (3) years after final payment is received from the State.

12. **Indemnification**
Subrecipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Subrecipient prompt notice thereof. If Subrecipient shall be required to defend in any action or proceeding pursuant to this Section to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Subrecipient in respect to the claim or matter in question.

13. **No Personal Liability**
Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Subrecipient or the State with respect to any of the covenants or conditions of this Agreement.

14. **Equal Opportunity**
14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.
14.2 During the performance of this contract, the Contractor agrees as follows:
14.2.1 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;

14.2.2 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 or sex;

14.2.3 The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers’ representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14.2.4 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

14.2.5 No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

14.2.6 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person
for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

14.2.7 This contract may be canceled or terminated by the contracting Public Agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

14.2.8 The notices referred to in Sections 14.2.1 and 14.2.3 may be obtained at the preconstruction conference.

15. **Nondiscrimination**

Subrecipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Subrecipient agrees that:

15.1 It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

15.2 It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by the Subrecipient with other parties.

15.3 It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

16. **Disadvantaged Business Enterprises**

Subrecipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Subrecipient and any contractor:

16.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21st Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R., § 26(A), (C), and (F) apply to this Agreement.

16.2 The Subrecipient and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 C.F.R. § 26(A); and in the ISTEA and the TEA-21, and Section V, Part B below, have equal opportunity to participate in the performance of contracts and
subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

17. **No Oral Modifications**

17.1 This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17.2 The Subrecipient shall request State approval for any task or line item budget revision deemed necessary to carry out the Project. The Subrecipient shall submit the request in writing to the State. The State shall provide written authorization to the Subrecipient if the request is by the State and the applicable funding agency.

18. **Notices and Demands**

18.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

18.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:
Laine Rankin
Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Division of Local Aid and Economic Development, serving the area of the Subrecipient:

**District 1 -**
Roxbury Corporate Center

**District 2 -**
153 Halsey Street - 5th floor
19. **Partial Invalidity**

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

20. **Further Assurances**

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

21. **Subject to FHWA Regulations**
Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

22. **Entire Agreement; Counterparts; Disputes**

22.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

22.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

22.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

23. **Choice of Law**

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

24. **Resolution**

The Subrecipient shall supply the necessary resolution authorizing the Subrecipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.

25. **APPENDIX A** - Non Discrimination - Regulations of the Department of Transportation relative to pursuant to N.J.S.A. 10:5-31 et seq. are attached hereto and made a part of this Agreement.

26. **APPENDIX B** - Certification of Subrecipient is attached hereto and made a part of this Agreement.

27. **APPENDIX C** - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

28. **APPENDIX D** - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.
29. **APPENDIX E** - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.

30. **APPENDIX F** - Americans with Disabilities Act is attached hereto and made part of this Agreement.

31. **APPENDIX G** – Project Scope of Work is attached hereto and made a part of this Agreement.

32. **APPENDIX H** – Project Cost Estimate is attached hereto and made a part of this Agreement.
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Gloucester County Roadway Safety Improvements
Municipality: Various, County: Gloucester
Agreement Number: 22-DT-BLA-853
Federal Project Number: STP-D00S(516)

ATTEST/WITNESSED/AFFIX SEAL: SUBRECIPIENT(LPA) Gloucester County

Name: Frank J. DiMarco Date
Title: Director

By: Name: Laurie J. Burns Date
Title: Clerk of the Board

ATTEST/WITNESSED/AFFIX SEAL: NEW JERSEY DEPARTMENT OF TRANSPORTATION

Anika James Date
Department Secretary, New Jersey Department of Transportation

By: Laine Rankin Date
Director, Division of Local Aid & Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY
MATTHEW J. PLATKIN (Acting)

By: Name: Brad M. Reiter Date
Deputy Attorney General
APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the SUBRECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the SUBRECIPIENT, agrees as follows:

1. **Compliance with Regulations:** The SUBRECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23.C.F.R. § 710.405(b)), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. **Nondiscrimination:** The SUBRECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. **Information and Reports:** The SUBRECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the SUBRECIPIENT’S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.

6. (a) Withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies, and/or

7. (b) Cancellation, termination, or suspension of the contract, in whole or in part.
8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:

   (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.

   (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.
APPENDIX B

CERTIFICATION OF SUBRECIPIENT

In executing the Agreement the SUBRECIPIENT’S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE’S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.

3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987
APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I _______________________________ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest: ________________

SUBRECIPIENT

Name/Title: Frank J. DiMarco

Director

Date: __________________

Name/Title: Laurie J. Burns

Clerk of the Board
APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE’S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the SUBRECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the SUBRECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the SUBRECIPIENT pursuant to this contract will not relieve the SUBRECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT’S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.
RESOLUTION AUTHORIZING APPROVAL OF NON-MATCHABLE SYSTEM PAYMENTS REQUIRED TO BE MADE TO THE STATE OF NEW JERSEY FROM JUNE 1, 2022 TO MAY 31, 2023 IN AN AMOUNT NOT TO EXCEED $350,000.00

WHEREAS, the County of Gloucester, through the Division of Social Services is required to make annual payments for “Non-Matchable System Payments”, and is also responsible for paying its share of administrative expenses for various State data processing and computer operational systems related to the numerous programs administered by the Division, including fees for various Federal and State recovery collection services; and

WHEREAS, the State submits bills to the County Division of Social Services at various times during the year, and it is not possible to anticipate the exact amounts of these bills, therefore, the fees to be paid to the State are being set in accordance with estimates based on last year’s payments.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that payment by the Division of Social Services of “Non-Matchable System Payments” to the State of New Jersey is hereby authorized from June 1, 2022 to May 31, 2023, in amount not to exceed $350,000.00.

ADOPTED at regular a meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A PURCHASE FROM WELLS FARGO
c/o FFF ENTERPRISES, INC. VIA STATE CONTRACT FOR $148,895.88

WHEREAS, the County of Gloucester ("County") has a need to purchase flu vaccines for the 2022-2023 season; and

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

WHEREAS, it has been determined that the County can purchase said supplies from Wells Fargo c/o FFF Enterprises, Inc., with a mailing address of P.O. Box 840150, Los Angeles, CA 90084-0150 via State Contract Number 41502, for $148,895.88; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-03039, which amount shall be charged against budget line item 2-01-27-330-001-20432.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the purchase of flu vaccines for the 2022-2023 season from Wells Fargo c/o FFF Enterprises, Inc. is hereby authorized via State Contract Number 41502, for $148,895.88; and, that the County’s Qualified Purchasing Agent is authorized to execute any documents necessary for the aforementioned purchase on behalf of the County; and

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH FOR THE SPECIAL CHILD HEALTH SERVICES CASE MANAGEMENT GRANT FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023 FOR $214,000.00 WITH AN IN-KIND MATCH OF $32,062.00 FOR A TOTAL AMOUNT OF $246,062.00

WHEREAS, the County of Gloucester, through the Department of Health and Human Services, Division of Health seeks to apply for grant funding from the New Jersey Department of Health for the Special Health Services Case Management Grant, to provide case management for children from birth through 21 years of age who have health and developmental needs; and

WHEREAS, the County Division of Health has reviewed all the data supplied in the application and in its attachments, and certifies to the Board of County Commissioners that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer’s Office has approved the application.

WHEREAS, the Board of County Commissioners accepts the grant funds to be received for the term July 1, 2022 to June 30, 2023 in the amount of $214,000.00, with an in-kind match of $32,062.00, for a total amount of $246,062.00, and understands that the grant award will be subject to the conditions and regulations issued by the granting authority for the administration of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the grant application and any resulting agreement is hereby authorized with the New Jersey Department of Health for the Special Health Services Case Management Grant, for the term July 1, 2022 to June 30, 2023 in the amount of $214,000.00 with an in-kind match of $32,062.00, for a total amount of $246,062.00; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the funds awarded and confirms that they will be used pursuant to the terms and provisions of the grant agreement, and that the County Division of Health shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY
DEPARTMENT OF HEALTH FOR THE CHILDHOOD LEAD EXPOSURE
PREVENTION (CLEP) GRANT FOR THE TERM JULY 1, 2022 TO JUNE 30, 2023
IN AN AMOUNT TO BE DETERMINED

WHEREAS, the County of Gloucester, through the Department of Health and Human
Services, Division of Health seeks to submit a grant application to the New Jersey Department
Health for the Childhood Lead Exposure Prevention (CLEP) Grant for funds which will be used
to support services provided for blood lead screenings in accordance with N.J.A.C 8:51, as well
as case management and environmental interventions to children with elevated lead levels; and

WHEREAS, the County Division of Health has reviewed all the data supplied in the
application and its attachments, and certifies to the Board of County Commissioners that all data
contained therein is true and correct, and that it has submitted the grant application to the County
Treasurer’s Office for review, and the Treasurer’s Office has approved the application.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of
the County of Gloucester that the grant application and any resulting agreement is hereby
authorized with the New Jersey Department of Health for the Childhood Lead Exposure
Prevention (CLEP) Grant, for the term July 1, 2022 to June 30, 2023, in an amount to be
determined; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby
accepts the funds to be awarded and confirms that they will be used pursuant to the terms and
provisions of the grant agreement, and that the County Division of Health shall be responsible
for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH NAP, INC. T/A MAYFAIR MOTEL TO INCREASE THE CONTRACT AMOUNT BY $10,000.00 RESULTING IN AN AMOUNT NOT TO EXCEED $46,000.00 THROUGH DECEMBER 31, 2022

