



Approved as to Form and Legality

Date Adopted

Committee

May 16, 2018

Administrative

RESOLUTION CREATING THE SALEM COUNTY INFORMATION TECHNOLOGY COMMITTEE

WHEREAS, the Board of Chosen Freeholders of the County of Salem has determined the need for countywide oversight of departmental information technology services; and

WHEREAS, the committee shall have the authorization to create policy, conduct studies, and determine IT needs for departments and infrastructure needs for the County of Salem; and

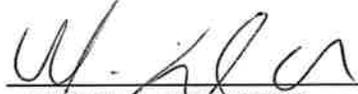
WHEREAS, all county-wide information technologies purchases and support of all computer hardware and software should be centralized through the committee for the purposes of efficiency and effectiveness; and

WHEREAS, each office or department will continue to have primary financial responsibility for information technology needs that is solely or primarily for that office or department; and

NOW THEREFORE, BE IT RESOLVED that the Salem County Board of Chosen Freeholders, herein, creates the Salem County Information Technology Committee; and

BE IT FURTHER RESOLVED that the following members are herein appointed to serve on this committee:

Jeffrey Ridgway, Stacy Pennington, Mike Peltz, Vaughn Groce, Chuck Angelus, Stephen Turner, Quentin Mulford, Scott Haines, Jeffrey Pompper.



 MELISSA L. DECASTRO, Freeholder Director
 Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on May 16, 2018.



 STACY L. PENNINGTON
 Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓					✓
C. Hassler	✓				✓	
B. Laury	✓					
S. Griscom	✓					
M. DeCastro	✓					

✓ Indicates Vote

Department Initials _____

Date Adopted

Committee

May 16, 2018

Administrative

RESOLUTION AUTHORIZING THE COUNTY OF SALEM TO ENTER INTO A LEASE AGREEMENT WITH THE PATHSTONE CORPORATION

WHEREAS, the County of Salem Board of Chosen Freeholders wishes to enter into a lease arrangement for office space with PathStone Corporation, 400 East Avenue, Rochester, New York 14607 for a period of one (1) year, commencing on May 1, 2018 and terminating April 30, 2019, unless extended or sooner terminated based on the provisions in the lease agreement; and

WHEREAS, the County of Salem believes that the best use of 98 Market Street in the City of Salem (commonly known as The White Building) would be for an organization like PathStone to utilize the building for education and training of County adults and youth; and

WHEREAS, Representatives from the County of Salem and PathStone Corporation have jointly negotiated and agreed to the terms of the attached lease; and

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

1. The Board of Chosen Freeholders of the County of Salem hereby enters a lease arrangement with PathStone Corporation for a term of one year for 98 Market Street, Salem NJ 08079, commonly known as The White Building.
2. This resolution authorizes the Freeholder Director, or the County Administrator to sign the enclosed lease on behalf of the County.



 MELISSA L. DECASTRO, Freeholder Director
 Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on May 16, 2018.



 STACY L. PENNINGTON
 Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓					✓
C. Hassler	✓				✓	
B. Laury	✓					
S. Griscom	✓					
M. DeCastro	✓					

✓ Indicates Vote

LEASE AGREEMENT

THIS LEASE, is made this 16th day of May, 2018, by and between The County of Salem (the "Landlord"), having a principal office address at 110 Fifth Street, Salem, New Jersey 08079, and PathStone Corporation (the "Tenant"), having a principal office address at 400 East Avenue, Rochester, New York 14607.

WHEREAS, the Landlord is the owner of real property located at 98 Market Street, Salem, New Jersey (the "Property"); and

WHEREAS, the Tenant desires to lease a portion of the Property described on Schedule A annexed hereto and made a part hereof (the "Premises") from the Landlord upon the terms and conditions set forth in this Lease, and Landlord desires the same.

NOW, THEREFORE, the parties agree as follows:

- 1. Premises Leased.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises. In addition, Tenant shall have access to and the right to use all common areas located within the Property, including but not limited to parking spaces on the Property (collectively, the "Common Areas").
- 2. Term of Lease.** This Lease shall be for a term of one (1) year, commencing May 1, 2018 (the "Commencement Date") and terminating April 30, 2019, unless extended or sooner terminated as hereafter provided. Notwithstanding any other provision of this Lease, Tenant may terminate this Lease upon sixty (60) days' notice to Landlord if the funding for the programs operated by Tenant in the Premises is substantially reduced or discontinued.
- 3. Rent.** Tenant will pay the Landlord Base Rent of \$10,800.00, payable in monthly installments of \$900.00 ("Base Rent"), with the first payment commencing May 1, 2018, and continuing on the 1st day of each consecutive calendar month thereafter during the term of this Lease.
- 4. Use.** Tenant shall use and occupy the Premises solely as a human resources training and employment center for its invitees. Tenant shall provide protective security services for all its employees, agents, servants and business invitees. Without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall not use, permit or suffer the Premises to be used by anyone other than Tenant for any purpose whatsoever.
- 5. Utility Charges.** Landlord shall be solely responsible for and shall promptly pay all charges for heat, water (regular and pure water both based on consumption and assessment), gas, electricity, refuse collection, or any other utility or fuel used or consumed at the Premises.

6. Insurance.

a. During the term of this Lease, Tenant will, at its sole cost and expense, maintain comprehensive public liability insurance in an indemnity amount not less than \$1,000,000 for each occurrence. Landlord will be named as Tenant's additional insured respecting defense and indemnity rights.

b. During the term of this Lease, Landlord will, at its sole cost and expense, maintain hazard and fire insurance with full extended coverage and rental insurance on the Property in an amount not less than the "replacement" value of the Premises, or the full insurance value of the Premises, whichever is greater.

c. Tenant will be responsible, at its sole cost and expense, for insurance coverage of Tenant's personal property located on the Premises.

d. Tenant shall provide to Landlord at all times current evidence of insurance coverage being in existence. In case of default by the Tenant in having such policies of such insurance issued, the Landlord may cause said policies to be issued at the expense of the Tenant. Upon default by the Tenant in the payment of any of the premiums on such policies when payment thereof shall be due and payable or shall be demanded by the Landlord whether said insurance is procured by the Landlord or by the Tenant, the Landlord may thereupon pay them and the Tenant agrees on demand to repay to the Landlord the monies so paid, and upon the failure so to pay upon such demand, the sum or sums so paid by the Landlord shall be hereby declared to be rent payable on the rent day next ensuing, or at the option of the Landlord, on any subsequent rent day, and shall be collected as additional rent in the same manner and with the same remedies as if it had been originally reserved hereunder.

7. Repairs and Maintenance.

a. Tenant will, at all times during the term of this Lease, maintain the Premises and keep them in good order and repair and in the condition they were on the Commencement Date, normal wear and tear excepted.

b. Landlord will make all necessary repairs (including structural repairs), replacements, renewals, alterations and additions to the Property and the Premises which shall include, for example, the roof, walls, pipes, heating/air conditioning system, plumbing system, window glass, doors, fixtures, and all other appliances and appurtenances belonging thereto, including the Common Areas, sidewalks and parking lots which are part of the Property. Such repairs, replacements, renewals, alterations and additions, interior and exterior, ordinary as well as extraordinary, foreseen and unforeseen, shall be made promptly as and when necessary.

c. At the end or other expiration of the term, Tenant shall deliver up the Premises to Landlord in good order and condition, ordinary wear and tear excepted. All repairs, replacements, renewals, additions and alterations which the Tenant may make shall be and remain the sole exclusive property of the Landlord. Landlord shall not be required to furnish any services or facilities or to make any repairs, replacements, renewals, alterations and additions in

or to the Premises. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises.

