

MCGARRY CONTRACTORS

167 Hazen Rd.

Office 908-850-5292

Hackettstown, NJ 07840

License#13VHO2137000

mcgarrycontractors@comcast.net

Customer: Mansfield Twp.

Phone: 908-625-0645 Joe

100 Port Murray Rd.

Port Murray, NJ 07865

Date: 7-20-15

RE: Mt. Bethel Church

We propose hereby to furnish material and labor, complete in Accordance with specifications below, for the sum of: \$1,300.00 \$1,300.00 when job is completed.

RE: Tarp roof

Repair existing tarp where ripping loose near left side ridge by installing new tarp along ridge area.

Notice to Consumer- You may cancel this contract at any time before midnight of the third business day after receiving a copy of the contract. If you wish to cancel this contract, you must either:

1. Send a signed and dated written notice of cancellation by registered or certified mail, or
2. Personally deliver a signed and dated written notice of cancellation to-

McGarry Contractors - William McGarry 167 Hazen Rd., Hackettstown, NJ 07840

Acceptance of Proposal- The above price, specifications and conditions are satisfactory and are accepted. You are authorized to do the work specified.

Payment will be made by Signature: _____ Date: _____

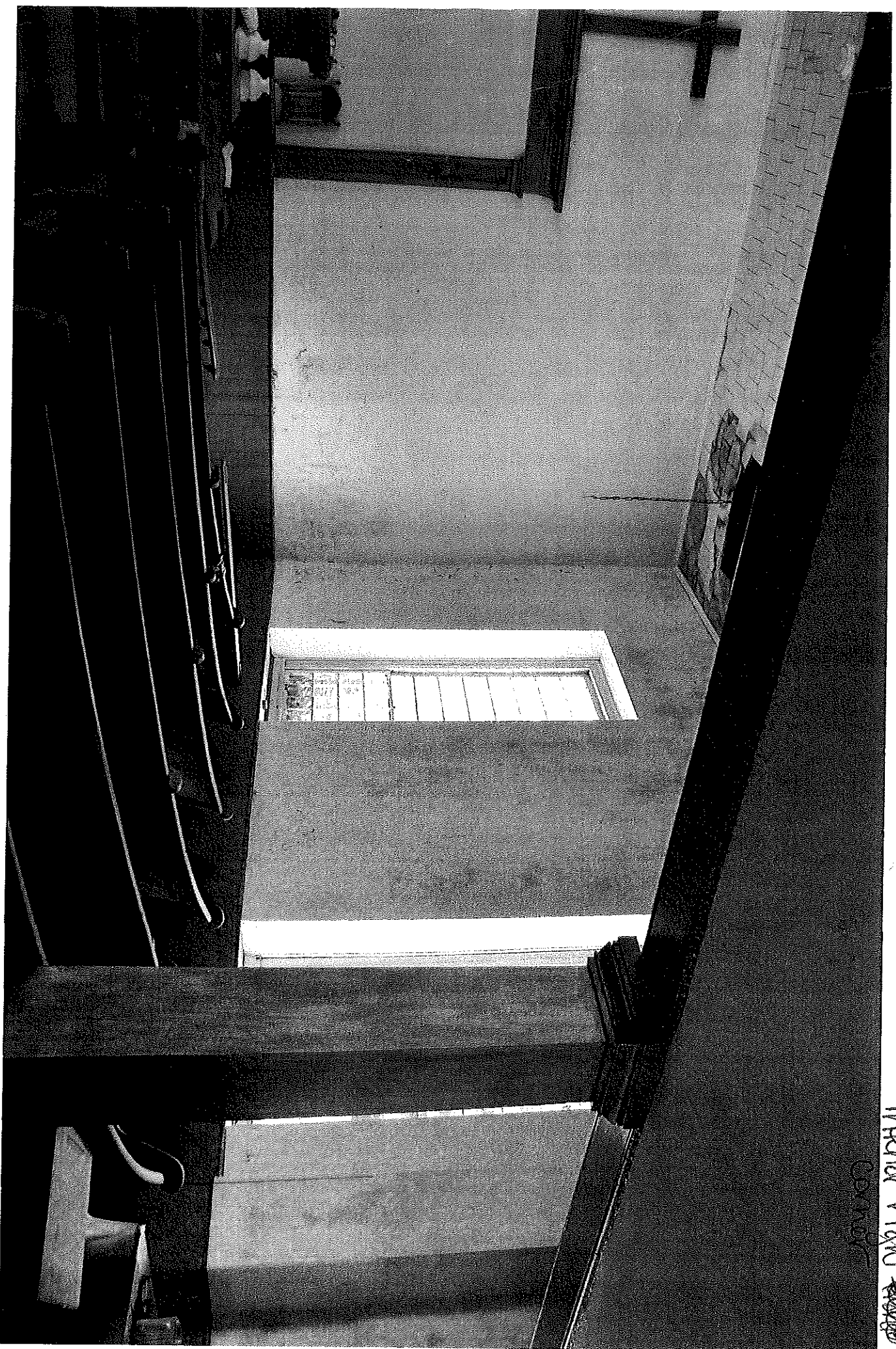
Print Name: _____

Contractor: William McGarry Date: 7-20-15

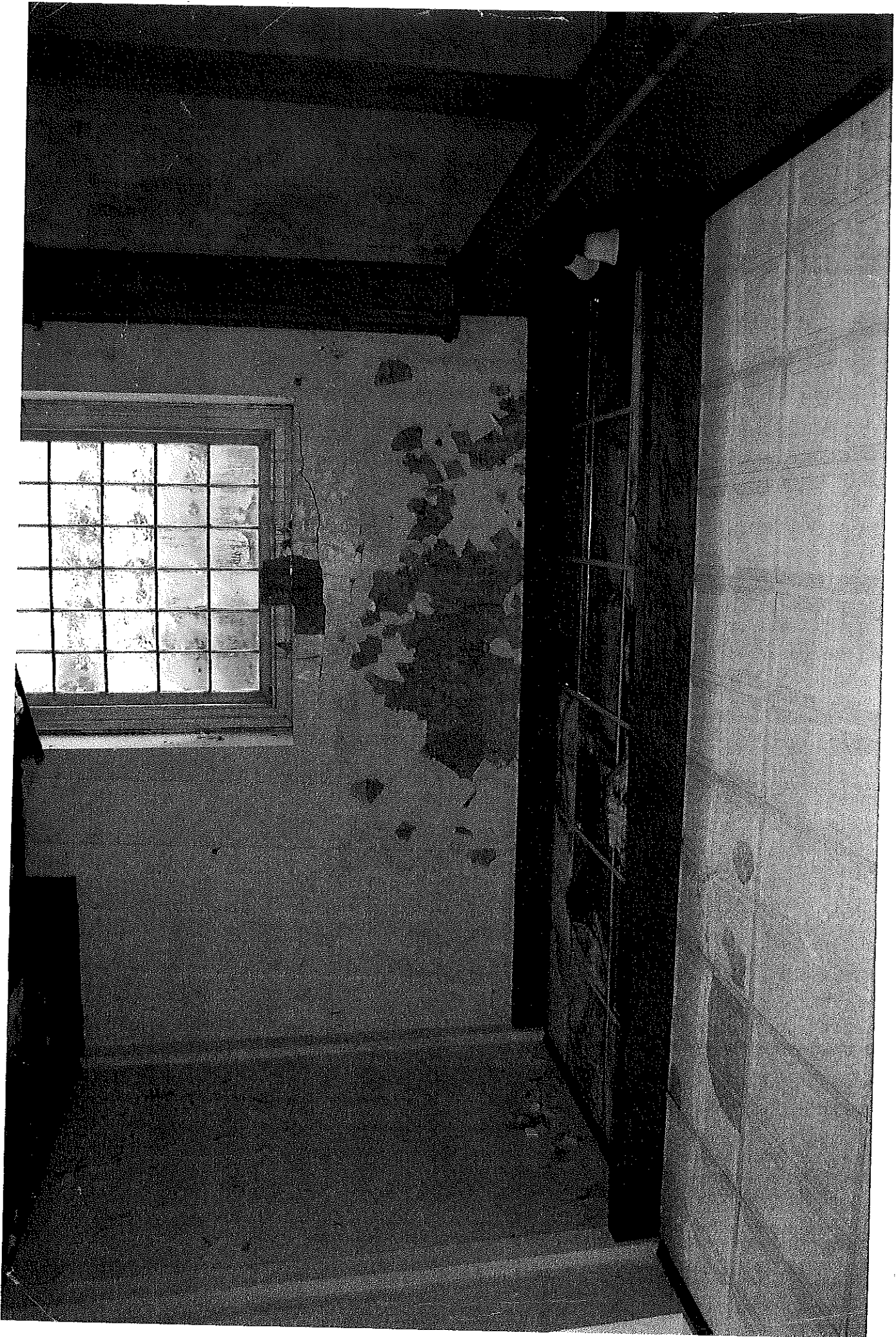