WHEREAS, the County awarded a contract on February 2, 2022, per RFP# 022-022, to Nap, Inc. t/a Mayfair Motel, for the provision of emergency shelter and motel placements during code blue declarations for a term from January 1, 2022 to December 31, 2022, in an amount not to exceed $36,000.00; and

WHEREAS, it is necessary to increase the contract amount by $10,000.00, resulting in a new total contract amount not to exceed $46,000.00, through December 31, 2022 due to unanticipated services from the increase of code blue declarations; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability 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 from the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendment to the contract between the County of Gloucester and Nap, Inc. t/a Mayfair Motel to increase the contract amount by $10,000.00, resulting in a new total contract amount not to exceed $46,000.00, through December 31, 2022; and

BE IT FURTHER RESOLVED, that all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED, before any purchase be made and/or services 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 County Commissioners of the County of Gloucester held on Wednesday, April 20, 2022 at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
NAP, INC. T/A MAYFAIR MOTEL

THIS is an Amendment to a contract entered into on the 2nd of February, 2022 (Per RFP# 022-022), by and between the County of Gloucester and Nap, Inc. t/a Mayfair Motel (Contractor).

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

The contract is amended to increase the contract amount by $10,000.00, resulting in a new total contract amount not to exceed $46,000.00, through December 31, 2022 due to unanticipated services from the increase of code blue declarations.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the 20th day of April, 2022.

ATTEST:

Laurie J. Burns, Clerk of the Board

COUNTY OF GLOUCESTER

Frank J. Dimarco, Director

ATTEST:

Nap, Inc. T/A Mayfair Motel

Name:
Title:
RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF THE DMHAS YOUTH LEADERSHIP GRANT FROM THE STATE OF NEW JERSEY GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE THROUGH THE DHS/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES FROM JULY 1, 2022 TO MARCH 14, 2023 FOR $37,977.00

WHEREAS, in 1989, the State of New Jersey Governor’s Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse to educate and engage residents, local government, law enforcement, schools, non-profit organizations, faith community, parents, youth, and other allies in the prevention of alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the County received a Letter of Intent, dated March 24, 2022, from the State of New Jersey GCADA announcing its intention to provide additional grant funding to the County of Gloucester for the Division of Mental Health and Addiction Services (DMHAS) Youth Leadership Grant from July 1, 2022 to March 14, 2023, for $37,977.00, contingent upon the availability of funds and is subject to the rules of the Grantor and the New Jersey Department of the Treasury; and

WHEREAS, the County will designate funding to Municipal Alliances within the County of Gloucester that are active participants in the FY2023 Municipal Alliance Program by way of an agreement with no requirement of a cash match or in-kind match for proposed services; and

WHEREAS, the County’s Department of Health and Human Services, Division of Human and Special Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of County Commissioners that all data contained in the application and in its attachments are true and correct.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester hereby authorizes the application of acceptance of the DMHAS Youth Leadership Grant from the State of New Jersey Governor’s Council on Alcoholism and Drug Abuse through the DHS/Division of Mental Health and Addiction Services, from July 1, 2022 to March 14, 2023, for $37,977.00, and that the Director of the Board or his designee is authorized to execute any and all documents and furnish any information which may be necessary for the application and acceptance said grant; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners of the County of Gloucester hereby confirms that the County shall comply with all applicable regulations of the granting authority, provide any necessary assurances as may be required, and designate the County Department of Health and Human Services with the responsibility of grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 20, 2022 at Woodbury, New Jersey.

ATTEST:  COUNTY OF GLOUCESTER

Laurie J. Burns,  Frank J. Dimarco,
Clerk of the Board  Director
LETTER OF INTENT – DMHAS YOUTH LEADERSHIP GRANT – YEAR ONE

March 24, 2022

Judith Tobia Johnson
Gloucester County Addiction Services
115 Budd Blvd.
PO Box 337
Woodbury, NJ 08096

Dear Judith Tobia Johnson:

The Governor’s Council on Alcoholism and Drug Abuse (GCADA) has received a grant through the DHS/Division of Mental Health and Addiction Services (DMHAS) which is funded through federal, SAMHSA funding and is announcing its intention to provide this additional grant to Gloucester County for the grant period of July 1, 2022 to March 14, 2023. The allocation of the DMHAS Youth Leadership grant funding based on the GCADA formula, including coordination funds, is $37,977.00.

The grant period will begin July 1, 2022 and continue through March 14, 2023. This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

County coordination funds are included in your funding formula award. Counties may take up to 5% of their DMHAS grant award. The maximum amount of county coordination funds available for your county for this grant term is $1,899.00.

Up to 5% of the DMHAS grant may also be used for countywide activities. These activities should focus on training for the Municipal Alliances and community partners. The trainings and activities chosen must benefit the county-at-large and must address an area of grant focus as listed below:

- Youth Leadership Councils/Youth Alliances (may collaborate with existing youth councils)
- Cannabis education for youth, parents and community
- Peer Leadership programs
- Youth Mental Health First Aid
- Resiliency programs for youth (no alternative programs)
- ACES/trauma-informed education programs for youth and parents
- Vaping programs
- Community and other strengths-based youth programs
The maximum amount of countywide training funds available for your county for FY 2023 is $1,899.00. County spending plans will be approved by the GCADA in accordance with established grant guidelines.

Counties will only be permitted to contract with Municipal Alliances that are active participants in the FY 2023 Municipal Alliance Program. Please refer to the enclosed “Guidelines for Distributing DMHAS Youth Leadership Grant Funding” for assistance with allocating DMHAS Youth Leadership grant funds.

All funds will be reimbursed to the counties after receipt and acceptance of the required expenditure reports, programmatic reports and vouchers including supporting backup documentation.

The submission and approval of the County DMHAS Youth Leadership Grant application, including a detailed budget for county coordination and countywide activities, will be required to access these funds. Plans must be submitted to GCADA by May 16, 2022. Plans received past the due date will not be assured of approval by July 2022.

The County’s continued cooperation and support are appreciated.

Sincerely,

[Signature]

Celina Levy
Executive Director

C: Mary Beth Monroe, County Alliance Coordinator
BUDGET AMENDMENT FORM

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

DATE: 4/4/22

1. GRANT TITLE: DMHAS Youth Leadership Grant — Year One

2. DEPARTMENT: Department of Health, and Senior Services

3. GRANT ID NUMBER: STATE: ____________________________

   FEDERAL: ____________________________

4. FUNDING AGENCY CONTACT PERSON: Kimberly Rodriguez

5. FUNDING AGENCY PHONE NUMBER: 609-885-6644

6. GRANT AMOUNT: 37,977

7. A. CASH MATCH AMOUNT: 0

   (Attach mandated documentation)

   B. IN-KIND MATCH: 0

   C. MODIFICATION AMOUNT

   D. NEW TOTAL: $37,977

8. CONTRACT PERIOD: FROM: 7/1/22 TO: 3/14/23

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: 

   REIMBURSEMENT: MONTHLY: 
   QUARTERLY: X
   END OF CONTRACT: 

   OTHER (EXPLAIN)

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES_X__ NO

    ARE THEY MONTHLY____ QUARTERLY____ X____ END OF CONTRACT

    LIST DATES REPORTS ARE DUE: 10/15/21, 1/15/22, AND 4/15/22
11. WILL THIS GRANT HAVE ANY SUB-GRAANTEES? YES X  NO
   (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING
   SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X  NO
   EXPLAIN: Grant is mandated by NJ Legislation 1989 chapter 51.

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

    • TO AUTHORIZE AND ACCEPT GRANT FUNDS The DMHAS grant funds can be used
      for new initiatives and new components for existing Municipal Alliance
      programs.