8. Signs. Tenant shall have the right, subject to Landlord's approval, which will not be unreasonably withheld, and subject to the provisions contained in Paragraph 9 of this Lease, to change or erect signs on the Premises as it deems necessary and proper in the condition of its business, provided Tenant pays all permit and license fees which may be required to be paid, and provided such signs are legally permitted to be installed.

9. Alterations, Additions and Improvements. Tenant shall not make any (structural or non-structural), alterations, additions or improvements ("Changes") in or to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. A request for consent to make any Changes and the making of any Changes will be subject to the following and to any other restrictions or requirements which the Landlord may impose either prior to granting consent or during the making of such Changes:

a. Landlord shall receive all plans and specifications for the Changes.

b. No Changes shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

c. All Changes shall be made in good order and in a workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, or any other body hereafter exercising functions similar to those of any of the foregoing; and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters.

d. The Changes shall, when completed, be of such a character as not to reduce the value of the Premises below its value existing immediately before the Changes are made.

e. Except for such Changes as may be removed by Tenant without damage to the Premises, all Changes shall remain for the benefit of the Landlord upon the expiration or other sooner termination of this Lease.

10. Mechanic's Lien. Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and no lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises. Whenever and as often as any materialman's, mechanics', contractors' or other lien is filed against the Premises for labor or materials furnished or to be furnished to Tenant, Tenant shall promptly take such action by bonding, deposit or payment as will discharge or satisfy such lien. If Tenant fails to take such action within ten (10) days after receipt of written notice from Landlord demanding such action, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by payment of the amount claimed or by procuring

the discharge of such lien by deposit in court or bonding or in such other manner as may be prescribed by law.

11. Compliance with Laws.

a. Tenant, at its sole cost and expense, shall observe and comply with all requirements of every applicable law, ordinance, order, rule or regulation of any lawful governmental or public body, department, bureau, officer or authority, and with any direction or certificate of occupancy, or the fire underwriters, or of any similarly constituted body, with respect to the Premises and Tenant's use, occupation, operation, possession and control thereof.

b. Tenant shall have the right, at its sole cost and expense, to contest or review by appropriate legal or administrative proceedings the validity or legality of any such law, order, ordinance, rule, regulation, direction or certificate of occupancy; and during such contest Tenant may refrain from complying therewith, provided that Tenant shall not undertake such contest without notifying the Landlord of its intention to do so nor, if the interests of the Landlord would be jeopardized thereby, without furnishing indemnity satisfactory to the Landlord with respect to which Landlord will not be unreasonable.

12. Indemnification. The Tenant shall indemnify and hold the Landlord harmless, at all times from and after the date of this Lease, from all claims, damage, liability and expense, including reasonable attorneys' fees, arising out of or in any way connected with Tenant's use, occupation, operation, possession and control of the Premises, or from Tenant's breach of any warranty, representation, term or condition of this Lease, except for matters relating to the negligence of Landlord, its agents, servants and/or employees.

13. Subrogation. The parties hereto, hereby waive, to the extent permitted by law, on behalf of the insurers of each party's property, any and all claim or right of subrogation of any such insurer against the other party hereto for loss or damage to the party so insured other than loss or damage resulting from the willful act of such other party.

14. Destruction of Premises.

a. **Partial Loss or Destruction.** In the event of partial destruction of the Premises or damage thereto for any reason whatsoever at any time during the term of this Lease, the Premises shall be repaired as quickly as possible at the expense of the Landlord, subject however to the rights of any mortgagee or lienholder. If Tenant is still able to conduct its business on the Premises, then a just and proportionate part of the monthly rental shall abate until the Premises have been put in substantially complete repair. In the event of damage of such magnitude as to interrupt or on the Premises, then the entire monthly rental shall abate until the Premises are put in substantially complete repair or Tenant re-opens for the transaction of business, whichever is sooner.

b. **Substantial Loss or Destruction.** If, however, fifty percent (50%) or more of the Premises are destroyed by fire or for any reason whatsoever, the rent shall be paid to the time of such destruction, then and in that event, the Lease shall be automatically terminated, unless at

such time a new lease agreement, mutually acceptable to both Landlord and Tenant, shall be executed. If any rent has been paid in advance upon the termination of the Lease, Landlord hereby agrees to refund all rent paid beyond such termination date.

c. In case of casualty to the Premises resulting in damage or destruction, Tenant shall promptly give written notice thereof to the Landlord. In such event, Landlord shall have the option to restore, repair, replace, rebuild or alter the Premises, at its sole cost and expense, the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction or with such changes or alterations as may be made at Tenant's election in conformity with and subject to the conditions of Paragraph 9 of this Lease. If Landlord exercises such option, such restoration, repairs, replacements, rebuilding or alterations shall be commenced promptly and prosecuted with reasonable diligence, unavoidable delays excepted.

d. If all or substantially all of the Premises shall be damaged or destroyed, either party shall have the option of terminating this Lease by written notice to the other party given within thirty (30) days after destruction or damage. In such event, the Base Rent due under Paragraph 3 shall be adjusted and pro-rated to the date of such damage or destruction.

15. Eminent Domain. If materially all of the Premises shall at any time be taken under the right of eminent domain by any public or quasi-public authority having the right of condemnation or sale in lieu thereof, or by agreement between the Landlord and those authorized to exercise such right, then this Lease shall terminate and expire as of the date of such taking, and any prepaid rent or unearned charges and any accrued obligations of Tenant shall be apportioned and payment made accordingly. For purposes of this Paragraph, "materially all of the Premises" shall be deemed to have been taken if the portion of the Premises not so taken cannot, in the opinion of both Landlord and Tenant, be so repaired as to be suitable for use in the conduct of Tenant's business as conducted on the Premises immediately prior to the taking. Tenant shall have no claim against the Landlord for the value of the unexpired term hereof, and Tenant shall have no rights to any part of any condemnation award. Tenant will execute any and all documents that may be required in order to facilitate collection by the Landlord of any and all such awards. If title to less than the whole or less than materially all of the Premises shall be taken as aforesaid, this Lease shall continue, but the Base Rent thereafter payable by Tenant shall be apportioned and reduced from the date of such partial taking by a fair and reasonable amount determined by the Landlord and the Tenant.