Print Name: William McGarry



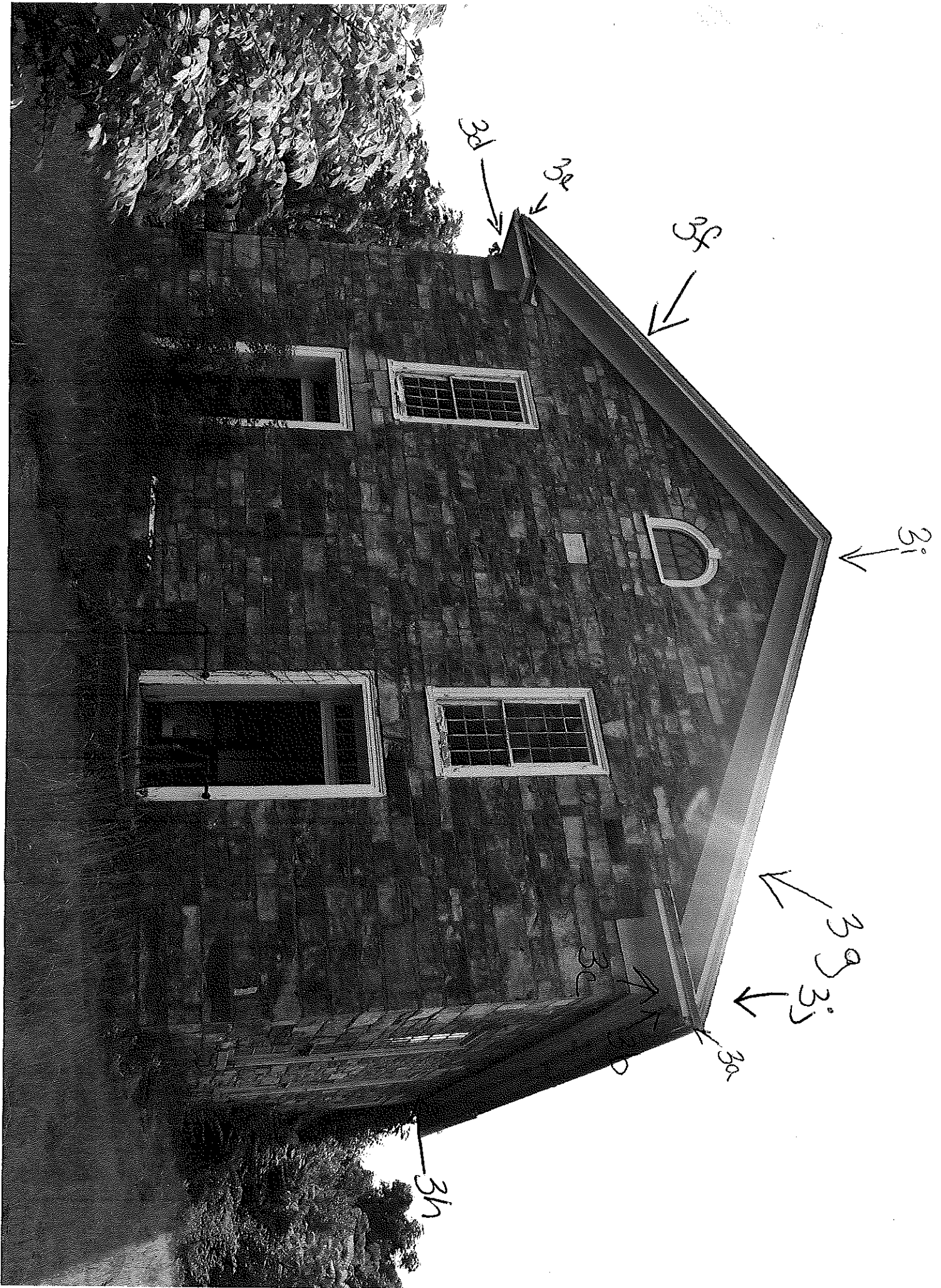
31-Interior roof



3n
interior right ~~corner~~ rear
corner



35 - interior right
front corner



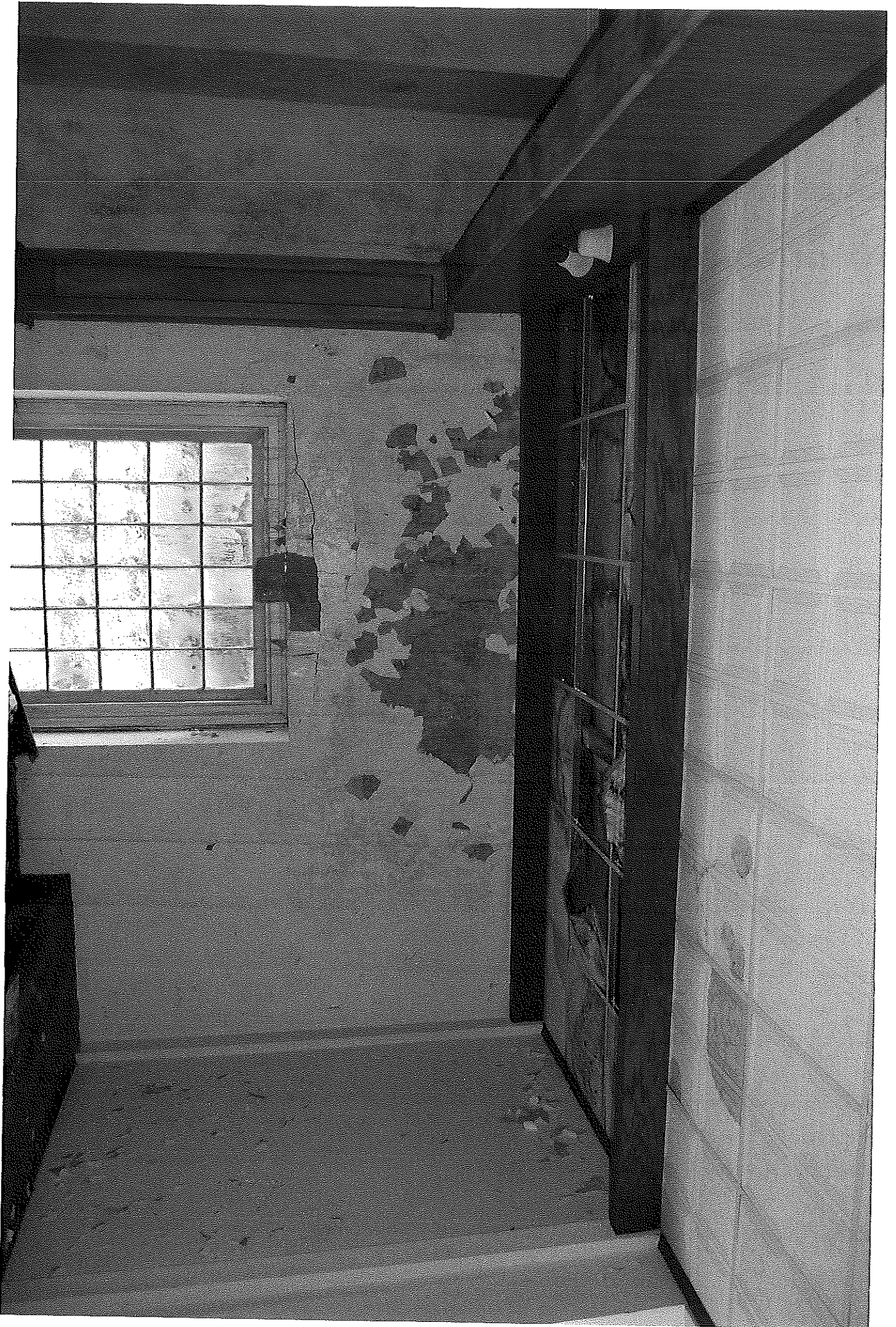




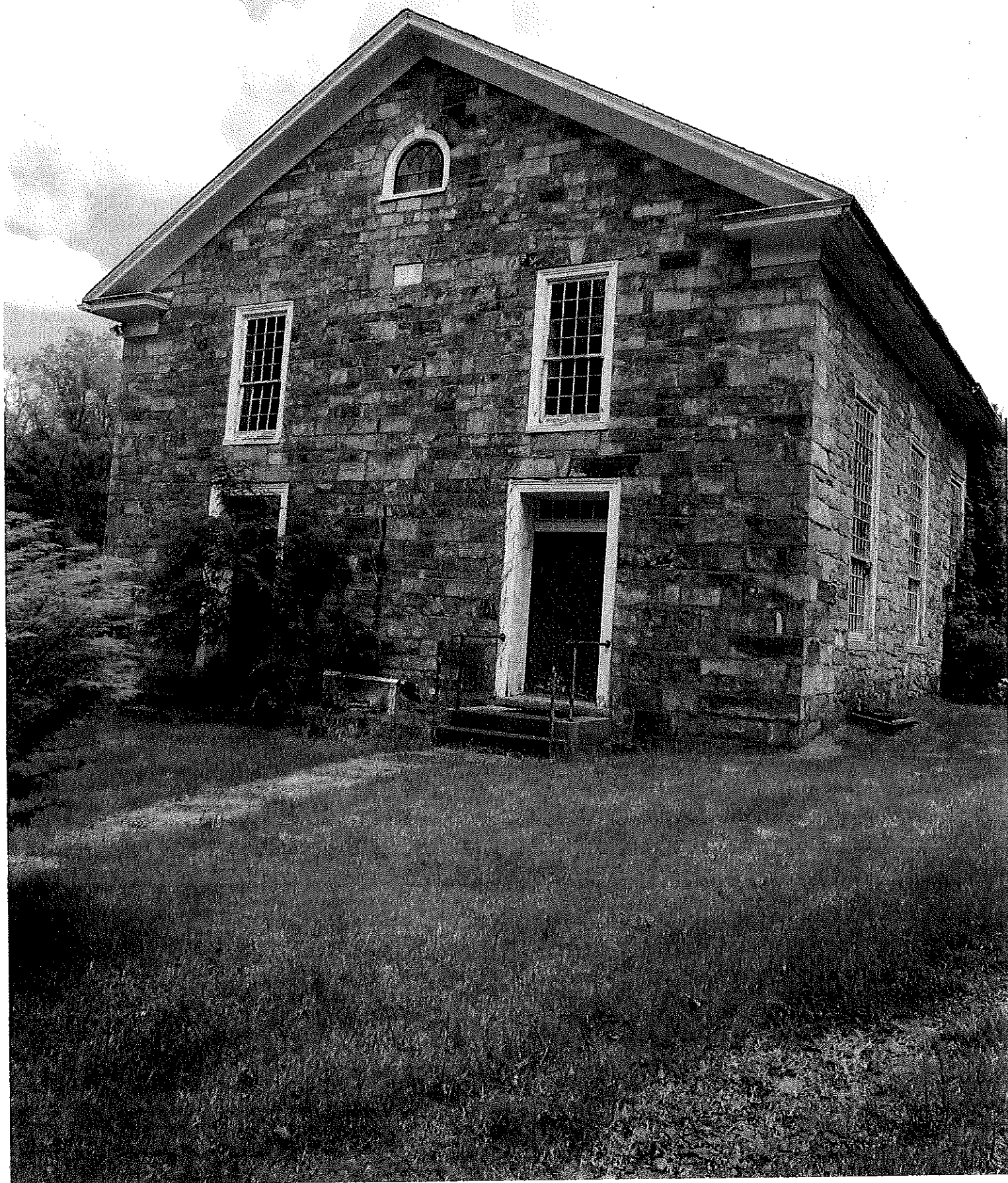
31-Interior roof

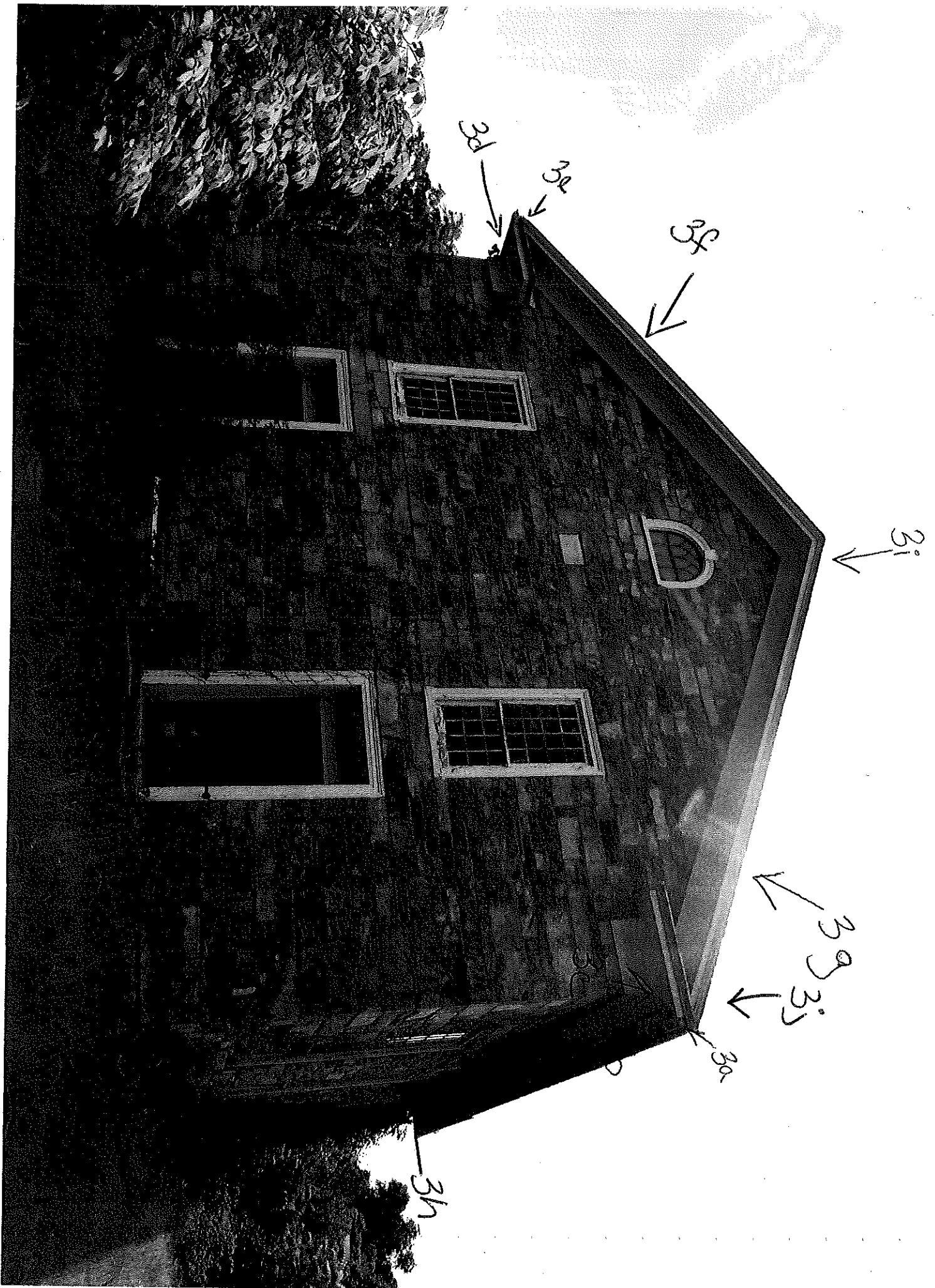


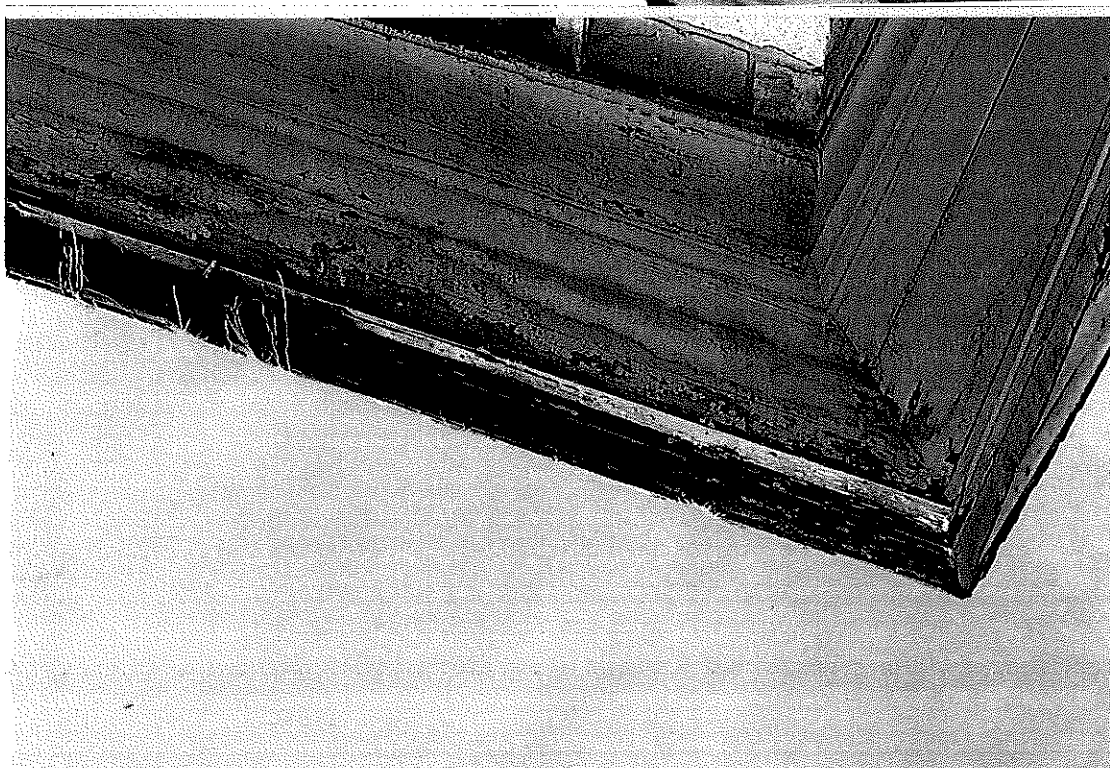
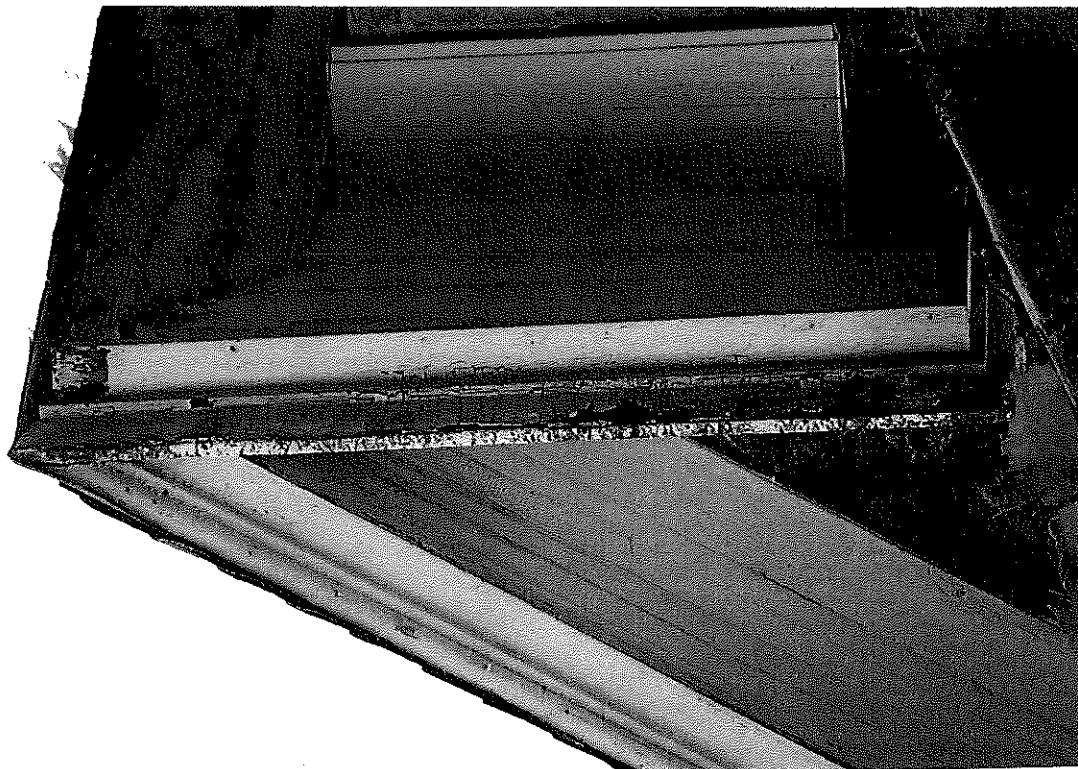
37
interior right rear
corner