      FROM THE NJ GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE THAT WILL
      FUND MUNICIPAL ALLIANCE SUBSTANCE ABUSE PREVENTION PROGRAMS IN THE
      AMOUNT OF $36,000 WITH $70,000 DESIGNATED TOWARD THE SALARY OF THE
      COUNTY ALLIANCE COORDINATOR FROM JULY 1, 2022 TO MARCH 14, 2023

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

    DEPARTMENT HEAD: 
    Signature 

    DATE: 4/7/2022

-----------------------------
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: ________________________________

DATE RECEIVED BY BUDGET OFFICE: ________________________________

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. ____________________________)
   Signature

2. ____________________________
   Signature

Revised: 9/26/05
GRANT REQUEST FORM

DATE: ___________ 4-4-22  ________________

TYPE OF GRANT  
____ X - NEW GRANT   RENEWAL/CONTINUATION FROM PREVIOUS

1. GRANT TITLE: DMHAS YOUTH LEADERSHIP GRANT  

2. GRANT TERM:  FROM: ____7/1/22____ TO 3/14/23______

3. DATE APPLICATION DUE TO GRANTOR: _______________  May 16, 2022 _______

4. CFDA NUMBER:  

5. STATE GRANT NUMBER:  

6. COUNTY DEPARTMENT:  Department of Health and Human Services  

7. DEPT. CONTRACT PERSON & PHONE NUMBER: MaryBeth Monroe 856-384-6887  

8. NAME OF FUNDING AGENCY:  This grant will be given to us for 3 years. The  
   DHS/Division of Mental Health and Addiction Services (DMHAS) has awarded  
   GCADA's Municipal Alliance Program Youth Leadership grant funding for three  
   years:  

9. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): The  
   DMHAS grant funds can be used for new initiatives and new components for  
   existing Municipal Alliance programs.  
   All interventions at the county and municipal level must be developed with one of  
   the following focuses:  
   a. Youth Leadership Councils/Youth Alliance (may collaborate with existing  
      youth councils)  
   b. Cannabis education for youth, parents and community  
   c. Peer Leadership programs  
   d. Youth Mental Health First Aid  
   e. Resiliency programs for youth  
   f. ACES/ trauma-informed education programs for youth and parents  
       Vaping programs Community and other strengths-based youth programs.  

10. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS?  YES  
11. INDIRECT COST (IC) RATE  %  

12. CHARGED TO GRANT : $ ____________
14. FINANCIAL:

<table>
<thead>
<tr>
<th></th>
<th>REQUESTED</th>
<th>MANDATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT FUNDS</td>
<td>$ 37,977</td>
<td></td>
</tr>
<tr>
<td>CASH MATCH</td>
<td>$ 0</td>
<td></td>
</tr>
<tr>
<td>IN-KIND MATCH</td>
<td>$ 0</td>
<td></td>
</tr>
</tbody>
</table>

(Attached Documentation)

TOTAL PROGRAM BUDGET $37,977

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $1,899.00

TOTAL OTHER EXPENSES (b): $36,000

TOTAL FRINGE (c): $not sure

TOTAL PROGRAM COST (d): $36,000

TOTAL GRANT FUNDING (e): 37,977.00

TOTAL COUNTY FUNDING (f): 37,977.00

DEPT. HEAD: ___________________________ Signature

DATE: _________________________________

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

☐ GRANT REQUEST FORM
☐ GRANT REVIEW SHEET
☐ C-2 FORM
☐ GRANT APPLICATION
☐ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.
### 2022-2022 DMHAS YOUTH LEADERSHIP GRANT

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Reg. Salaries</td>
<td>1,899.00</td>
</tr>
<tr>
<td>299</td>
<td>Other Outside Services</td>
<td>36,000</td>
</tr>
<tr>
<td>201</td>
<td>Other Expenses</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total:** 37,977.00

---

Form C-2  
Department Code 331  
Submission Date  
Revision Date  

Department: Department of Health, Senior and Disability Services - Division of Disability Services
RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDING TO THE 2022 COMPREHENSIVE ALCOHOL AND DRUG ABUSE SERVICES GRANT TO INCLUDE A RECOVERY MOBILE VAN PROGRAM AND ACCEPT ADDITIONAL FUNDING

WHEREAS, by Resolution adopted on December 1, 2021, the County of Gloucester authorized the application and acceptance of the 2022 Comprehensive Alcohol and Drug Abuse Services Grant in the amount of $606,829.00, with a County cash match of $93,481.00, for a total program budget of $700,310.00, from January 1, 2022 and December 31, 2022; and

WHEREAS, it is necessary to amend the 2022 Comprehensive Alcohol and Drug Abuse Services Grant (Grant Agreement No. 22-530-ADA-0) to include a Recovery Mobile Van Program and increase the grant funding by $200,000.00 resulting in a new grant amount of $806,829.00, for a total program budget of $900,310.00; and

WHEREAS, the additional $200,000.00 is funded by the American Rescue Plan Act of 2021 and will be used solely for the Recovery Mobile Van Program, from February 28, 2022 to December 31, 2022; and

WHEREAS, the Gloucester County Department of Health and Human Services reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of County Commissioners of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Department of Health and Human Services must submit a proposal to the New Jersey Department of Human Services, Division of Mental Health and Addiction Services, which will include an action and spending plan.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the acceptance of additional grant funding in the amount of $200,000.00 from the New Jersey Department of Human Services, Division of Mental Health and Addiction Services for a Recovery Mobile Van Program; and

2. It hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester, held on Wednesday, April 20, 2022, at Woodbury, New Jersey.

ATTEST: COUNTY OF GLOUCESTER

LAURIE J. BURNS, FRANK J. DIMARCO, DIRECTOR
CLERK OF THE BOARD
March 18, 2022

Judith Tobia Johnson, Director
County Addiction Services
Gloucester County Health/Senior Services
PO Box 337
Woodbury, NJ 08096

Re: Recovery Mobile Van Program

Dear Ms. Johnson:

I am pleased to announce that the Department of Human Services, Division of Mental Health and Addiction Services (DMHAS) will be offering a new program called the Recovery Mobile Van Program funded by the American Rescue Plan Act of 2021 (ARPA) that will provide additional funds to support states through the Substance Abuse Prevention and Treatment Block Grant. This program is a startup initiative for the mobile van program. You are receiving this letter since your county does not currently have a recovery mobile van program.

Description of program:

A mobile recovery approach will meet clients in the community. Providing a comfortable, stigma-free setting is needed to effectively contact and provide services to individuals who have had difficulty navigating the journey of accessing appropriate services. New Jersey currently has 15 such programs and plans to add an additional six programs, so all counties have coverage. The mobile recovery access vehicles offer critical support for persons struggling with addiction, with the goal of preventing drug overdoses and deaths. They help people access services and Narcan training and provide clients immediate access to services and treatment facilities, putting them on the road to recovery and wellness. In addition, Narcan training and kits are provided to family members and friends of those suffering from opiate addiction. This new approach delivers help in a unique way, blending law enforcement and social services to bring hope into communities. To allow for more interaction and the ability to connect with individuals suffering from addiction, the mobile van can travel to different communities within the county. The vehicle parks and sets up refreshments to encourage those in need of services to approach the vehicle. Providing a comfortable, stigma-free setting allows this program to effectively contact and provide services to individuals who have had difficulty navigating the journey of accessing appropriate services in the past.

The following criteria are expected for the Recovery Mobile Van Program:

1. The funding will be for $200,000 for one year.
2. Counties can run the program in their department and do not have to subcontract unless desired.
3. The county will be allowed to purchase a van if needed.
4. All participating counties will have to submit a brief proposal limited to 3 pages and an estimated budget for services and supplies.

The grid below indicates the modified contract information for this award:

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>22-530-ADA-0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date</td>
<td>2/28/2022</td>
</tr>
<tr>
<td>Contract End Date</td>
<td>12/30/2022</td>
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<tr>
<td>Award Amount</td>
<td>$200,000</td>
</tr>
<tr>
<td>Current AEREF Ceiling Amount</td>
<td>$606,829</td>
</tr>
<tr>
<td>New Ceiling Amount</td>
<td>$806,829</td>
</tr>
</tbody>
</table>

Program Manager:
Jason Bell
Email: jason.bell@dhs.nj.gov
Phone: 215-872-9193

DMHAS Contract Administrators:
Caitlin Corso
Email: caitlin.corso@dhs.nj.gov
Phone: 609-438-4299
Ayodeji Dada
Email: ayodeji.dada@dhs.nj.gov
Phone: 609-438-4258

Please note that the additional $200,000 from the Recovery Mobile Van grant will be in a separate column in CIMS. While the current ceiling is increased, the additional $200,000 is expected to be spent solely on the Recovery Mobile Van program. Any deviation from this directive can result in the funds being rescinded.

Proposals and budgets are due to Jason Bell at Jason.Bell@dhs.nj.gov by 1/31/2022. You will be notified of approval or a request for additional information by 2/15/2022. After approval, please work closely with your DMHAS Contract Administrator to ensure prompt review of your contract modification. The Contract Modification is contingent upon submission and approval of a P1.10 Contract Modification Form and any other required materials (i.e., Annexes).

Thank you in advance for your anticipated action on this request.