16. Assignment and Subletting.

a. The Tenant shall not have the right at any time or times to sublet any part or parts, or the whole of the Premises, without the consent of the Landlord, which will not be unreasonably withheld, conditioned or delayed. Similarly, without the consent of the Landlord, which will not be unreasonably withheld, conditioned or delayed, the Tenant shall not have the right to sell, assign, transfer or otherwise dispose of this Lease or any interest therein by voluntary or involuntary act or deed, or by merger, consolidation or involuntary act or deed, whether by merger, consolidation or reorganization, or by any other method or means, voluntary or involuntary, or to mortgage, pledge or otherwise encumber this Lease or any interest therein, or to grant concessions or licenses with respect to the same or the occupancy of any part or parts, or

the whole of the Premises, or to suffer or permit the use or occupancy by any other person (including, but not restricted to, any corporation into or with which the Tenant may merger or which may result from the consolidation of the Tenant with any other corporation) of the whole or any part or parts of the Premises at any time during the term of this Lease. If the Tenant violates the provisions of this Paragraph, the Landlord may accept from any assignee, sublessee or anyone who claims a right to the interest of the Tenant under this Lease or who occupies any part or parts or the whole of the Premises the payment of rent and/or the performance of any of the other obligations of the Tenant under this Lease, but acceptance shall not be deemed to be a waiver by the Landlord of the breach by the Tenant of the provisions of this Paragraph, nor a recognition by the Landlord that any such assignee, sublessee, claimant or occupant has succeeded to the rights of the Tenant hereunder, nor a release by the Landlord of the Tenant from further performance by the Tenant of the covenants on the Tenant's part to be performed under this Lease; provided, however, that the net amount of rent collected from any such assignee, sublessee, claimant or occupant shall be applied by the Landlord to the rent to be paid hereunder. If the Premises are sublet or if this Lease is assigned or transferred in any manner whatsoever, such sublet, assignment or transfer shall be upon and subject to all of the covenants, provisions and conditions contained in this Lease and, notwithstanding any consent by the Landlord to any such assignment or transfer or any subletting by the Tenant, the Tenant shall continue to be and remain liable thereunder, and the Tenant agrees that the Landlord may enforce its rights directly against the Tenant in any proceeding thereafter commenced by the Landlord against the assignee and both do further consent and agree to the jurisdiction of the Court in which the Landlord elects to commence the proceeding against the assignee. Any consent by the Landlord to any such assignment, transfer, subletting or other matter or thing contained in this Paragraph shall not in any way be construed to relieve the Tenant from obtaining the prior consent of the Landlord to any other or further such assignment, transfer, subletting, matter or thing.

b. Landlord shall have the right to assign or otherwise encumber Landlord's interest in this Lease or Landlord's interest in the Premises.

17. Default and Termination.

a. i. If Tenant shall at any time be in default in the payment of Base Rent or additional rent provided for in this Lease, and Tenant shall fail to remedy such default within ten (10) days after the due date; or

ii. If Tenant shall be in default in the performance of any other covenant, term or condition of this Lease, other than those referred to in the foregoing subparagraph 17.a.i, and shall fail to cure or prosecute the cure of such default within ten (10) days after receipt of written notice from Landlord, except that if an alleged default cannot be corrected within the applicable time period, Tenant shall commence curing the default within the time period and shall diligently proceed to correct the same subsequent thereto; or

iii. If Tenant during the term of this Lease for a period in excess of seven (7) consecutive days (a) vacates or abandons the Premises, (b) ceases its day to day business operations; or

iv. If Tenant files a petition in bankruptcy, or files a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, or is adjudicated a bankrupt or insolvent pursuant to any present or future Federal Bankruptcy Act or any similar federal or state law, or makes an assignment for the benefit of its creditors, or seeks or consents to or acquiesce in the appointment of a receiver, trustee or liquidator of Tenant or of all or a substantial part of its properties;

then, in any such event, Landlord, in addition to other rights and remedies it may have, shall have an immediate right to terminate this Lease upon the date specified in its notice of termination. In such event, Landlord shall also have an immediate right of re-entry and may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. No such re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease, or be construed as an election on its part to terminate this Lease.

b. Should Landlord elect to re-enter as herein provided or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises for any such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting including reasonable brokerage fees and reasonable attorneys' fees and costs of such alterations and repairs and dispossession proceedings; third, to the payment of Base Rent, additional rent and any other charges due and unpaid hereunder; and the residue, if any, shall become the property of the Tenant. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. In no event shall the Landlord be liable in any respect for failure to collect the rent thereunder.

c. Notwithstanding any such reletting without termination, if a default or breach set forth above has occurred and is continuing, Landlord may at any time thereafter, elect to terminate this Lease for such default or breach. Should Landlord at any time terminate this Lease for any default or breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such default or breach including the cost of recovering the Premises, reasonable attorneys' fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In case suit shall be brought for recovery of possession of the Premises, or for the recovery of rent or any other amount due under the provisions of this Lease, or because of

the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established and be continuing, Tenant shall pay to Landlord all expenses incurred therefor, including reasonable attorneys' fees.

19. Landlord's Right to Self Help. If Tenant fails to keep the Premises in a reasonable state of repair, or if Tenant fails to keep and perform any of the other terms and conditions of this Lease on its part to be performed, and such default, except a default in the payment of rent, shall continue for a period of ten (10) days after written notice by Landlord to Tenant, or in the case of default which cannot with due diligence be cured within a ten (10) day period, if Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it is intended that in connection with a default not susceptible of being cured with due diligence within ten (10) days, the time of the Tenant within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence), Landlord shall have the right, in addition to any other remedies at law or in equity, to elect to perform such term or condition for Tenant by giving ten (10) days written notice of its intention to do so to Tenant after the expiration of said ten (10) day period (or such period as so extended). If Landlord shall so elect to perform Tenant's obligations hereunder as authorized in the preceding sentence, any reasonable expenditure by reason of such performance shall be payable by Tenant on demand with interest thereon at the rate of ten percent (10%) per annum or the highest legal rate, whichever is greater, from the date of such expenditure, as additional rent.

20. Inspection and Entry. Landlord shall have the reasonable right to inspect the Premises or enter upon the same for any lawful purpose at any time during the business hours of the day throughout the term of this Lease so long as the inspection and/or entry shall not unreasonably interfere with the conduct of Tenant's business operations at the Premises. Landlord or its agent shall have the right at any time during reasonable business hours, to show the Premises to any prospective purchaser and to place any notice or signs on the front of the Premises for sale. In addition and within three (3) months of the expiration of the term hereby granted or any renewal term, Landlord or its agent shall have the right to advertise and show the Premises to prospective tenants during reasonable business hours and to place notice or signs on the Premises offering the Premises for rent. All of the foregoing shall occur upon reasonable advance notice to Tenant.

21. Subordination. This Lease is, and shall be, subject to and subordinate to any and all loans and mortgages covering the fee of the Premises now existing or after made by Landlord and to all advances made or to be made thereon and to all renewals, modifications including increases in the principal amount, consolidations, replacements or extensions thereof and the lien of any such mortgage or mortgages shall be superior to all rights hereby or hereunder vested in the Tenant to the extent of the principal sums secured thereby and interest thereon.