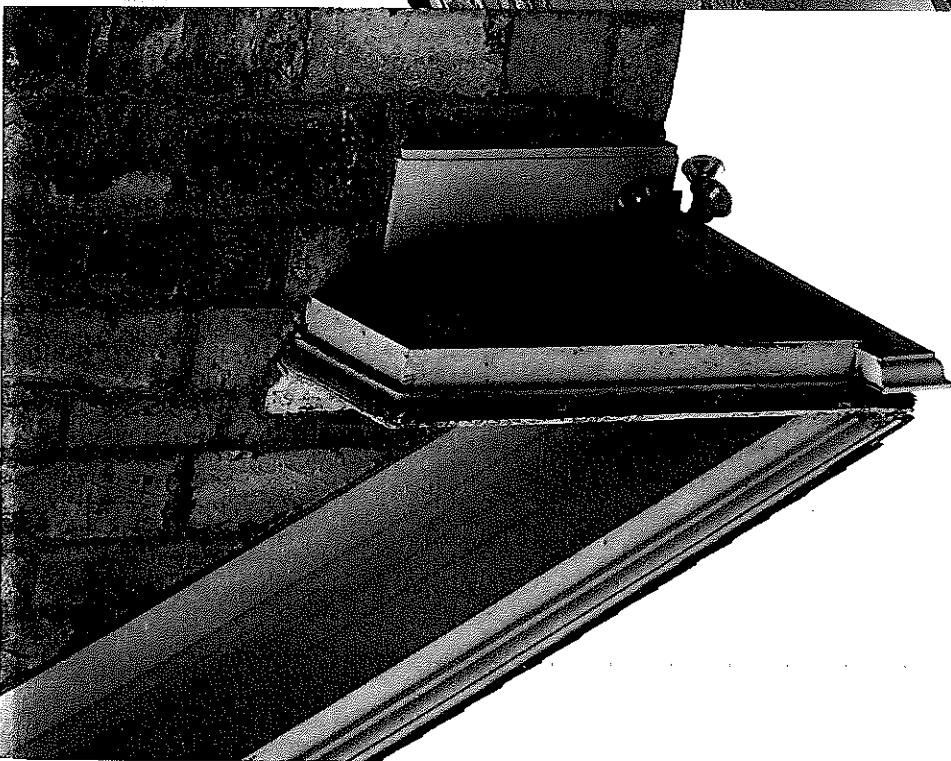
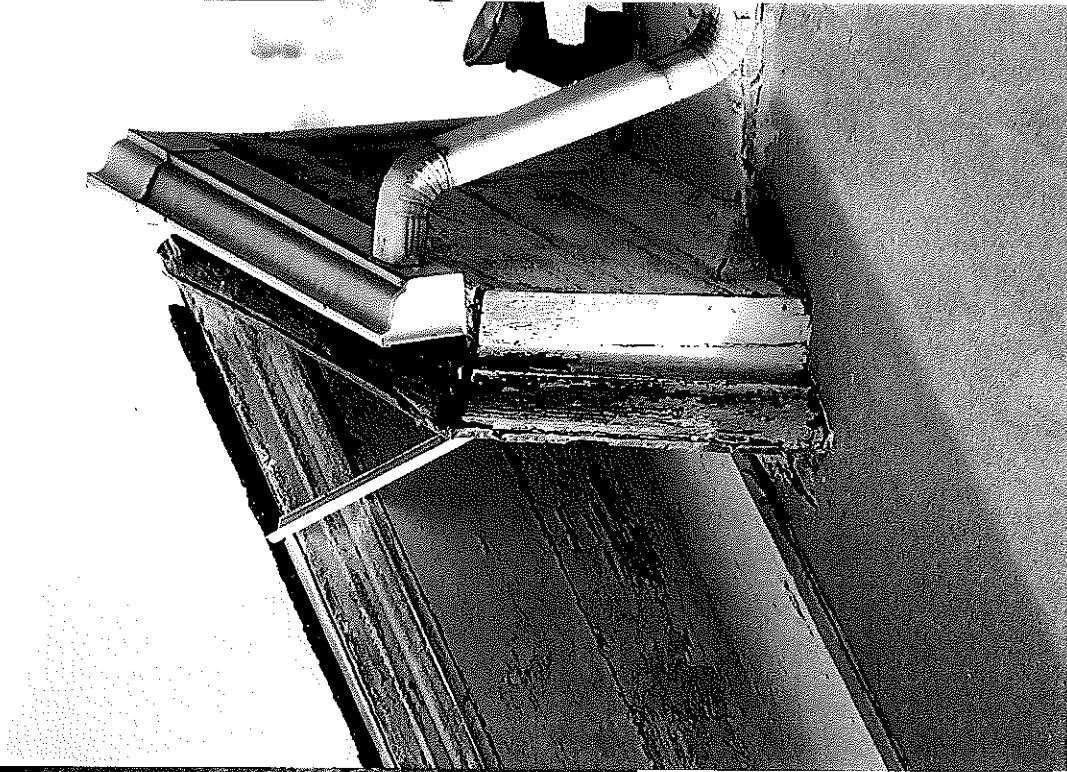


3j-interior right
front corner











WARREN COUNTY
DEPARTMENT OF LAND PRESERVATION
500 MT. PISGAH AVE.
P.O. Box 179
OXFORD, NEW JERSEY 07863

Mt Bethel Church

COREY J. TIERNEY
DIRECTOR



Telephone: (908) 453-3252
Fax: (908) 453-3150
ctierney@co.warren.nj.us

January 13, 2015

TO: Municipal and Charitable Conservancy Trust Fund Grant Recipients
FROM: Corey Tierney, Director 
RE: W-9 Form

The Accounts Payable Department has requested that all recipients of the Warren County Municipal and Charitable Conservancy Trust Fund grant funding, complete the enclosed W-9 Form (even if you have completed one previously) and return it to the following address as soon as possible:

County of Warren
Accounts Payable Department
Wayne, Dumont, Jr. Administration Building
165 County Route 519 South
Belvidere, NJ 07823

Thank you for your anticipated cooperation.

CT:clc
Encl

WARREN COUNTY
DEPARTMENT OF LAND PRESERVATION
500 MT. PISGAH AVE.
P.O. Box 179
OXFORD, NEW JERSEY 07863

COREY J. TIERNEY
DIRECTOR



Telephone: (908) 453-3252
Fax: (908) 453-3150
ctierney@co.warren.nj.us

January 13, 2015

Mayor Michael Clancy
Township of Mansfield
100 Port Murray Rd.
Port Murray, NJ 07865

RE: Mount Bethel Church - 2014 Grant Agreement

Dear Mayor Clancy:

Enclosed please find two (2) original 2014 Municipal and Charitable Conservancy Trust grant agreements between Mansfield Township and the County of Warren for the Acquisition and Restoration of Mount Bethel Church Cemetery and Land project. Also enclosed is a Historic Preservation Restriction for the above-referenced property to ensure the conservation of this historically significant site. A Freeholder resolution is also included.

Please have both agreements and the Historic Preservation Restriction signed and attested before a notary public and return the original document, along with the required attachments listed in the agreement to our office before February 13, 2015; keep one of the fully-executed original agreements for your file.

Very Truly,

Corey Tierney

CT:clc
Encl

**THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF WARREN**
Wayne Dumont, Jr., Administration Building
165 County Route 519 South
Belvidere, NJ 07823

RESOLUTION 646-14

On motion by **Mr. Gardner**, seconded by **Mr. Sarnoski**, the following resolution was adopted by the Board of Chosen Freeholders of the County of Warren at a meeting held December 10, 2014.

**AUTHORIZING GRANT TO MANSFIELD TOWNSHIP FOR THE
ACQUISITION AND RESTORATION OF THE MOUNT BETHEL CHURCH
IN THE AMOUNT OF \$154,931.25**

WHEREAS, the Board of Chosen Freeholders of the County of Warren (BCF) has, by resolution, established the "Warren County Open Space Farmland, Recreation, and Historic Preservation Trust Fund Procedures and Rules;" and

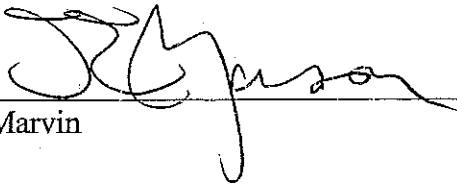
WHEREAS, the Municipal and Charitable Conservancy Trust Fund Committee (MCCTFC) recommends that Mansfield Township be awarded \$154,931.25 for the acquisition and restoration of the Mount Bethel Church; and

WHEREAS, adequate funds in the amount of \$154,931.25 are available in account 03893-5065-8931402-5065.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Warren at its regular meeting on December 10, 2014, that such a grant be approved.

ROLL CALL: Mr. Sarnoski yes, Mr. Gardner yes, Mr. Smith yes

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Warren on the date above mentioned.



Steve Marvin

Clerk

[E3]

HISTORIC PRESERVATION RESTRICTION

This HISTORIC PRESERVATION RESTRICTION is made on this 22 day of January, 2015, by and between Mansfield Township, Grantor, and the COUNTY OF WARREN, a body politic of the State of New Jersey, Grantee.