Sincerely,

[Signature]

New Jersey Is An Equal Opportunity Employer
Suzanne Borys, Ed. D.
Assistant Division Director
Office of Planning, Research, Evaluation, Prevention, and Olmstead

c: Jason Bell, MPH, County Planning Manager
Valerie Bosley, Chief, Bureau of Contracts Administration
Caitlin Corso, Contract Administrator
Ayodeji Dada, Contract Administrator

New Jersey Is An Equal Opportunity Employer
**BUDGET AMENDMENT FORM**

**DATE:** 03/21/22

1. **GRANT TITLE:** Gloucester Co. Comprehensive Additions Services - #22-530-ADA-0

2. **DEPARTMENT:** Gloucester County Health and Human Services

3. **FUNDING AGENCY CONTACT PERSON:** Dr. Donald Hallcom and/or Jason Bell

4. **FUNDING AGENCY PHONE NUMBER:** Dr. Hallcom (609) 984-4049 and/or Mr. Bell (609) 438-4247

5. **GRANT AMOUNT:** $606,829

6. **A. CASH MATCH AMOUNT:** $93,481
   *(Attach mandated documentation)*

   **B. IN-KIND MATCH:** $0000

   **C. MODIFICATION AMOUNT:** $200,000 [All Grant Dollars]

   **D. NEW TOTAL:** $900,310

8. **CONTRACT PERIOD:** FROM: 1/1/22 TO 12/31/22

9. **HOW DOES COUNTY RECEIVE PAYMENT?**:

   - MONTHLY: __
   - QUARTERLY: X
   - END OF CONTRACT: __
   - ADVANCE: __
   - OTHER (EXPLAIN): __

10. **ARE EXPENDITURE REPORTS DUE TO GRANTOR?** YES X NO

    **ARE THEY MONTHLY ____ QUARTERLY X END OF CONTRACT**

    **LIST DATES REPORTS ARE DUE:** On the 15th of month following the quarter of the calendar year: April 15, July 15, October 15, January 15 of following year
11. WILL THIS GRANT HAVE ANY SUB-GRAANTEES? YES  X  NO (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP’S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES  X  NO
EXPLAIN: Majority of these grant dollars are legally mandated by NJPL 1989 Chapter 51, 1989

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: To provide Treatment and Prevention Services of Alcohol and Drug Abuse for Gloucester county residents in accordance with Needs Assessment process promulgated by the Grantor, the NJ Div. Of Mental Health and Addiction Services. Services include Withdraw Management (Detoxification), Residential and Outpatient Treatment, Evaluations, Prevention, Education, Intervention Services, Relapse Prevention services and Recovery Support Services as approved by Grantor and subcontracted to services provider agencies.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL? YES- X- (within certain parameters)  NO

DEPARTMENT HEAD: Signature

DATE: 4/7/2018

***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:
☐ COMMITMENT LETTER
☐ SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
☐ BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED
2022 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

2022 Budget
Recovery Mobile Van Program

FUNDING TO BE UTILIZED TO PURCHASE, EQUIP, AND SUPPLY A MOBILE RECOVERY VAN THAT WILL EFFECTIVELY CONTACT AND PROVIDE SERVICES AND INFORMATION TO INDIVIDUALS THAT MAY HAVE DIFFICULTY ACCESSING APPROPRIATE SERVICES.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>610</td>
<td>To purchase and retro-fit a mobile unit</td>
<td>$150,000</td>
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<tr>
<td>911</td>
<td>To purchase marketing materials</td>
<td>$15,000</td>
</tr>
<tr>
<td>430</td>
<td>To purchase snacks, bottled water</td>
<td>$10,000</td>
</tr>
<tr>
<td>450</td>
<td>To purchase personal care items, medical and dental supplies</td>
<td>$25,000</td>
</tr>
<tr>
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<td>Total</td>
<td>$200,000</td>
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</table>

Form C-2

Department Code 3302
Submission Date 3/2/22
Department Health & Human Services
Revision Date
### Glo. Co. Dept. of Health and Human Services

**Grant Title:** 2021-Gloucester County Comprehensive Addiction Services  
**REVISED for MOBILE VAR 2-1-22, BUDGET AMENDMENT**

<table>
<thead>
<tr>
<th>Name</th>
<th>Grade/Title</th>
<th>Salary</th>
<th>Fringe</th>
<th>Grant Funds</th>
<th>County Funds</th>
<th>Total Funds</th>
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<tr>
<td>Judy M. Tobin-Johnson</td>
<td>Coordinator,Comm.</td>
<td>$108,786</td>
<td>68.09%</td>
<td>$63,193.79</td>
<td>$120,796.00</td>
<td>$183,959.79</td>
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<tr>
<td>Robert Bandford</td>
<td>Assistant Health Ed.</td>
<td>$20,929</td>
<td>68.09%</td>
<td>$12,157.66</td>
<td>$20,929.00</td>
<td>$33,157.66</td>
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<tr>
<td>Sherry Gillh</td>
<td>FT-LACADA Secreta</td>
<td>$40,000</td>
<td>0.00%</td>
<td>$40,000.00</td>
<td>$40,000.00</td>
<td>$80,000.00</td>
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<tr>
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<td>Clerk2</td>
<td>$19,150</td>
<td>68.09%</td>
<td>$12,153.24</td>
<td>$29,150.00</td>
<td>$41,303.24</td>
</tr>
<tr>
<td>Diann DiLaurentas</td>
<td>Secretarial Ass.</td>
<td>$7,700</td>
<td>68.09%</td>
<td>$4,742.63</td>
<td>$7,700.00</td>
<td>$12,442.63</td>
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**Other Expenses**  
- 2020 $145.00  
- 2021 $300.00  
- 2022 $300.00  
- 2023 $300.00  
- 2024 $300.00  
- 2025 $300.00  
- 2026 $300.00  
- 2027 $300.00  
- 2028 $300.00  
- 2029 $300.00  
- 2030 $300.00  
- 2031 $300.00  
- 2032 $300.00  
- 2033 $300.00  
- 2034 $300.00  
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**Total Program Cost**  
- $908,839.00  
- $134,430.00  
- $943,289.61  

**Grant Funding History**  
- 2022-NEW  
- 2023-NEW  
- 2024-NEW  
- 2025-NEW  
- 2026-NEW  
- 2027-NEW  
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- 2100-NEW  

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Notes:
- We do not pay fringe for Sherry under the Addictions Grant- She is only LACADA Meeting Secretary
- Total funds for Sherry are incorrect, they should be $600.
RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENTS WITH PARTICIPATING MUNICIPALITIES FOR FAMILY ENTERTAINMENT AT VARIOUS LOCATIONS

WHEREAS, the County of Gloucester (hereinafter “County”) has traditionally offered wholesome family entertainment, such as outdoor movie events, concerts and family fun shows during warm weather months, at no cost to residents in participating municipalities, to enhance the quality of life; and

WHEREAS, the County Department of Parks and Recreation has certain expertise in planning events of this nature and has contracted with vendors and performers to provide such entertainment; and

WHEREAS, the Borough of Clayton (hereinafter “Clayton”), has expressed interest in offering both family movie events and other contracted entertainment at DJ Bentz Soccer Complex, on dates as agreed for 2022; and

WHEREAS, the Township of Deptford (hereinafter “Deptford”), has expressed interest in offering both family movie events and other contracted entertainment at Fasola Park, on dates as agreed for 2022; and

WHEREAS, the Township of Elk (hereinafter “Elk”), has expressed interest in offering family movie events at Elk Park, on dates as agreed for 2022; and

WHEREAS, the Township of Franklin (hereinafter “Franklin”), has expressed interest in offering family movie events at Franklin Sports Complex, on dates as agreed for 2022; and

WHEREAS, the Borough of Glassboro (hereinafter “Glassboro”), has expressed interest in offering both family movie events at East New Street Park, and other contracted entertainment at Rowan Boulevard on dates as agreed for 2022; and

WHEREAS, the Township of Greenwich (hereinafter “Greenwich”), has expressed interest in offering family movie events at Memorial Avenue Park, on dates as agreed for 2022; and

WHEREAS, the Township of Harrison (hereinafter “Harrison”), has expressed interest in offering family movie events at Ella Harris Park, on dates as agreed for 2022; and

WHEREAS, the Township of Mantua (hereinafter “Mantua”), has expressed interest in offering both family movie events and other contracted entertainment at Chestnut Branch Park, on dates as agreed for 2022; and

WHEREAS, the Township of Monroe (hereinafter “Monroe”) has expressed interest in offering family movie events at The Free Public Library of Monroe, on dates as agreed for 2022; and

WHEREAS, the Borough of National Park (hereinafter “National Park”), has expressed interest in offering family movie events at National Park Ballfields, on dates as agreed for 2022; and

WHEREAS, the Borough of Newfield (hereinafter “Newfield”), has expressed interest in offering family movie events at Edgerton Christian Academy, on dates as agreed for 2022; and

WHEREAS, the Borough of Paulsboro (hereinafter “Paulsboro”), has expressed interest in offering family movie events at Fort Billings Park, on dates as agreed for 2022; and

WHEREAS, the Borough of Pitman (hereinafter “Pitman”), has expressed interest in offering family movie events at Sunset Auditorium, on dates as agreed for 2022; and

WHEREAS, the Township of South Harrison (hereinafter “South Harrison”), has expressed interest in offering family movie events at Stewart Park, on dates as agreed for 2022; and

WHEREAS, the Borough of Swedesboro (hereinafter “Swedesboro”), has expressed interest in offering family movie events at the Locke Ave. Park and the Auction Block, on dates as agreed for 2022; and

WHEREAS, the Township of Washington (hereinafter “Washington Township”), has expressed interest in offering family movie events at Washington Lake Park, and other contracted entertainment at James G. Atkinson Park, on dates as agreed for 2022; and
WHEREAS, the Borough of Wenonah (hereinafter “Wenonah”), has expressed interest in offering family movie events at Wenonah Lake, on dates as agreed for 2022; and