22. Notices.

a. All notices, demands, offers and requests by either party to the other, unless otherwise specifically provided herein, shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, addressed to the parties hereto or delivered

in person to those named as follows or such other places they may from time to time designate by written notice:

If to Landlord: Jeff Ridgeway, Administrator
110 Fifth Street
Salem, NJ 08079

If to Tenant: Patricia J. Constantino
PathStone Corporation
78 W. Landis Ave., Suite C
Vineland, NJ 08360

With a copy to: PathStone Corporation
400 East Avenue
Rochester, NY 14607
Attn: General Counsel

b. Any notice which shall be given by mail as provided herein shall be deemed to have been given three business days after the date of mailing, irrespective of the date of receipt.

23. Governing Laws. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its choice of law principles.

24. No Waiver. Landlord and/or Tenant shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of Landlord and/or Tenant in refraining from so doing at any time or times. Further, the failure of Landlord and/or Tenant at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same and shall not be construed as a waiver or relinquishment for the future of any covenants, conditions or terms, but the same be and remain in full force and effect.

25. Amendments; Merger. All of the agreements, conditions, covenants, terms, warranties, understandings, obligations, limitations, representations and provisions of the leasing of the Premises are contained in writing herein, and none shall be implied, and no alterations, additions, variations, modifications, cancellations, terminations, discharges, or changes shall be valid unless made in writing and signed by all of the parties to this Lease.

26. Survival of Obligations. This Lease and all of the covenants, terms, conditions and provisions hereof shall be binding upon and inure to the benefit of the parties and their respective distributees, legal representatives, successors and assigns, except as expressly provided otherwise.

27. Option to Renew.

a. Provided that Tenant has duly performed all covenants, agreements, terms and conditions of this Lease both at the time of notice of intent to exercise and at commencement of the renewal term, Tenant shall have the option to renew this Lease for an addition term of one (1) year upon the terms and conditions of this Lease except for the rent stated below and the clauses relative to renewals. To exercise this option to renew, Tenant shall give Landlord notice in writing on or before February 28, 2019. If Tenant does not so notify the Landlord, then the Tenant holding over shall be deemed a Tenant from month to month only, upon the same terms and conditions as specified in this Lease, including, however, the increase in the Base Rent set forth in the next paragraph, unless different terms and conditions are imposed by Landlord prior to or after termination of the Lease.

b. Tenant shall pay to Landlord as an increased annual Base Rent during the renewal term an amount equal to the amount computed by multiplying the annualized amount set forth in Paragraph 3 by a fraction, the denominator of which shall be the Consumer Price Index (hereafter called "Index") for the month of January 2019 (the "Base Index") and the numerator of which shall be the Index for the last month of the initial term of the Lease, which annual rental shall be paid in equal monthly installments in advance on the first day of each month during the renewal term.

28. Sale of the Premises. The Landlord shall be free to sell the Premises and Property or any portion thereof to such third person or entity in accordance with the provisions of the New Jersey Land and Building Law. In such event, the Landlord may terminate this Lease and any and all rents not earned shall be returned by the Landlord to the Tenant.

29. Quiet Enjoyment. So long as the Tenant shall perform the terms, conditions and covenants of this Lease, the Tenant may peacefully and quietly hold, have and enjoy the Premises for the term thereof.

30. Surrender of Premises.

a. Tenant will, on the last day of the term hereof or upon an earlier termination of this Lease, surrender the Premises into the possession of the Landlord in good order, condition and repair, reasonable wear and tear excepted.

b. All trade fixtures furnished by and located at or installed in the Premises by Tenant may be removed by Tenant at or prior to the termination of this Lease provided, however, that Tenant shall repair or pay the cost to repair any damage arising from such removal.

31. Failure to Give Possession. Landlord shall not be liable for failure to give possession of the Premises upon commencement date by reason of the fact that Premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the herein shall not be extended.

IN WITNESS WHEREOF, the undersigned have caused this Lease Agreement to be signed as of the date first written above.

LANDLORD: THE COUNTY OF SALEM

By: 
Its: _____

TENANT: PATHSTONE CORPORATION

By: 
Its: _____

New Location Information Worksheet

5/1/2018

Location Owner Name: County of Salem

Location Address: 98 Market Street, Salem NJ

Date entity formed: 1727 Purchase or Closing Date: NA

Ownership (who and %) 100

Replacement Cost \$ 1,500,000 Purchase Price NA

Business Pers Property \$ Rental Income NA

Parking lot? Yes or No If yes area:

of Buildings: 6 # of Stories: 1 # of Stories: 2

Square Footage by Building: 12,000 Square Footage you occupy:

Material of wall construction: Wood or Masonry Structural Supports: Wood or Metal

Material of roof construction: Corrugated Steel/Rubber Flat or Peaked roof: Flat or Peaked

Year built: 1910 Sprinkler System: Yes or No

Burglar / Fire Alarms: Yes or No Central station reporting: Yes or No

Heating method: Gas

Occupancy type: Office / Retail / Apartment / Manufacturing / Warehouse

% of Building Occupied: 30% # of Apartment Units:

Name of Tenants (incl % of bldg occupying): GED, ParkStone, Pros.

Salem County Coordinating Counsel M. Mulligan Esq.

Salem County Department of Workforce Development

Building Improvements: Wiring - Yr: ? Roofing - Yr: 1999 Plumbing - Yr: ? Heating - Yr: 2012

Any Renovation planned? Roof Yes or No If yes, Cost and Details \$ 125,000

Construction Lender(s): NA

Lender Address: NA

Mortgage Lender(s): NA

Lender Address: NA

Please include a copy Lender Insurance requirements

Date Adopted

Committee

May 16, 2018

Administrative

**ADOPTION FOR CALENDAR YEAR 2018
RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a county shall limit any increase in said budget to 0.5% unless authorized by resolution to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15b provides that a county may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Board of Chosen Freeholders of the County of Salem finds it advisable and necessary to increase its CY 2018 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Board of Chosen Freeholders hereby determines that a 3.5 % increase in the budget for said year, amounting to \$978,120.16 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

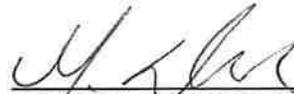
WHEREAS, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Board of Chosen Freeholders of the County of Salem, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2018 budget year, the final appropriations of the County of Salem shall, in accordance with this resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to \$978,120.16, and that the CY 2018 county budget for the County of Salem be approved and adopted in accordance with this resolution; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this resolution as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.



MELISSA L. DECASTRO, Freeholder Director
Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on Wednesday, May 16, 2018.



STACY PENNINGTON
Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓					✓
C. Hassler	✓				✓	
B. Laury	✓					
S. Griscom	✓					
M. DeCastro	✓					

✓ Indicates Vote

Department Initials

Date Adopted
May 16, 2018

Committee
Administrative

RESOLUTION FOR ADDITIONAL APPROPRIATIONS IN THE TEMPORARY BUDGET FOR 2018

WHEREAS, a condition has arisen with respect to the County of Salem and the appropriation of funds when budget dates have been extended until final adoption of the budget pursuant to N.J.S. 40A:4-19.1; and

WHEREAS, an additional \$210,658.35 is required to be included in the following line items of the temporary budget:

See Attached Schedule

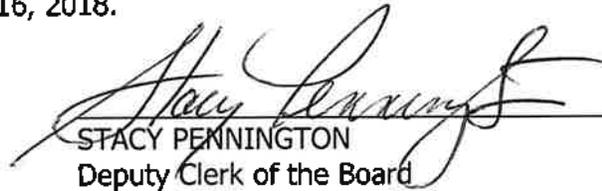
NOW THEREFORE, BE IT RESOLVED that in accordance with N.J.S. 40A:4-19.1:

1. Temporary appropriation is hereby made in the total amount of \$210,658.35.
2. That one certified copy of this resolution will be filed with the Director of Local Government Services.