WHEREAS, the Grantors are the owners in fee simple of Block 901, Lot 23 on the Tax Map of Mansfield Township, County of Warren, State of New Jersey; and

WHEREAS, pursuant to the "New Jersey Conservation and Historic Preservation Restriction Act," N.J.S.A. 13:B-1 et seq., a historic preservation restriction may be acquired by the Warren County Municipal and Charitable Conservancy Trust (MCCT) in the name of the County of Warren; and

WHEREAS, the MCCT desires to acquire the within historic preservation restriction on behalf of the County; and

WHEREAS, the Grantee desires to preserve the buildings at the said site which is historically significant for its architecture and to forbid and limit for a period of thirty (30) years any of the following:

- (1) Alteration in exterior features of such buildings; and
- (2) Changes in appearance of such buildings; and
- (3) Other acts or uses detrimental to the appropriate preservation of such buildings.

WHEREAS, Grantor and Grantee desire to preserve the historically significant buildings; and

WHEREAS, the parties hereto agree that the granting of these restrictions will aid and assist in preserving the historic buildings for future generations; and

NOW THEREFORE, in consideration for the sum of \$154,931.25 paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor on behalf of itself, their heirs and assigns do hereby covenant to the Grantee and its successors and assigns that the following restrictions shall run with the land.

The Grantors:

- 1) will not destroy, decrease, or increase the height, or alter any part of the exterior of any of the buildings without permission from the Grantee, in accordance with N.J.S.A. 13:8B-5; and
- 2) will not perform any exterior structural construction for which a building permit might be required by any governmental agency without the permission of the Grantee; and

ACKNOWLEDGMENT

STATE OF NEW JERSEY

SS:

COUNTY OF WARREN

I CERTIFY that on 1/22/2015, 2015, Michael Clancy came before me and this person acknowledged under oath, to my satisfaction, that he/she is the Mayor of the Mansfield Township named in the attached document, and that

- (a) He/She signed sealed and delivered the attached document as the Mayor of the Mansfield Township named in this document; and
- (b) This document was signed and made by the Mansfield Township as its voluntary deed.

Vera L. Hart

, Notary

RECORD AND RETURN TO:

Michael B. Lavery, Esq.
Courter, Kobert & Cohen, P.C.
1001 Route 517
Hackettstown, NJ 07840

VERA L. HART
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 18, 2016

Warren County Department of Land Preservation
500 Mt. Pisgah Avenue, P. O. Box 179
Oxford, New Jersey 07863
(908) 453-2650

GRANT AGREEMENT FOR PRESERVATION

BETWEEN

THE COUNTY OF WARREN

AND

MANSFIELD TOWNSHIP

DATE OF FREEHOLDER BOARD APPROVAL: 12/10/14

GRANT AGREEMENT EXPIRATION DATE: _____

WARREN COUNTY

OPEN SPACE, RECREATION, AND FARMLAND AND HISTORIC PRESERVATION
TRUST FUND

GRANT AGREEMENT

BETWEEN Mansfield Township, having its offices at 100 Port Murray Road, Mansfield, New Jersey 07865, hereinafter referred to as the "Grantee", and the Warren County Board of Chosen Freeholders, 165 County Road 519, Belvidere, NJ 07823-1949, hereinafter referred to as the "County"; and,

WITNESSETH:

WHEREAS, the Warren County Board of Chosen Freeholders created the Warren County Open Space, Recreation, and Farmland and Historic Preservation Trust Fund, hereinafter referred to as "Trust Fund", in accordance with P.L. 1997 C. 24 (C40:12-15.1 et seq.); and,

WHEREAS, "Grantee" has made the application to the County for financial assistance in fiscal year 2014 under the Trust Fund; and,

WHEREAS, "Grantee" has submitted an application in accordance with the rules and regulations of the Trust Fund, and the Trust Fund Committee has reviewed said application and found it to be in conformance with the scope and the mission of the Trust Fund and recommended to the Warren County Board of Chosen Freeholders that the project be awarded funding; and,

WHEREAS, the Warren County Board of Chosen Freeholders confirmed the findings of the Trust Fund Committee and approved the project titled Acquisition and Restoration of Mount Bethel Church Cemetery and Land, hereinafter referred to as "Approved Project", for funding; and,

WHEREAS, the "Grantee" has agreed to hold and use the premises of the Approved Project in compliance with the rules and regulations of the Trust Fund;

NOW, THEREFORE, in consideration of the award for funding, and in accordance with the application heretofore filed, and hereby incorporated into this Agreement as Schedule C, the County and the Grantee agree to perform in accordance with the terms and conditions set forth in this Grant Agreement, hereinafter referred to as "Agreement".

APPROVED PROJECT DESCRIPTION AND BUDGET

GRANTEE: Mansfield Township

PROJECT NUMBER: 03893 5065 8931402 5065

TYPE OF PROJECT: Historic

PROJECT TITLE: Acquisition and Restoration of Mount Bethel Church
Cemetery and Land

PROJECT PERIOD: Grantee will have three (3) months from the date of Freeholder approval to execute and return this grant agreement. Failure to do so may risk cancellation of the Grant Agreement. Upon execution by both the applicant and the County of Warren, the applicant will have two (2) years to complete the project, during which time quarterly progress reports will be submitted to the Department of Land Preservation. If the applicant fails to complete the project within this time frame, the grant agreement shall be forfeited. Upon written request from the Municipality, the Warren County Board of Chosen Freeholders may extend this project for up to 12 months.

PROJECT SCOPE:

LOCATION: Block(s): 901 Lot(s): 23 Mansfield Township

COUNTY COST SHARING:

Funds Directly From Grantee	\$ 66,643.75
Donation Through Grantee	\$ 0
Funds From Municipality	\$ 0
<u>Local Share</u>	<u>\$ 0</u>
Green Acres Grant	\$ 0
Green Acres Loan	\$ 0
Other State Funding	\$ 0
<u>State Share</u>	<u>\$ 0</u>
<u>County Grant</u> (see Schedule B)	<u>\$ 154,931.25</u>
<u>Other</u> (Seller Gifts, Donations, etc.)	<u>\$ 0</u>
TOTAL COST FOR APPROVED PROJECT	<u>\$ 221,575.00</u>

GENERAL PROVISIONS

1. DEFINITIONS

- a) The term "Approved Project" means the Historic Preservation of the project site or Acquisition in fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.
- b) The term "County" as used herein means the Warren County Board of Chosen Freeholders.
- c) The term "Grantee" in the case of a Charitable Conservancy means a corporation or trust exempt from federal income taxation under paragraph (3) of subsection (c) of section 501 of the federal Internal Revenue Code of 1986 (26 U.S.C.s.501 (c)(3)), whose purposes include (1) acquisition and preservation of lands in a natural, scenic, or open condition, or (2) historic preservation of historic properties, structures, facilities, sites, areas, or objects, or the acquisition of such properties, structures, facilities, sites, areas, or objects for historic preservation purposes. In the case of a Municipality the term means a town, township of borough in Warren County.
- d) The term "cost of acquisition" means the fair market value as determined by the appropriate number of certified appraisals of all lands to be acquired by the Grantee with the assistance of a grant pursuant to the Agreement. Costs also include the costs of the appraisals, survey, and preliminary site assessment that must be completed. Funds may only be used for acquisition costs of the Approved Project and will be reimbursed at time of closing.
- e) The term "commencement" as used herein means upon the full execution of this Agreement.

2. RULES AND REGULATIONS

The Grantee is bound to adhere to the rules and regulations of the Trust Fund as set forth here in their entirety.

3. PROJECT ADMINISTRATION

- a) The Grantee hereby accepts primary responsibility for the administration and success of the Approved Project, including any sub-agreements made for accomplishing the objectives set forth in this Agreement.
- b) The Grantee agrees to secure funding in excess of the County share necessary for the completion of the Approved Project and to complete the Approved Project in accordance (1) with this Agreement, including all attached Schedules A through C; (2) with the rules and regulations of the Trust Fund; and (3) with the application, estimates and maps submitted to the County and incorporated herein by reference.