WHEREAS, the Township of West Deptford (hereinafter “West Deptford”), has expressed interest in offering movie events at Riverwinds Community Center, on dates as agreed for 2022; and

WHEREAS, the Borough of Westville (hereinafter “Westville”), has expressed interest in offering both family movie events and other contracted entertainment at Galbraith Park, on dates as agreed for 2022; and

WHEREAS, the City of Woodbury (hereinafter “Woodbury”), has expressed interest in offering family movie events at Stewart Park and other contracted entertainment at Woodbury High School, on dates as agreed for 2022; and

WHEREAS, the Borough of Woodbury Heights (hereinafter “Woodbury Heights”), has expressed interest in offering family movie events at Veterans’ Park, on dates as agreed for 2022; and

WHEREAS, the Township of Woolwich (hereinafter “Woolwich”), has expressed interest in offering family movie events at Lock Avenue Park, on dates as agreed for 2022; and

WHEREAS, the Gloucester County Improvement Authority (hereinafter the “GCIA”), has expressed interest in offering family-oriented contracted entertainment at its Dream Park location in Logan Township, on dates as agreed for 2022; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et seq., specifically authorizes local government units to enter into agreements for the provision of shared services.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board to attest to the Shared Services Agreements by and between the County of Gloucester and: “Clayton”, “Deptford”, “Elk”, “Franklin”, “Glassboro”, “Greenwich”, “Harrison”, “Mantua”, “Monroe”, “National Park”, “Newfield”, “Paulsboro”, “Pitman”, “South Harrison”, “Swedesboro”, “Washington Township”, “Wenonah”, “West Deptford”, “Westville”, “Woodbury”, “Woodbury Heights”, “Woolwich”, and “GCIA”, regarding the offering of family movie events, and other contracted entertainment at no cost to residents in participating municipalities, at named locations, on agreed upon dates in 2022, consistent with each Agreement.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, April 20, 2022, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
SHARED SERVICES AGREEMENT
BETWEEN
THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
AND
THE COUNTY OF GLOUCESTER
TO PROVIDE FAMILY ENTERTAINMENT

THIS UNIFORM SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is dated this ______ day of _____, 2022, by and between the Gloucester County Improvement Authority, a public body of the State of New Jersey (hereinafter "GCIA"), and the County of Gloucester, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the County is a body politic and corporate of the State of New Jersey, with principal offices located at 2 South Broad Street, Woodbury, NJ 08096; and

WHEREAS, the Gloucester County Improvement Authority is a public body created pursuant to 40:37A-44 of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, Woodbury, NJ 08096; and

WHEREAS, GCIA has expressed interest in offering family-oriented entertainment at its Delaware River Equestrian Agriculture and Marine (Dream) Park location in Logan Township; and

WHEREAS, the County has traditionally offered wholesome family entertainment, including shows, concerts and outdoor movie events in mild weather months, at no cost to County residents; and

WHEREAS, the County Department of Parks and Recreation has certain expertise in planning events of this nature and has contracted with vendor(s) to provide such entertainment; and

WHEREAS, the County has contracted for "Family Fun Show" performances to be held at GCIA's Dream Park in Logan Township; and

WHEREAS, the County desires to make such entertainment available to GCIA consistent with the terms of this Agreement; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1, et seq., specifically authorizes local government units to enter into agreements for the provision of shared services; and

WHEREAS, the parties further agree that there is no obligation upon the County to provide security, supervision, control or maintenance at named sites during the course of these events.

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

AGREEMENT

1. AGREEMENT. The Gloucester County Improvement Authority agrees to host the following "Family Fun Show" performances at its Dream Park location at 400 Route 130 South, Logan Township, NJ:
   • Currier's Magical Mania, Safari Sam, to be held on Wednesday, July 6, 2022 at 10:30 a.m., rain or shine
   • Currier's Magical Mania, Lee's Circus Extravaganza, to be held on Wednesday, August 3, 2022 at 10:30 a.m., rain or shine
• Currier’s Magical Mania, Pirate Kevin, to be held on Wednesday, August 24, 2022, at 10:30 a.m., rain or shine

County agrees to contract for all performances on designated dates and times. The parties agree that the County is not obligated to reimburse GCIA for use of any of its facilities in the provision of such entertainment.

2. **COORDINATION OF EVENT.** The parties acknowledge that the events will be arranged by the Gloucester County Department of Parks and Recreation at no cost to GCIA.

3. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted. Any attempted assignment or subcontract without 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.

4. **INDEMNIFICATION.** The County and GCIA, individually, jointly and several shall be responsible for, shall keep, save and hold each harmless from, and shall indemnify and shall defend the other 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 or from any damage to any property sustained in connection with the above-described events or which result from any aspect of these events. 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.

5. **INSURANCE.** GCIA represents that it will maintain General Liability insurance coverage in the minimum amount of $500,000 for each of the above specified events, and all other necessary and appropriate insurance related to concerts, shows, and special events of this nature occurring on GCIA owned property, and further, agrees to name the County of Gloucester as additionally insured for each event.

6. **NO OBLIGATION BY COUNTY.** GCIA shall be solely responsible for the conduct of activities at entertainment venues. The County does not provide security, supervision, site set up or breakdown, control or maintenance of entertainment venues; and all GCIA employees, guests, participants, resident invitees and others enter into entertainment venues and remain there at their own risk.

7. **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 GCIA or to the performer(s) shall be suspended without liability for the period during which the County is so prevented.

8. **COMPLIANCE WITH APPLICABLE LAW.** GCIA and performer(s) shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of the United States and of any other entity having jurisdiction pertaining to the activities which are the subject of this Agreement.

9. **INDEPENDENT STATUS.** The parties acknowledge that neither GCIA employees nor contracted performer(s) are agents of the County in any way.

10. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**THIS CONTRACT** is dated this _____ day of ________, 2022.
IN WITNESS WHEREOF, the Gloucester County Board of Commissioners has caused this instrument to be signed by its Director, attested by its Clerk pursuant to a Resolution of the County; and GCIA has caused this instrument to be signed by its properly authorized representatives.

ATTEST:  

LAURIE J. BURNS,  
CLERK OF THE BOARD  

FRANK J. DIMARCO  
DIRECTOR  

ATTEST:  

GCIA  

WITNESS  

GEORGE STRACHAN,  
EXECUTIVE DIRECTOR
RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY RUSSELL LEONE AND APRIL LEONE FOR $340,917.65

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the “Board”) was previously established by the Board of County Commissioners 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, Russel Leone and April Leone, husband and wife, having presented themselves as the owner of the land and premises located in the Township of Logan (hereinafter “Logan”), and known as Block 605, Lot 5, on the Official Tax Map of the Township of Logan (hereinafter collectively the “Property”), which consists of approximately 49,769 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Russel Leone and April Leone, 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 $340,917.65 which is the total purchase price for same; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of $340,917.65; pursuant to C.A.F. No. 22-03041, 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 County Commissioners 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 Russel Leone and April Leone, in the Township of Logan, County of Gloucester, State of New Jersey for $340,917.65; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Russel Leone and April Leone, in regard to the County’s purchase of development easements in the farm premises known as Block 605, Lot 5 in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Commissioner 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 County Commissioners of the County of Gloucester held on Wednesday, April 20, 2022, at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR
CONTRACT TO SELL DEVELOPMENT EASEMENT

*******

RUSSEL LEONE AND APRIL LEONE

TO

THE COUNTY OF GLOUCESTER

*******

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: RUSSELL LEONE AND APRIL LEONE, having an address of
657 Paulsboro Road, Logan Twp., NJ, 08085
(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 605, Lot 5 in the Township of Logan, County of
Gloucester, and State of New Jersey (hereinafter
collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: $6,850.00  ASSUMED ACREAGE: Approximately
49.769 acres

ESTIMATED GROSS SALES PRICE: $340,917.65

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

# OF EXCEPTION AREAS: None

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

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

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

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

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

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

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

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

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

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

1.0. Definitions.

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

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

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

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

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

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

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a
transfer-of-development-rights ordinance.

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

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

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

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

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

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

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify
Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's 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. SELLEER’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. SELLEER’S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer’s application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

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

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:
a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer’s choice, and at Buyer’s expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller’s authorization to Buyer’s surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller’s dispute with the determination of Buyer’s surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller’s possession within ten (10) days of the Effective Date.