MELISSA L. DECASTRO, Freeholder Director
Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on Wednesday, May 16, 2018.



STACY PENNINGTON
Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓					✓
C. Hassler	✓				✓	
B. Laury	✓					
S. Griscom	✓					
M. DeCastro	✓					

✓ Indicates Vote

Department Initials _____

ADDITIONAL APPROPRIATIONS RESOLUTION ATTACHMENT MAY 16, 2018

GENERAL APPROPRIATIONS

County Counsel Misc	68,700.00
Labor Counsel Misc	13,000.00
Workers Compensation Misc	71,000.00
Comm Bus Serv Misc	45,250.00
County Special Services School Districts Misc	12,708.35
	<u>210,658.35</u>

PUBLIC AND PRIVATE PROGRAMS OFFSET BY REVENUES

18 YSCJJC PARTNERSHIP	200,966.00
18 FAMILY COURT	100,261.00
2018 COUNTY AID PROGRAM ATP	4,842,538.00
	<u>5,143,765.00</u>



Date Adopted

Committee

May 16, 2018

Administration

RESOLUTION AWARDING CONTRACT FOR LIMITED ARCHITECTURAL SERVICES FOR THE COUNTY OF SALEM

WHEREAS, the Salem County Board of Chosen Freeholders has determined that a need exists for Limited Architectural Services to assist with N.J. Judiciary, Cumberland/Gloucester/Salem Vicinage vs. Salem County Board of Chosen Freeholders (Docket No: BUR-L-1707-17), and

WHEREAS, it has been determined that **R2Architects** can provide expert legal services in this case as recommended by County Counsel; and

WHEREAS, pursuant to New Jersey State Law N.J.S.A. 40A:11-5(1)(a), the County of Salem may negotiate and award a contract without public advertising for bids if the subject matter thereof consists of Professional Expert Legal Services, hence **R2Architects** has completed a Business Entity Disclosure Certificate and Political Contribution Disclosure Form stating that they have not made any reportable contributions to a political or candidate committee in the County of Salem in the previous year, and that the contract will prohibit them from making any contributions through the term of this agreement; and

WHEREAS, all payments shall be made on a monthly basis for services rendered on this matter for the County of Salem; and

WHEREAS, the Salem County Treasurer has certified that the funding for this contract shall be encumbered in accordance with N.J.A.C. 50:30-5.4 and this agreement shall be further contingent upon the availability and appropriations for sufficient funds for this purpose in the County's temporary and/or permanent budget for 2018 and 2019.

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

1. The Board of Chosen Freeholders of the County of Salem hereby awards a contract for the position of Limited Architectural Services, Salem County Courthouse, Phase I Planning, Conceptual Design, and Administrative Assistance Services subject to the review of the County Solicitor, to **R2 Architects 110 Kresson-Gibbsboro Road, Suite 8, Voorhees, NJ 08043 for a cost not-to-exceed \$68,700 (Sixty-Eight Thousand, Seven Hundred Dollars and Zero Cents)**. The contract period shall commence May 11, 2018 and terminate December 31, 2018. This shall be completed in full accordance with the terms and conditions of the contract.
2. The Freeholder Director and the Clerk of the Board shall be authorized to execute said contract upon compliance by the firm with all requirements and specifications.
3. Notice of award of said contract shall be published in the "South Jersey Times" as required by law.



 MELISSA L. DECASTRO, Freeholder Director
 Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on May 16, 2018.


 STACY L. PENNINGTON
 Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓					
C. Hassler	✓					✓
B. Laury	✓				✓	
S. Griscom	✓					
M. DeCastro	✓					

✓ Indicates Vote

Department Initials _____



CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

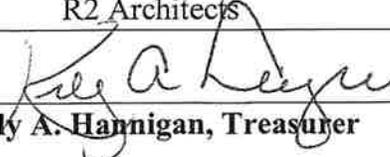
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Kelly A. Hannigan, Treasurer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$68,700
ACCOUNT NAME:	County Counsel-Consultant Expenses
ACCOUNT #:	8-01-20-155-101-218
FOR:	Limited Architectural Services
	Docket BUR-L-1707-17
	NJ Judiciary C/G/S Vicinage vs. Salem County Board of Chosen Freeholders
DATE:	May 16, 2018
VENDOR:	R2 Architects



Kelly A. Hannigan, Treasurer



Date Adopted

Committee

May 16, 2018

Administrative

RESOLUTION AUTHORIZING EXECUTIVE SESSION COUNTY OF SALEM

Resolution Providing for a Meeting Not Open to the Public in Accordance With the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12

WHEREAS, the County of Salem is subject to certain requirements of the *Open Public Meetings Act, N.J.S.A. 10:4-6.*, et seq.; and

WHEREAS, the *Open Public Meetings Act, N.J.S.A. 10:4-12*, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the County of Salem Board of Chosen Freeholders to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designed below:

_____ **1. Matters Required by Law to be Confidential:** Any matter which, by express provision of Federal Law or State statute or rule of court shall be rendered confidential or excluded from the provisions of Open Public Meetings Act.

_____ **2. Matters Where the Release of Information Would Impair the Right to Receive Funds:** Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

_____ **3. Matters Involving Individual Privacy:** Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

 X **4. Matters Relating to Collective Bargaining Agreements:** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

_____ **5. Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:** Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

_____ **6. Matters Relating to Public Safety and Property:** Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

 X **7. Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:** Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

8. Matters Relating to the Employment Relationship: Any matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

 9. Matters Relating to the Possible Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility; and

WHEREAS, it is necessary to go into closed session to discuss certain matters relating to the items as permitted by N.J.S.A. 10:4-12b

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Salem will go into closed session to discuss the following:

1. Matters Relating to Collective Bargaining Agreements
2. Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege

After which the public meeting will reconvene. It is anticipated that the deliberations conducted in closed sessions may be disclosed to the public upon the determination of the Board of Chosen Freeholders that the public interest will no longer be served by such confidentiality.



 MELISSA L. DECASTRO, Freeholder Director
 Board of Chosen Freeholders

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on May 16, 2018.