- c) In the case of acquisition, the Grantee agrees to provide to the County the descriptions required for Schedule A within 30 days after closing on the property.
- d) In the case of acquisition, the Grantee shall submit the Preliminary Site Assessment and the required number of appraisals in accordance with Green Acres standards to the County at least 30 days prior to closing. The County may require that corrective action be taken as a condition to the County awarding the funding.
- e) The Grantee shall submit all necessary documentation and any other information within the time frame and in the manner requested by the County.
- f) The Grantee, its contractors and subcontractors shall complete all work in accordance with all State, Federal and local laws and regulations in performance of this Agreement. Failure to comply with such laws, rules, regulations or policies shall, after notices and reasonable opportunity to cure, be grounds for termination of this project.
- g) The Grantee shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. Grantee shall bear the primary responsibility for prevention, detection and cooperation in the prosecution of any such conduct. Grantee shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. Grantee shall notify the County immediately after such allegation or evidence comes to its attention, and shall periodically advise the County of the status and ultimate disposition of any such matter.
- h) Grantee shall award all project contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- i) Grantee agrees it will not enter into a contract for work on the Approved Project with any person debarred, suspended, or disqualified from State contracting.
- j) Grantee, its employees, contractors and subcontractors, shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and 10:5-38; and the rules and regulations promulgated thereto.
- k) Grantee, its employees, contractors and subcontractors, shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.S.A. 5:23-7 et seq., regarding facilities for the handicapped.

The Grantee, its contractors and subcontractors shall be responsible for paying all necessary permits where applicable.

- l) Grantee, its employees, its subcontractors, and its subcontractors' employees shall not engage in any conduct which could be considered a conflict of interest under the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.

- m) Grantee, its employees, contractors and subcontractors shall comply with the provisions of the New Jersey Pay-To-Play Act, N.J.S.A. 19:44A-20.13 et seq., specifically including but not limited to N.J.S.A. 19:44A-20.27.
- n) Grantee, its contractors and subcontractors, shall comply with the provisions of The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et seq., and agrees it will not enter into a contract for work on the Approved Project with any person debarred, suspended, or disqualified from contracting by the Commissioner, Department of Labor pursuant to N.J.A.C. 7:1d-2.1 et seq.
- o) Grantee shall insert in every construction contract for work on the Approved Project a clause stating that the contractor may be debarred, suspended or disqualified from contracting with the State and County if the contractor commits any of the acts listed in N.J.A.C. 7:1d-2.2.
- p) The Grantee, its contractors and subcontractors shall provide County personnel and any authorized representatives of the County reasonable access to all facilities, premises and records related to the Approved Project. The Grantee shall submit to the County any documents and information requested by the county relating to the Approved Project.
- q) If the Grantee fails to complete the Approved Project within the time period set forth in this Agreement, or fails to comply with the time period set forth in any other project contract, which is the subject of State assistance, then and in that event, County shall have the right in its sole discretion, to withhold any funds that are or may become payable to the Grantee in accordance with this Agreement.
- r) The Grantee agrees that any Trust Fund funds received from the County shall be used only for the purposes described in this Agreement. The Grantee further agrees that if it uses Trust Fund funds for any purposes other than those specified and approved in this Agreement, the County may recover all such funds with interest.
- s) Upon completion of the project, the Grantee will erect and maintain one or more permanent signs of a standard style, approved by the County, in a publicly visible location at the project which contains the words, "The Warren County Open Space, Recreational, and Farmland and Historic Trust Fund provided funds for this project."
- t) The Grantee shall make provisions for the maintenance, protection, preservation and police protection as may be required of all lands and improvements described in Schedule A.
- u) The act codified as N.J.S.A. 40A:9-22-1 et seq. (the "New Jersey Local Governments Ethics Law") is by this reference incorporated as part of this Agreement.

4. PROJECT COSTS

- a) Project costs eligible for Trust Fund assistance shall not exceed the costs of the Approved Project.
- b) The Grantee shall provide cost documentation certifying that the eligible project costs have been incurred. This certification shall be completed in a manner satisfactory to the County.
- c) Grant payment will be disbursed as payment at the time of closing or completion of preservation phases. Funding will be disbursed for costs allocated on Schedule B, provided that such costs itemized on Schedule B were actually expended on the project.

5. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

- a) The Grantee's financial management system shall provide for the following:
 - 1) Accurate, current and complete disclosure of the financial results of this Agreement and any other agreement, contract, grant, program or other activity administered by the Grantee;
 - 2) Records adequately identifying the source and application of all Grantee funds and all funds administered by the Grantee. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
 - 3) Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
 - 4) Comparison of actual outlays with budgeted amounts for this Agreement and for any other agreement, contract, grant, program or other activity administered by the Grantee;
 - 5) Accounting records supported by source documentation;
- b) The County, or its duly authorized representative(s), shall have access to all records, books, documents and papers pertaining to this Agreement and/or the Approved Project for audit, examination, excerpt and transcript purposes. Obtaining information shall be made practicable for the County. Such access shall apply during performance of the Approved Project and for three years after the latter date of either final payment or audit resolution.

All records shall be maintained accordingly.

The Grantee shall cite this provision in all project-related contracts.

- c) Audit reports must address the Trust Fund's compliance with the material terms and conditions of this Agreement and applicable laws/regulations. The Grantee shall conduct annual audits in conformance with generally accepted accounting principles.
- d) Audit reports must contain an itemized schedule of the Grantee's County grant which identifies: grantor agency, program title, County account number, program amount, total disbursement.
- e) The Grantee's account will be adjusted, if necessary, upon the County's review of the annual audit reports.

6. LAND USE RESTRICTIONS

- a) In order to qualify to receive monies from a county trust fund pursuant to this section, the board of directors, board of trustees, or other governing body, as appropriate, of any applicant shall:
 - (i) demonstrate to the governing body of the county that it qualifies as an eligible applicant;
 - (ii) agree to use the monies only in connection with projects located in the county and for the purposes authorized by this act;
 - (iii) agree to make and keep the projects accessible to the public, unless the governing body of the county determines that public accessibility would be detrimental to the site or to any natural or historic resources associated therewith;
 - (iv) agree not to sell, lease, exchange, transfer, or donate the site for which the monies received were allocated for use pursuant to this section, except upon approval of the governing body of the county under such conditions as the governing body may establish;
 - (v) shall be permitted to sell, transfer or convey the land and building, subject to any recorded easements and deed restrictions, without the county's consent, subject to first offering to convey the land and building to the county, or a party designated by the county for a purchase price equal to the total costs incurred by Grantee in relating to any capital improvements made to the property. The County shall have 60 days after notice of such offer to enter into a contract with Grantee. Failure to enter into a contract within such 30-day period shall be deemed a waiver of the county's option to purchase; and
 - (vi) agree to execute and donate to the county at no charge (a) a conservation restriction or historic preservation restriction, as the case may be, pursuant to P.L. 1979, c. 378 (C.12:8B-1 et seq.) or (b) a development easement, as defined pursuant to section 3 of P.L. 198, c.32 (C.4:1C-13), as appropriate, on the lands for which the monies received were allocated for use pursuant to this section. The conservation restriction shall have a term of 30-years, unless the county agrees otherwise.

- (vii) in the event the Grantee sells, transfers or conveys the land or building during the 30-year conservation restriction or historic preservation restriction period to a third party which is not a municipality or nonprofit organization, Grantee shall reimburse the county for any and all grant monies received from the Trust Fund; and

7. RELEASE AND INDEMNIFICATION

- a) The Grantee shall defend, indemnify, protect and save harmless the Trust Fund and the County, its agents, servants and employees from and against all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent act of the Grantee, its agents, servants, employees and subcontractors in the performance of this Agreement. The Grantee shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the Trust Fund or the County for which indemnification is provided under this paragraph, the Grantee shall, at its own expense, satisfy and discharge the same.