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

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

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

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller’s period of ownership. Buyer’s acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer’s payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

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

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.
(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

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

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

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

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

a. sue for specific performance;

b. cancel the agreement;

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

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

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

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

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

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

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

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

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

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.
18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

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

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

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

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

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
24. **PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

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

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

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

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

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

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

BY: ___________________________
   RUSSELL LEONE

BUYER:

COUNTY OF GLOUCESTER

BY: ___________________________
   FARNK J. DIMARCO
   COMMISSIONER DIRECTOR

BY: ___________________________
   APRIL LEONE

Federal Tax ID Number/
Social Security Number
ACKNOWLEDGMENT

STATE OF NEW JERSEY

) ) ss:
COUNTY OF GLOUCESTER

) )

I certify to the following:

On __________________________, 2022, RUSSELL AND APRIL LEONE personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

______________________________
Notary
CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS, DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT

ATTACHMENT C - FUEL TANK DISCLOSURE

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

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.
All property owners must sign:

SELLER:

BY: ___________________________ Date: ________________
   RUSSELL LEONE

BY: ___________________________
   APRIL LEONE
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 22-03041

ORDER DATE: 04/11/22
REQUISITION NO: R2-02845
DELIVERY DATE: STATE CONTRACT:
ACCOUNT NUM:

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

SALES TAX ID # 21-6000660

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>This is a CAF Resolution authorizing the purchase of a development easement for the farm property of April and Russell Leone, Block 60S, Lot 5, in the Township of Logan, valued at $6850.00 per acre and consisting of 49.769 acres, for a total price of $340,917.65 for Farmland Preservation</td>
<td>T-03-08-509-372-20548 Farmland Preservation</td>
<td>340,917.6500</td>
<td>340,917.65</td>
</tr>
</tbody>
</table>

TOTAL 340,917.65

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any 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.

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

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

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
Russel and April Leone Property 3
Buffer (1/2 Mile) and Preserved Farms
Block 605, Lot 5
Logan Township, Gloucester County
Application Outside Pinelands Management Areas

Leone Project Boundary
0.5 Mile Buffer
Preserved Farms
Preserved Open Space
Water Bodies
Municipal Boundaries

605/5
43.16 Acres

Map Processed September 7, 2021

250 500 1,000 1,500 2,000 Feet

Cooper Lake
Crowd Fork Road

Logan Township

Greenwich Township
December 10, 2021

Mr. Agren:

In accordance with your request we have inspected and conducted an appraisal report via self-contained format of the captioned property. To estimate the value of the development easement, we conducted “before” and “after” valuations of the subject property. The “before” reflects the value of the property as unrestricted for any allowable use. The “after” value is based on the value of the property as restricted to agricultural use. The difference between the before and after values results in the value of the development easement. The report was prepared in conformance with USPAP and SADC requirements. Both client and appraiser concur with the Scope of Work and that this extraordinary assumption (see Assumptions & Limiting Conditions) is reasonable for this type of assignment, meets the expectations of this assignment and conforms with the Uniform Standards of Appraisal Practice (USPAP).

After considering all facts and circumstances in connection with the subject property, it is your appraiser’s opinion that the market values of the subject property as of November 16, 2021, subject to the assumptions and limiting conditions set forth herein were:

“Before Value, - As Unrestricted”

- FIVE HUNDRED SIXTY-FOUR THOUSAND DOLLARS – $564,000
  $11,250±/Acre

“After Value, - As Restricted”

- TWO HUNDRED SIXTY-THREE THOUSAND DOLLARS – $263,000
  $5,250±/Acre

“Easement Value”

- THREE HUNDRED AND ONE THOUSAND DOLLARS – $301,000
  $6,000±/Acre
CERTIFICATION

I certify that, to the best of my knowledge and belief:

In this report the phrase “the client” refers wholly and specifically to Gloucester County Farmland Preservation. It may not be assigned, transferred, or used by any other party.

The appraiser has made a physical inspection of the property appraised. The property owner accompanied the appraiser on the property inspection.

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

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

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of Gloucester County Farmland Preservation, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

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

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

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

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

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

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

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

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<th>Value per Acre</th>
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<td>Before Easement</td>
<td>$11,500</td>
<td>$575,000</td>
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<td>After Easement</td>
<td>$3,800</td>
<td>$190,000</td>
</tr>
<tr>
<td>Total Compensation for Easement</td>
<td>$17,700</td>
<td>$385,000</td>
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Steven W. Bartelt, MAI, SRA

October 15, 2021
RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY RUSSELL LEONE AND APRIL LEONE FOR $204,520.50

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the “Board”) was previously established by the Board of County Commissioners 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, Russel Leone and April Leone, husband and wife, having presented themselves as the owner of the land and premises located in the Township of Logan (hereinafter “Logan”), and known as Block 604, Lot 6, on the Official Tax Map of the Township of Logan (hereinafter collectively the “Property”), which consists of approximately 29.010 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, Russel Leone and April Leone, 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 $204,520.50 which is the total purchase price for same; and

WHEREAS, the Treasurer for the County has certified the availability of funds in the amount of $204,520.50 pursuant to C.A.F. No. 22-03042, 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 County Commissioners 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 Russel Leone and April Leone, in the Township of Logan, County of Gloucester, State of New Jersey for $204,520.50; and

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Russel Leone and April Leone, in regard to the County’s purchase of development easements in the farm premises known as Block 604, Lot 6 in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Commissioner 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 County Commissioners of the County of Gloucester held on Wednesday, April 20, 2022, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT TO SELL DEVELOPMENT EASEMENT

*******

RUSSEL LEONE AND APRIL LEONE

TO

THE COUNTY OF GLOUCESTER

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<td>No Collusion</td>
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<td>Number and Gender</td>
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**Transaction Summary**

**SELLER:** RUSSELL LEONE AND APRIL LEONE, having an address of 657 Paulsboro Road, Logan Twp., NJ, 08085 (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 604, Lot 6 in the Township of Logan, County of Gloucester, and State of New Jersey (hereinafter collectively the “Property”)

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

**PRICE PER ACRE:** $7,050.00  
**ASSUMED ACREAGE:** Approximately 29.010 acres

**ESTIMATED GROSS SALES PRICE:** $204,520.50

**# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES:** NONE

**# OF EXCEPTION AREAS:** ONE - 1 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 to 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 surveyors 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 or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller’s period of ownership. Buyer’s acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer’s payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

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

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller’s sale of the Property’s Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer’s demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.
(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

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

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

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

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

a. sue for specific performance;

b. cancel the agreement;

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

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

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

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

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

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

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

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

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

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.
18.1. DELAY IN CLOSING BY SELLER. Seller’s inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

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

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

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

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

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

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

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

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

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

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

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

BY: ____________________
    RUSSELL LEONE

BY: ____________________
    APRIL LEONE

Federal Tax ID Number/
Social Security Number

BUYER:

COUNTY OF GLOUCESTER

BY: ____________________
    FRANK J. DIMARCO
    COMMISSIONER DIRECTOR
ACKNOWLEDGMENT

STATE OF NEW JERSEY  )
 ) ss:
COUNTY OF GLOUCESTER  )

I certify to the following:

On ________________, 2022, RUSSELL AND APRIL LEONE personally came before me, and acknowledged under oath, to my satisfaction, that:

(a) He/She is named in, and personally signed the foregoing agreement: and

(b) He/She signed and delivered this agreement as a voluntary act and deed for the uses and purposes therein expressed; and,

(c) He/She is duly authorized to sign this agreement, and to have delivered this agreement.

__________________________
Notary
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:

SELLER:

BY: ___________________________ Date: ________________________
    RUSSELL LEONE

BY: ___________________________
    APRIL LEONE
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>This is a CAF Resolution authorizing the purchase of a development easement on the farm property of April and Russell Leone, Block 604, Lot 6, in the Township of Logan, valued at $7050.00 per acre and consisting of 29.01 acres, for a total price of 204,520.50 for Farmland Preservation</td>
<td>T-03-08-509-372-20548</td>
<td>204,520.5000</td>
<td>204,520.50</td>
</tr>
</tbody>
</table>

**TOTAL** 204,520.50

---

**CLAIMANT'S CERTIFICATE & DECLARATION**

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

X

**VENDOR SIGN HERE**

**DATE**

---

**RECEIVER'S CERTIFICATION**

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

---

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

---
December 12, 2021

RE: APPRAISAL REPORT
Leone Farm #2 Property
27.86± Acres to preserved
S/S Repaupo-Station Road
Block 604 Lot 6
Logan Township
Gloucester County, New Jersey
Account Number 21-075_LeoneTwo

Mr. Agren:

In accordance with your request we have inspected and conducted an appraisal report via self-contained format of the captioned property. To estimate the value of the development easement, we conducted “before” and “after” valuations of the subject property. The “before” reflects the value of the property as unrestricted for any allowable use. The “after” value is based on the value of the property as restricted to agricultural use. The difference between the before and after values results in the value of the development easement. The report was prepared in conformance with USPAP and SADC requirements. Both client and appraiser concur with the Scope of Work and that this extraordinary assumption (see Assumptions & Limiting Conditions) is reasonable for this type of assignment, meets the expectations of this assignment and conforms with the Uniform Standards of Appraisal Practice (USPAP).

After considering all facts and circumstances in connection with the subject property, it is your appraiser’s opinion that the market values of the subject property as of November 16, 2021, subject to the assumptions and limiting conditions set forth herein were:

"Before Value, - As Unrestricted"

- THREE HUNDRED AND SIX THOUSAND DOLLARS — $306,000
- $11,000±/Acre

"After Value, - As Restricted"

- ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS — $145,000
- $5,200±/Acre

"Easement Value"

- ONE HUNDRED SIXTY-ONE THOUSAND DOLLARS — $161,000
- $5,800±/Acre
CERTIFICATION

I certify that, to the best of my knowledge and belief:

In this report the phrase "the client" refers wholly and specifically to – Gloucester County Farmland Preservation. It may not be assigned, transferred, or used by any other party.