 STACY L. PENNINGTON
 Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓					
C. Hassler	✓				✓	
B. Laury	✓					
S. Griscom	✓					
M. DeCastro	✓					

✓ Indicates Vote

Department Initials _____



Date Adopted

Committee

May 16, 2018

Agricultural/ Tourism

**Resolution Authorizing the Proposed Acquisition of a Development Easement on Barry and Joanne Tice Farm
Upper Pittsgrove Township**

WHEREAS, the Salem County Agriculture Development Board submitted a Planning Incentive Grant (PIG) application to the State Agriculture Development Committee (SADC), pursuant to the State Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et. Seq., the Planning Incentive Grant Program, N.J.S.A. 4:1C-43.1, and the regulations thereunder; and

WHEREAS, the application provided for the proposed acquisition of a Development Easement on the property owned by Barry and Joanne Tice and designated on the municipal tax map as Block 53, Lot 13 in the Township of Upper Pittsgrove, County of Salem, State of New Jersey; and

WHEREAS, the State Agriculture Development Committee certified the fair market value of the development easement pursuant to N.J.A.C. 2:76-7.14 at \$5,500 per acre on October 26, 2017. The estimated cost sharing breakdown for the acquisition of the development easement is as follows (based on an estimated 42 net acres), subject to (a) the actual acreage to be covered by the development easement per the final survey which conforms to the farmland preservation program requirements, and (b) any additional adjustments pursuant to the State statute rule, regulation or policy:

State Agriculture Development Committee	\$	138,600.00
Salem County	\$	46,200.00
Upper Pittsgrove	\$	46,200.00
Total	\$	231,000.00

WHEREAS, the Salem County Agriculture Development Board gave final approval to the proposed acquisition of a development easement on the Barry and Joanne Tice Farm, Block 53, Lot 13 in the township of Upper Pittsgrove, on approximately 42 net acres at its April 25, 2018 meeting and is subject to the following:

- (a) The conveyance of a development easement which shall provide for the following:
 1. Exception: None
 2. Non-Agricultural use(s): None
 3. Dwellings: One (1) – Existing duplex which can continue or be replaced with a single family home
 4. Residual Dwelling Site Opportunities: None

NOW THEREFORE BE IT RESOLVED, that the Salem County Board of Chosen Freeholders authorizes the proposed acquisition of a development easement on the Barry and Joanne Tice Farm in an amount of approximately \$46,200.00.



LEE R. WARE, Freeholder
Chairman, Transportation, Agriculture Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on May 16, 2018.



STACY L. PENNINGTON
Deputy Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓				✓	
C. Hassler	✓					
B. Laury	✓					✓
S. Griscorn	✓					
M. DeCastro	✓					

✓ Indicates Vote

Department Initials

KA



CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

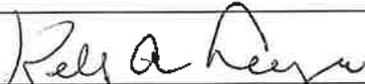
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Kelly A. Hannigan, Treasurer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	Approximately \$46,200.00
ACCOUNT NAME:	Farmland/Open Space Trust
ACCOUNT #:	C-04-55-831-004-903
FOR:	Easement – Tice Farm – Upper Pittsgrove Township
DATE:	5/1/18
VENDOR:	West Jersey Title



Kelly A. Hannigan, Treasurer

Date Adopted May 16, 2018 Committee Agricultural/ Tourism

Resolution Authorizing the Proposed Acquisition of a Development Easement on Scott Ambruster Farm Upper Pittsgrove Township

WHEREAS, the Salem County Agriculture Development Board submitted a Planning Incentive Grant (PIG) application to the State Agriculture Development Committee (SADC), pursuant to the State Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et. Seq., the Planning Incentive Grant Program, N.J.S.A. 4:1C-43.1, and the regulations thereunder; and

WHEREAS, the application provided for the proposed acquisition of a Development Easement on the property owned by Scott Ambruster and designated on the municipal tax map as Block 11, Lot 3 in the Township of Upper Pittsgrove, County of Salem, State of New Jersey; and

WHEREAS, the State Agriculture Development Committee certified the fair market value of the development easement pursuant to N.J.A.C. 2:76-7.14 at \$5,950 per acre on October 26, 2017. The estimated cost sharing breakdown for the acquisition of the development easement is as follows (based on an estimated 25.75 net acres), subject to (a) the actual acreage to be covered by the development easement per the final survey which conforms to the farmland preservation program requirements, and (b) any additional adjustments pursuant to the State statute rule, regulation or policy:

State Agriculture Development Committee	\$	91,927.50
Salem County	\$	30,642.50
Upper Pittsgrove	\$	30,642.50
Total	\$	153,212.50

WHEREAS, the Salem County Agriculture Development Board gave final approval to the proposed acquisition of a development easement on the Scott Ambruster Farm, Block 11, Lot 3 in the township of Upper Pittsgrove, on approximately 25.75 net acres at its April 25, 2018 meeting and is subject to the following:

- (a) The conveyance of a development easement which shall provide for the following:
 1. Exception: One (1) Three (3) acre severable exception with existing house and outbuildings
 2. Non-Agricultural use(s): None
 3. Dwellings: One (1) on proposed easement area
 4. Residual Dwelling Site Opportunities: None

NOW THEREFORE BE IT RESOLVED, that the Salem County Board of Chosen Freeholders authorizes the proposed acquisition of a development easement on the Scott Ambruster Farm in an amount of approximately \$30,642.50.



LEE R. WARE, Freeholder
Chairman, Transportation, Agriculture Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on *May 14* 2018.



BRENDA P. BANKS
Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓				✓	
C. Hassler	✓					
B. Laury	✓					✓
S. Griscom	✓					
M. DeCastro	✓					

✓ Indicates Vote

Department Initials KA



CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

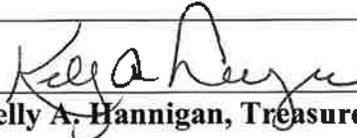
This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period.*

I, **Kelly A. Hannigan, Treasurer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	Approximately \$30,642.50
ACCOUNT NAME:	Farmland/Open Space Trust
ACCOUNT #:	C-04-55-831-004-903
FOR:	Easement on Scott Ambruster Farm – Upper Pittsgrove
DATE:	May 8, 2018
VENDOR:	West Jersey Title


Kelly A. Hannigan, Treasurer



Date Adopted

May 16, 2018

Committee
Economic Development/
Public Works

**RESOLUTION AWARDING A CONTRACT FOR THE
2015 COUNTY AID ROAD PROGRAM
FOR THE COUNTY OF SALEM**

WHEREAS, the Board of Chosen Freeholders of Salem County publicly advertised this Project and is in full compliance with the Public Contract Laws; and

WHEREAS, bids were received for the **"2015 COUNTY AID ROAD PROGRAM FOR THE COUNTY OF SALEM"** on Tuesday, May 1, 2018 at 11:30 AM; and

WHEREAS, provisions were made in the Specifications to Award the Contract to the **LOWEST TOTAL AMOUNT BID** to the best interest of the County of Salem; and

WHEREAS, **"RICHARD E. PIERSON CONSTRUCTION COMPANY, INC."** of **WOODSTOWN, NEW JERSEY** did the submit the Lowest Total Amount Bid, as per the attached "Summary of Bids"; and

WHEREAS, the Salem County Engineer has reviewed the bid documents and recommends approval of this project to **"RICHARD E. PIERSON CONSTRUCTION COMPANY, INC."** of **WOODSTOWN, NEW JERSEY**; and

WHEREAS, the Salem County Treasurer has Certified that funding for this Contract in 2018 shall be encumbered in accordance with N.J.A.C. 5:30-5.4 and this Contract shall be further contingent upon the availability and appropriation of sufficient funds contained in the 2018 Budget of the County of Salem under the item: **2015 COUNTY AID ROAD PROGRAM, Account #G-02-41-764-15A-303**