The appraiser has made a physical inspection of the property appraised. The property owner accompanied the appraiser on the property inspection.

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

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

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of Gloucester County Farmland Preservation, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

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

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

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

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

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

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

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

<table>
<thead>
<tr>
<th>Valuation Scenario</th>
<th>Value per Acre</th>
<th>Value Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before Easement</td>
<td>$12,000</td>
<td>$336,000</td>
</tr>
<tr>
<td>After Easement</td>
<td>$3,700</td>
<td>$103,600</td>
</tr>
<tr>
<td>Total Compensation for Easement</td>
<td>$8,700</td>
<td>$232,400</td>
</tr>
</tbody>
</table>

[Signature]

STEVEN W. BARTELT, MAI, SRA

October 15, 2021
RESOLUTION AUTHORIZING A CONTRACT WITH RAHN LANDSCAPING, LLC, FROM MARCH 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $81,000.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for landscape maintenance services at various County buildings, as per specifications in PD 22-006; and

WHEREAS, bids were publicly received and opened on February 8, 2022; and

WHEREAS, after following proper public bidding procedure, it was determined that Rahn Landscaping, LLC, with offices at 4268 S. Black Horse Pike, Williamstown, New Jersey 08094 was the lowest responsive and responsible bidder; and

WHEREAS, the contract is for the period from March 1, 2022 to December 31, 2022, for an amount not to exceed $81,000.00; with the County retaining the option to extend the contract for two (2) one-year periods; and

WHEREAS, the contract is for estimated units of service and is made through the County Contract Purchasing System numbers CK-01-GC and 16GLCP, and as such, is open-ended and does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Gloucester County Board of Commissioners that the Director is hereby authorized and directed to execute and the Clerk of the Board to attest to a Contract with Rahn Landscaping, LLC, with offices at with offices at 4268 S. Black Horse Pike, Williamstown, New Jersey 08094, for landscape maintenance at various County facilities, as per specifications in PD 22-006, in an amount not to exceed $81,000.00 from March 1, 2022 to December 31, 2022; with the County retaining the option to extend the contract for two (2) one-year periods;

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester, held on Wednesday, April 20, 2022, at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
RAHN LANDSCAPING, LLC

THIS CONTRACT is made effective the 1st day of March, 2022, by and between THE COUNTY OF GLOUCESTER, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "County", and RAHN LANDSCAPING, LLC, with offices at 4268 S. Black Horse Pike, Williamstown, New Jersey 08094, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for landscape maintenance services at various County facilities, as per specifications in PD 22-006; and

WHEREAS, Contractor represents that it is qualified to provide 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. **CONTRACT TERM.** The Contract is for the period from March 1, 2022 to December 31, 2022, with the County retaining the option to extend the Contract for two (2) one-year periods thereafter.

2. **COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 22-006 in an amount not to exceed $81,000.00 for the period.

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

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

   It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the specifications identified as PD 22-006, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, 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 Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

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

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

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
5. **TERMINATION.** This Contract may be terminated as follows:

   A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 22-006, 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.

6. **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.
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 harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

17. **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 written approval of the County.

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

19. **CONTRACT PARTS.** This Contract consists of this Contract and the specifications identified as PD 22-006, and the bidder’s bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**IN WITNESS WHEREOF,** the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.
THIS CONTRACT is dated this 1st day of March, 2022.

ATTEST: \hspace{1.5in} \hspace{1.5in} \hspace{1.5in} COUNTY OF GLOUCESTER

\hline
Laurie J. Burns, \\
Clerk of the Board \\
\hline
FRANK J. DIMARCO, \\
DIRECTOR \\
\hline
ATTEST: \hspace{1.5in} \hspace{1.5in} \hspace{1.5in} RAHN LANDSCAPING, LLC

\hline
\hline
MATTHEW RAHN, PRESIDENT
**SPECIFICATIONS FOR LANDSCAPE MAINTENANCE AT VARIOUS COUNTY BUILDINGS AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP**

<table>
<thead>
<tr>
<th>VENDOR: Clean Cut Lawn Care</th>
<th>VENDOR: Rahn Landscaping, LLC</th>
<th>VENDOR: TLC Landscape Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>308 Vannemond Avenue</td>
<td>4260 S. Black Horse Pike</td>
<td>701 Clayton Road</td>
</tr>
<tr>
<td>Swedesboro, NJ 08085</td>
<td>Williamstown, NJ 08094</td>
<td>Williamstown, NJ 08094</td>
</tr>
<tr>
<td>Aziz Jamal, Owner</td>
<td>Matthew Rahn, President, CEO</td>
<td>Steven Furgio, General Mgr.</td>
</tr>
<tr>
<td>856-379-8732</td>
<td>856-232-1776</td>
<td>856-629-8494</td>
</tr>
</tbody>
</table>

**ITEM**

**DESCRIPTION**

**Routine Maintenance Year One**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>VENDOR: Clean Cut Lawn Care</th>
<th>VENDOR: Rahn Landscaping, LLC</th>
<th>VENDOR: TLC Landscape Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Justice Complex – 70 Hunter Street, Woodbury, NJ, Garage at 24 Hunter Street, Woodbury, NJ and Parking Lot at 59 Hunter Street, Woodbury, NJ</td>
<td>$10,000.00</td>
<td>$14,550.00</td>
<td>$33,625.00</td>
</tr>
<tr>
<td>2.</td>
<td>Clayton Complex – Buildings A through M, 1200 N. Delsea Dr., Clayton, NJ</td>
<td>$10,000.00</td>
<td>$22,100.00</td>
<td>$29,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>Veterans Affairs Health Care Clinic – 211 County House Road, Sewell, NJ</td>
<td>$10,000.00</td>
<td>$10,500.00</td>
<td>$13,025.00</td>
</tr>
<tr>
<td>4.</td>
<td>Board of Elections – 550 Grove Road, West Deptford, NJ</td>
<td>$5,000.00</td>
<td>$9,800.00</td>
<td>$10,525.00</td>
</tr>
<tr>
<td>5.</td>
<td>5 Points Probation Complex – 1893 Hurffville Road, Deptford, NJ</td>
<td>$10,000.00</td>
<td>$4,800.00</td>
<td>$4,935.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL BID YEAR 1 (1+2+3+4+5)</strong></td>
<td><strong>$45,000.00</strong></td>
<td><strong>$61,750.00</strong></td>
<td><strong>$91,110.00</strong></td>
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</table>

**COST PER ADDITIONAL CUTS IF REQUIRED MORE THAN ONCE A WEEK PER LOCATION: YEAR ONE**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>VENDOR: Clean Cut Lawn Care</th>
<th>VENDOR: Rahn Landscaping, LLC</th>
<th>VENDOR: TLC Landscape Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Justice Complex – 70 Hunter Street, Woodbury, NJ, Garage at 24 Hunter Street, Woodbury, NJ and Parking Lot at 59 Hunter Street, Woodbury, NJ</td>
<td>$450.00</td>
<td>$450.00</td>
<td>$950.00</td>
</tr>
<tr>
<td>2.</td>
<td>Clayton Complex – Buildings A through M, 1200 N. Delsea Dr., Clayton, NJ</td>
<td>$400.00</td>
<td>$600.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>3.</td>
<td>Veterans Affairs Health Care Clinic – 211 County House Road, Sewell, NJ</td>
<td>$450.00</td>
<td>$300.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>4.</td>
<td>Board of Elections – 550 Grove Road, West Deptford, NJ</td>
<td>$450.00</td>
<td>$300.00</td>
<td>$500.00</td>
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<tr>
<td>5.</td>
<td>5 Points Probation Complex – 1893 Hurffville Road, Deptford, NJ</td>
<td>$450.00</td>
<td>$175.00</td>
<td>$200.00</td>
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</tbody>
</table>
### Routine Maintenance Year Two - Optional

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Year 1</th>
<th>Bid Year 2</th>
<th>Bid Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justice Complex – 70 Hunter Street, Woodbury, NJ, Garage at 24 Hunter Street, Woodbury, NJ and Parking Lot at 59 Hunter Street, Woodbury, NJ</td>
<td>$10,000.00</td>
<td>$16,000.00</td>
<td>$35,300.00</td>
</tr>
<tr>
<td>Clayton Complex – Buildings A through M, 1200 N. Delsea Dr., Clayton, NJ</td>
<td>$10,000.00</td>
<td>$23,400.00</td>
<td>$30,450.00</td>
</tr>
<tr>
<td>Veterans Affairs Health Care Clinic – 211 County House Road, Sewell, NJ</td>
<td>$5,000.00</td>
<td>$11,100.00</td>
<td>$13,675.00</td>
</tr>
<tr>
<td>Board of Elections – 550 Grove Road, West Deptford, NJ</td>
<td>$10,000.00</td>
<td>$10,500.00</td>
<td>$19,450.00</td>
</tr>
<tr>
<td>5 Points Probation Complex – 1893 Hurffville Road, Deptford, NJ</td>
<td>$10,000.00</td>
<td>$5,200.00</td>
<td>$5,200.00</td>
</tr>
<tr>
<td><strong>TOTAL BID YEAR 2 (1+2+3+4+5)</strong></td>
<td><strong>$45,000.00</strong></td>
<td><strong>$66,200.00</strong></td>
<td><strong>$104,875.00</strong></td>
</tr>
</tbody>
</table>

**COST PER ADDITIONAL CUTS IF REQUIRED MORE THAN ONCE A WEEK PER LOCATION - YEAR TWO**

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Year 1</th>
<th>Bid Year 2</th>
<th>Bid Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justice Complex – 70 Hunter Street, Woodbury, NJ, Garage at 24 Hunter Street, Woodbury, NJ and Parking Lot at 59 Hunter Street, Woodbury, NJ</td>
<td>$10,000.00</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Clayton Complex – Buildings A through M, 1200 N. Delsea Dr., Clayton, NJ</td>
<td>$10,000.00</td>
<td>$686.00</td>
<td>$800.00</td>
</tr>
<tr>
<td>Veterans Affairs Health Care Clinic – 211 County House Road, Sewell, NJ</td>
<td>$5,000.00</td>
<td>$400.00</td>
<td>$475.00</td>
</tr>
<tr>
<td>Board of Elections – 550 Grove Road, West Deptford, NJ</td>
<td>$10,000.00</td>
<td>$375.00</td>
<td>$525.00</td>
</tr>
<tr>
<td>5 Points Probation Complex – 1893 Hurffville Road, Deptford, NJ</td>
<td>$10,000.00</td>
<td>$275.00</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

### Routine Maintenance Year Three - Optional

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Year 1</th>
<th>Bid Year 2</th>
<th>Bid Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justice Complex – 70 Hunter Street, Woodbury, NJ, Garage at 24 Hunter Street, Woodbury, NJ and Parking Lot at 59 Hunter Street, Woodbury, NJ</td>
<td>$10,000.00</td>
<td>$16,900.00</td>
<td>$37,050.00</td>
</tr>
<tr>
<td>Clayton Complex – Buildings A through M, 1200 N. Delsea Dr., Clayton, NJ</td>
<td>$10,000.00</td>
<td>$24,200.00</td>
<td>$31,975.00</td>
</tr>
<tr>
<td>Veterans Affairs Health Care Clinic – 211 County House Road, Sewell, NJ</td>
<td>$5,000.00</td>
<td>$12,500.00</td>
<td>$14,350.00</td>
</tr>
<tr>
<td>Board of Elections – 550 Grove Road, West Deptford, NJ</td>
<td>$10,000.00</td>
<td>$11,300.00</td>
<td>$20,425.00</td>
</tr>
<tr>
<td>5 Points Probation Complex – 1893 Hurffville Road, Deptford, NJ</td>
<td>$10,000.00</td>
<td>$6,500.00</td>
<td>$5,450.00</td>
</tr>
<tr>
<td><strong>TOTAL BID YEAR 3 (1+2+3+4+5)</strong></td>
<td><strong>$45,000.00</strong></td>
<td><strong>$71,400.00</strong></td>
<td><strong>$109,250.00</strong></td>
</tr>
</tbody>
</table>
### Cost Per Additional Cuts if Required More Than Once a Week per Location - Year Three

<table>
<thead>
<tr>
<th>Location</th>
<th>Year 1 (1000.00)</th>
<th>Year 2 (525.00)</th>
<th>Year 3 (1050.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justice Complex – 70 Hunter Street, Woodbury, NJ, Garage at 24 Hunter Street, Woodbury, NJ and Parking Lot at 59 Hunter Street, Woodbury, NJ</td>
<td>$10,000.00</td>
<td>$525.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Clayton Complex – Buildings A through M, 1200 N. Delsea Dr., Clayton, NJ</td>
<td>$10,000.00</td>
<td>$720.00</td>
<td>$850.00</td>
</tr>
<tr>
<td>Veterans Affairs Health Care Clinic – 211 County House Road, Sewell, NJ</td>
<td>$5,000.00</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Board of Elections – 550 Grove Road, West Deptford, NJ</td>
<td>$10,000.00</td>
<td>$465.00</td>
<td>$550.00</td>
</tr>
<tr>
<td>5 Points Probation Complex – 1893 Hurffville Road, Deptford, NJ</td>
<td>$10,000.00</td>
<td>$295.00</td>
<td>$250.00</td>
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</tbody>
</table>

**Total Lump Sum Bid Year 1+ Year 2+ Year 3**

- $135,000.00
- $199,350.00
- $304,435.00

**Variations: (if any)**

- NONE
- NONE
- NONE

**Will you extend your prices to local government entities within the County**

- NO
- NO
- YES

---

**This is a ten (10) month contract from March 1, 2022 through December 31, 2022 with the option to extend for two one year periods.**

**Bid specifications sent to:**

- High Quality Lawn Care
- Jersey Premier
- Pura Vida Ventures, LLC
- Aniville, LLC
- Brightview
- Deltek
- Prime Vendor

**Based upon the bids received, I recommend Rahn Landscaping, LLC, be awarded the contract as the lowest responsive, responsible bidder.**

**Sincerely,**

- Kimberly Larter, Purchasing
RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH A.C. SCHULTES, INC. FROM MAY 13, 2022 TO MAY 12, 2024 IN AN AMOUNT NOT TO EXCEED $60,000.00 PER YEAR

WHEREAS, the County entered into a contract on May 13, 2020 with A.C. Schultes, Inc., with an address of 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097 for the repair, maintenance and replacement of pumps at various County facilities, as per PD-20-006; which contract provided the County with the option to extend for two (2) one-year periods or one (1) two-year period; and

WHEREAS, the County’s Department of Buildings and Grounds has recommended exercising the option to extend the contract for the two (2) year period from May 13, 2022 to May 12, 2024, in an amount not to exceed $60,000.00 per year; and

WHEREAS, this contract extension is for estimated units of services to be utilized on an as-needed basis, and such is open-ended, which does not obligate the County to make any purchase; therefore, no Certificate of Availability of Funds is required at this time. Continuation of this extension beyond December 31, 2023 is conditioned upon approval of the 2024 Gloucester County budget; and

WHEREAS, all terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Commissioners, that the County does hereby exercise its option to extend the contract with A.C. Schultes, Inc., for the repair, maintenance and replacement of pumps at various County facilities from May 13, 2022 to May 12, 2024, in an amount not to exceed $60,000.00 per year, as per PD-20-006, and that the County’s Qualified Purchasing Agent is hereby directed to inform Contractor of the extension; 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 purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on April 20, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
<table>
<thead>
<tr>
<th>VENDOR: A.C. Schultes, Inc.</th>
<th>VENDOR: GMH Associates of America, Inc.</th>
<th>VENDOR: KRS Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>664 S. Evergreen Avenue</td>
<td>5 Chelten Way, Bldg 15</td>
<td>1806 Route 206</td>
</tr>
<tr>
<td>Woodbury Heights, NJ 08097</td>
<td>Trenton, NJ 08608</td>
<td>Southampton, NJ 08008</td>
</tr>
<tr>
<td>August Schultes, IV, President</td>
<td>Anthony Genini, VP Customer Service &amp; Sales</td>
<td>Richard J. Shaw, President</td>
</tr>
<tr>
<td>856-845-5656 - Fax</td>
<td>609-396-4751 - Fax</td>
<td>609-859-2630 - Fax</td>
</tr>
</tbody>
</table>

**DESCRIPTION**

- **No Apprenticeship Documentation Provided**

<table>
<thead>
<tr>
<th>Hourly Rate:</th>
<th>$130.00</th>
<th>$169.65</th>
<th>$86.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime Rate:</td>
<td>$165.00</td>
<td>254.48</td>
<td>$121.00</td>
</tr>
<tr>
<td>Overtime Hours:</td>
<td>4 p.m. to 8 a.m.</td>
<td>4 p.m. to Midnight</td>
<td>3:30 p.m. to 6:59 a.m.</td>
</tr>
<tr>
<td>Markup on Parts</td>
<td>20%</td>
<td>25%</td>
<td>13%</td>
</tr>
<tr>
<td>Mark down on Parts</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>Response Time</td>
<td>3 Hours</td>
<td>1-2 Hours</td>
<td>1 Hour</td>
</tr>
<tr>
<td>Any exceptions to Specifications</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td>Variations: (if any)</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

This contract is for a period of two years with the option to extend the contract for one (1) two (2) year term or two (2) one (1) year term.

Will you extend your prices to local governmental entities within the County: YES, YES, YES

Bid specifications sent to: CIS, The Blue Book, Construction Journal, Onvia, Bid-ocean, LightSource, Dodge Analytics, Grant Facility Management

Based upon the bids received, I recommend A.C. Schultes, Inc., be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter, Qualified Purchasing Agent