NOW, THEREFORE, BE IT RESOLVED that a Contract be Awarded subject to the review and approval of the County Solicitor to said **"RICHARD E. PIERSON CONSTRUCTION COMPANY, INC."** for the **"2015 COUNTY AID ROAD PROGRAM FOR THE COUNTY OF SALEM"** for their Total Amount Bid for the **BASE BID ONLY** of **TWO MILLION, SEVENTY-SEVEN THOUSAND, FOUR HUNDRED, THIRTY-FIVE DOLLARS AND EIGHTY-THREE CENTS (\$2,077,435.83)** subject to the approval of the Commissioner of the New Jersey Department of Transportation; and

BE IT FURTHER RESOLVED that the Director of the Board sign the Contract Documents and the Clerk of the Board attest to same on behalf of this Board of Chosen Freeholders upon compliance by **“RICHARD E. PIERSON CONSTRUCTION COMPANY, INC.”** with the Bond and Insurance requirements of the Specifications.

CHARLES V. HASSLER, Deputy Freeholder Director
Chair, Economic Development/ Public Works Committee

I hereby certify the foregoing to be a true resolution adopted by the Board of Chosen Freeholders of the County of Salem on WEDNESDAY, MAY 16, 2018.

STACY PENNINGTON
Deputy, Clerk of the Board

RECORD OF VOTE

FREEHOLDER	AYE	NAY	ABSTAIN	ABSENT	RESOLUTION MOVED	RESOLUTION SECONDED
L. Ware	✓					
C. Hassler	✓				✓	
B. Laury	✓					
S. Griscom	✓					✓
M. DeCastro	✓					

✓ Indicates Vote

DFord

CERTIFICATION OF AVAILABILITY OF FUNDS

NOTE TO COUNTY DEPARTMENTS: This form is to be prepared by each department entering into a contract with a vendor when a resolution is required to be adopted by the Board of Chosen Freeholders of the County of Salem.

This form must accompany the resolution, and must be submitted with the resolution to the Finance Officer for approval by the Finance Officer at least one week prior to the Freeholder meeting at which it will be presented for adoption.

The contract/agreement between the County and the vendor shall be further contingent upon availability and appropriation of sufficient funds for this purpose in the County's Temporary and Permanent Budget. *If grant funds are utilized, this contract/agreement is further contingent upon the grants funds availability during the appropriate grant period*

I, **Kelly Hannigan, County Treasurer** of the County of Salem, hereby certify in accordance with **Section 5:34-5 of the Local Public Contracts Guidelines and Local Public Contracts Regulations** that adequate funds for the contract listed below are available.

I further certify that the funds are contained in the **OFFICIAL BUDGET** of the County of Salem under the item listed below.

AMOUNT:	\$2,077,435.83
ACCOUNT NAME:	2015 COUNTY AID IMPROVEMENT PROGRAM
ACCOUNT #:	G-02-41-764-15A-303
If this is an extension of a grant, the letter from the grantor agency approving the extension must be attached to this form in order for this to be approved by the CFO.	
FOR: 2015 COUNTY AID ROAD PROGRAM FOR THE COUNTY OF SALEM – BASE BID ONLY; Salem County Contract #18-1400	
DATE:	MAY 8, 2018
VENDOR:	“RICHARD E. PIERSON CONSTRUCTION COMPANY, INC.” OF WOODSTOWN, NEW JERSEY



KELLY HANNIGAN, COUNTY TREASURER

**SUMMARY OF BIDS
2015 COUNTY AID ROAD PROGRAM
FOR THE COUNTY OF SALEM**

		South State, Inc. Post Office Box 68 Bridgeton, New Jersey 08302			*Richard E. Pierson Construction Co., Inc. Post Office Box 430 Woodstown, New Jersey 08098	
BASE BID						
Item No.	Description	Quantity	Unit Price	Total	Unit Price	Total
1.	Mobilization	LUMP SUM	\$200,000.00	\$200,000.00	\$65,000.00	\$65,000.00
2.	Construction Layout	LUMP SUM	\$6,000.00	6,000.00	\$8,000.00	8,000.00
3.	Temporary Soil Erosion and Sediment Control	LUMP SUM	\$0.01	0.01	\$1,000.00	1,000.00
4.	Clearing Site	LUMP SUM	\$25,000.00	25,000.00	\$21,000.00	21,000.00
5.	Construction Signs	300 S.F.	\$0.01	3.00	\$0.01	3.00
6.	Traffic Cone	100 UNITS	\$0.01	1.00	\$0.01	1.00
7.	Drums	40 UNITS	\$0.01	0.40	\$0.01	0.40
8.	Breakaway Barricades	40 UNITS	\$0.01	0.40	\$0.01	0.40
9.	Traffic Director/Flaggers	100 MANHOURS	\$67.78	6,778.00	\$67.78	6,778.00
10.	Flashing Arrow Board, 4' x 8'	2 UNITS	\$0.01	0.02	\$0.01	0.02
11.	Traffic Control Truck with Mounted Crash Cushion	1 UNIT	\$1,000.00	1,000.00	\$1,000.00	1,000.00
12.	Removal of Concrete Roadway	100 S.Y.	\$80.00	8,000.00	\$50.00	5,000.00
13.	Hot Mix Asphalt Milling, 3" or Less	89,500 S.Y.	\$3.00	268,500.00	\$4.00	358,000.00
14.	Profile Milling, 0" to 2" Depth	8,900 S.Y.	\$5.00	44,500.00	\$5.00	44,500.00
15.	HMA Pavement Repair, 25M64 Base Course, 3" Thick	2,000 S.Y.	\$65.00	130,000.00	\$74.00	148,000.00
16.	HMA 12.5M64 Surface Course, 2" Thick	106,200 S.Y.	\$10.00	1,062,000.00	\$9.25	982,350.00
17.	HMA 12.5M64 Leveling Course, Variable Thickness	2,000 TONS	\$0.01	20.00	\$0.01	20.00
18.	HMA 25M64 Base Course, 3" Thick	50 TONS	\$100.00	5,000.00	\$100.00	5,000.00
19.	Sawing & Sealing of Joints in HMA Overlay	11,400 L.F.	\$2.00	22,800.00	\$4.00	45,600.00
20.	Replacement Concrete Vertical Curb	60 L.F.	\$60.00	3,600.00	\$100.00	6,000.00
21.	Replacement Monolithic Concrete Curb & Gutter	500 L.F.	\$45.00	22,500.00	\$65.00	32,500.00
22.	Replacement Concrete Sidewalk, 4" Thick	500 S.Y.	\$110.00	55,000.00	\$115.00	57,500.00
23.	Detectable Warning Surface	40 S.Y.	\$275.00	11,000.00	\$200.00	8,000.00
24.	Full Depth Concrete Pavement Repair, HMA	200 S.Y.	\$150.00	30,000.00	\$70.00	14,000.00
25.	Traffic Stripes, Long Life Thermoplastic, 4" Wide	98,800 L.F.	\$0.61	60,268.00	\$0.57	56,316.00
26.	Traffic Stripes, Long Life Thermoplastic, 6" Wide	90 L.F.	\$1.28	115.20	\$1.20	108.00
27.	Traffic Stripes, Long Life Thermoplastic, 8" Wide	1,000 L.F.	\$1.71	1,710.00	\$1.60	1,600.00
28.	Traffic Stripes, Long Life Thermoplastic, 24" Wide	1,000 L.F.	\$5.00	5,000.00	\$4.80	4,800.00
29.	Pavement Markings	70 S.F.	\$6.10	427.00	\$5.70	399.00
30.	Rumble Strip (Thermoplastic)	100 L.F.	\$3.85	385.00	\$3.60	360.00
31.	Bi-Directional Raised Pavement Markers Amber Lens	500 UNITS	\$28.00	14,000.00	\$26.50	13,250.00
32.	Reset Casting	20 UNITS	\$0.01	0.20	\$300.00	6,000.00
33.	Reset Water Valve Boxes	15 UNITS	\$0.01	0.15	\$70.00	1,050.00
34.	Inlet Head, Type 'N-ECO'	35 UNITS	\$0.01	0.35	\$400.00	14,000.00
35.	Bicycle Safe Grate	35 UNITS	\$0.01	0.35	\$300.00	10,500.00
36.	Inlet Repair	35 UNITS	\$0.01	0.35	\$600.00	21,000.00
37.	Regulatory and Warning Signs	20 UNITS	\$250.00	5,000.00	\$38.00	760.00
38.	Replacement of Loop Detector Leads	500 L.F.	\$30.00	15,000.00	\$25.00	12,500.00
39.	Beam Guide Rail	110 L.F.	\$20.00	2,200.00	\$24.00	2,640.00
40.	Beam Guide Rail End Treatments	16 UNITS	\$2,500.00	40,000.00	\$3,000.00	48,000.00
41.	Beam Guide Rail Block Out	50 UNITS	\$35.00	1,750.00	\$29.00	1,450.00
42.	Turf Repair Strip	500 L.F.	\$10.00	5,000.00	\$10.00	5,000.00

**SUMMARY OF BIDS
2015 COUNTY AID ROAD PROGRAM
FOR THE COUNTY OF SALEM**

South State, Inc.
Post Office Box 68
Bridgeton, New Jersey
08302

*Richard E. Pierson
Construction Co., Inc.
Post Office Box 430
Woodstown, New Jersey
08098

BASE BID

Item No.	Description	Quantity	Unit Price	Total	Unit Price	Total
43.	No Bid Item	-----	-----	-----	-----	-----
44.	No Bid Item	-----	-----	-----	-----	-----
45.	Sign and Post (R1-6a)	9 UNITS	\$160.00	\$1,440.00	\$50.00	\$450.00
46.	Sign and Post (W11-2 & W16-9P)	10 UNITS	\$300.00	3,000.00	\$50.00	500.00
47.	Replacement Concrete Driveway Apron, 6" Thick, (Reinforced)	50 S.Y.	\$120.00	6,000.00	\$120.00	6,000.00
48.	Hot Mix Asphalt 9.5M64 Surface Course, 3" Thick (Driveways)	200 S.Y.	\$50.00	10,000.00	\$26.00	5,200.00
49.	Driveway Restoration, Stone (In-Kind)	200 S.Y.	\$25.00	5,000.00	\$27.00	5,400.00
50.	Driveway Restoration, Dense Graded Aggregate, 4" Thick	100 S.Y.	\$40.00	4,000.00	\$47.00	4,700.00
51.	Final Clean Up	LUMP SUM	\$0.01	0.01	\$0.01	0.01
52.	Asphalt Price Adjustment	1 ALLOWANCE	\$37,200.00	37,200.00	\$37,200.00	37,200.00
53.	Fuel Price Adjustment	1 ALLOWANCE	\$9,000.00	9,000.00	\$9,000.00	9,000.00
BASE BID TOTAL BID AMOUNT				\$2,128,199.44		\$2,077,435.83

ALTERNATE A

Item No.	Description	Quantity	Unit Price	Total	Unit Price	Total
A-1.	Mobilization	LUMP SUM	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
A-2.	Construction Layout	LUMP SUM	\$100.00	100.00	\$100.00	100.00
A-3.	Temporary Soil Erosion and Sediment Control	LUMP SUM	\$1.00	1.00	\$0.01	0.01
A-4.	Clearing Site	LUMP SUM	\$5,000.00	5,000.00	\$5,000.00	5,000.00
A-5.	Construction Signs	200 S.F.	\$10.00	2,000.00	\$10.00	2,000.00
A-6.	Traffic Cone	50 UNITS	\$0.01	0.50	\$0.01	0.50
A-7.	Drums	25 UNITS	\$0.01	0.25	\$0.01	0.25
A-8.	Breakaway Barricades	25 UNITS	\$0.01	0.25	\$0.01	0.25
A-9.	Traffic Director/Flaggers	40 MANHOURS	\$67.78	2,711.20	\$67.78	2,711.20
A-10.	Flashing Arrow Board, 4' x 8'	2 UNITS	\$1.00	2.00	\$1.00	2.00
A-11.	Traffic Control Truck with Mounted Crash Cushion	1 UNIT	\$500.00	500.00	\$500.00	500.00
A-12.	No Bid Item	-----	-----	-----	-----	-----
A-13.	Hot Mix Asphalt Milling, 3" or Less	11,700 S.Y.	\$3.85	45,045.00	\$3.85	45,045.00
A-14.	No Bid Item	-----	-----	-----	-----	-----
A-15.	HMA Pavement Repair, 25M64 Base Course, 9" Thick	3,100 S.Y.	\$45.00	139,500.00	\$45.00	139,500.00
A-16.	HMA 12.5M64 Surface Course, 2" Thick	11,700 S.Y.	\$8.55	100,035.00	\$8.55	100,035.00
A-17.	HMA 12.5M64 Leveling Course, Variable Thickness	150 TONS	\$85.00	12,750.00	\$85.00	12,750.00
A-18.	HMA 25M64 Base Course, 9" Thick	50 TONS	\$50.00	2,500.00	\$50.00	2,500.00
A-19.	No Bid Item	-----	-----	-----	-----	-----
A-20.	No Bid Item	-----	-----	-----	-----	-----
A-21.	No Bid Item	-----	-----	-----	-----	-----
A-22.	Traffic Stripes, Long Life Thermoplastic, 4" Wide	9,600 L.F.	\$0.61	5,856.00	\$0.57	5,472.00
A-23.	No Bid	-----	-----	-----	-----	-----
A-24.	Traffic Stripes, Long Life Thermoplastic, 24" Wide	40 L.F.	\$5.00	200.00	\$4.60	184.00
A-25.	No Bid	-----	-----	-----	-----	-----
A-26.	Bi-Directional Raised Pavement Markers (Amber)	75 UNITS	\$28.00	2,100.00	\$27.00	2,025.00
A-27.	No Bid Item	-----	-----	-----	-----	-----