Grantee's duty to indemnify shall continue in full force and effect after the termination or expiration of this Agreement. Grantee shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the approved project, a requirement that the contractors and subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

- b) The Grantee shall, within 30 days after a claim has been made against it, give written notice thereof to the County along with full and complete particulars of the claim. If suit is brought against the County or any of their agents, servants or employees, for which indemnification is provided under this paragraph, the County shall expeditiously forward to the Grantee every demand, complaint, summons, pleading, or other process received.

8. PROJECT TERMINATION

- a) The Grantee may not terminate, modify or rescind this Agreement without the express written approval of the County. Any attempt by the Grantee to terminate, modify or rescind this Agreement after commencement without the express written approval of the County shall constitute a material breach and subject the Grantee to any and all appropriate remedies at law.
- b) County may terminate this Agreement in whole or in part at any time for good cause. The term "good cause" shall include, but not be limited to, failure to comply with the terms and conditions of this Agreement or the rules and regulations of the Trust Fund.

9. REMEDIES

- a) In addition to any other rights and remedies available to the County pursuant to, law, in the event of failure to comply with this Agreement and/or with the rules and regulations of the Trust Fund, the County may take any of the following actions or combinations thereof:
 - (i) Issue a Notice of Noncompliance
 - (ii) Withhold County funds
 - (iii) Order suspension of project work
 - (iv) Terminate or annul this Agreement
- b) No remedy herein conferred or reserved by the County is intended to be exclusive of any other available remedy or remedies, but each and every other remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon failure of compliance with this Agreement shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be provided by this Section.
- c) In addition to the above remedies, if a Grantee commits a breach, or threatens to commit a breach, of this Agreement, the County shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the County and that money damages will not provide an adequate remedy therefor.
- d) The County shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to Grantee if any event or failure of compliance shall occur hereunder.

10. MISCELLANEOUS

- a) This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect of the subject matter thereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.
- b) Modifications or waivers of provisions of this Agreement, the Approved Project must be in writing and submitted to the County for prior approval.
- c) In the event of any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

- d) In the event that any provision of this Agreement should be breached by the Grantee and thereafter waived by the County, such waiver shall be limited to the particular breach so waived by the County and shall not be deemed to waive any other breach by the Grantee.
- e) This Agreement shall inure to the benefit of and be binding upon the heirs, successors and administrators of the Grantee, but no part hereof shall be assigned without the prior written consent of the County.
- f) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- g) In the event of litigation, the Grantee waives whatever right it may have to trial by jury.
- h) Other Conditions:

Prior to the award of this grant, the Grantee shall have presented a maintenance plan for the site and improvement on the site being acquired or preserved. Failure to maintain the property according to the plan submitted may result in the remedies described in 9(a) of this Agreement.

By signature below, the Grantee and the County shall execute this Agreement and confirm that they are mutually bound by all provisions contained in its General Provisions and the attached Schedules A through C.

WARREN COUNTY BOARD
OF CHOSEN FREEHOLDERS

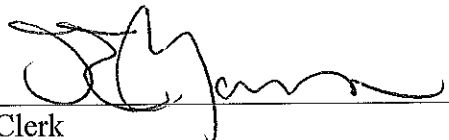
ATTEST:

By: 

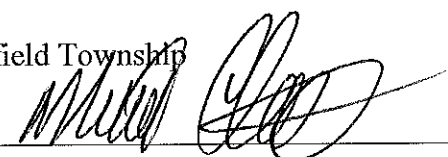
Date: 12/10/14

Name: Edward J. Smith

Title: Freeholder Director


Clerk

Mansfield Township

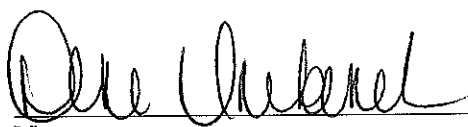
By: 

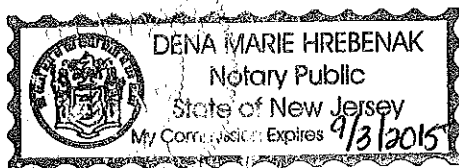
Date: 1/16/15

Name: MICHAEL CLANCY

Title: Mayor

ATTEST:


Notary



ATTACHMENTS

The following are fully incorporated into this Agreement:

- Schedule A: Metes and bounds description of the lands acquired including a list of blocks, lots, and acres actually acquired, or of the site to be preserved and its historic features.
- Schedule B: Approved estimate project budget and description.
- Schedule C: Project application made to Trust Fund.
- Schedule D: Historic Preservation Restriction

SCHEDULE A

**Metes and Bounds Description
(to be provided upon
property acquisition, lease or
other agreement authorizing
preservation work)**

SCHEDULE B

Approved Project Description and Estimated Budget

SCHEDULE B

APPROVED PROJECT DESCRIPTION AND ESTIMATED BUDGET

PROJECT NUMBER: 03893 5065 8931402 5065
GRANTEE: Mansfield Township
PROJECT NAME: Acquisition and Restoration of Mount Bethel Church Cemetery and Land

<u>BLOCK(S) AND LOT(S) OF PROJECT</u>	<u>ESTIMATED SQ. FEET</u>	<u>ESTIMATED COST</u>
---	-------------------------------	---------------------------

B: 901 L: 23		\$ 221,575.00
-------------------	--	---------------

STATE SHARE:

GREEN ACRES GRANT	\$ 0
GREEN ACRES LOAN	\$ 0
OTHER (Specify):	\$ 0

LOCAL SHARE:

FUNDS DIRECTLY FROM GRANTEE:	\$ 66,643.75
DONATION THROUGH GRANTEE:	\$ 0
OTHER (Seller gifts, donations, etc.):	\$ 0

WARREN COUNTY OPEN SPACE, RECREATIONAL, AND FARMLAND AND HISTORIC PRESERVATION TRUST FUND GRANT	\$ 154,931.25
---	---------------

- Note:
1. The estimated cost in this budget sheet includes cost of land acquisition based upon the information received from the Grantee. Actual grant award may vary depending upon formal independent appraisals and fair market value. Grant amounts will not be increased unless agreed upon through a formal amendment process. In instances where the approved amount is greater than the actual expenditures incurred by the Grantee, the grant will be adjusted by the County in order to reflect actual expenditures.
 2. The budget for preservation work must be presented in the format attached.

SCHEDULE C

**Project Application made
To Trust Fund**

SCHEDULE C

Historic Preservation Restriction

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Monmouth } SS. County Municipal Code
1339

MUNICIPALITY OF PROPERTY LOCATION Warren

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, John M. McDonnell, Chapter 7 Trustee, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated January, 2015 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 901 Lot number 23 located at
350 Mount Bethel Road, Township of Mansfield, New Jersey, 07840 and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 45,000.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation ÷ Director's Ratio = Equalized Assessed Valuation

\$ _____ ÷ _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Transfer is exempt from Transfer Tax. See reverse side section 8(g); See also N.J.S.A. 46:15-10(g)

Transferred by Bankruptcy Trustee pursuant to Order of the United States Bankruptcy Court for the District of New Jersey

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
- B. **BLIND PERSON** Grantor(s) ☐ legally blind or; *
- DISABLED PERSON** Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed *
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
- ☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
- ☐ No contributions to capital by either grantor or grantee legal entity.
- ☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this _____ day of January, 20 15

Signature of Deponent

John M. McDonnell, Chptr. 7 Trustee
Grantor Name

Deponent Address

115 Maple Ave S. 201 Red Bank, NJ
Grantor Address at Time of Sale

XXX-XXX- 6 1 9

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY

PO BOX 251

TRENTON, NJ 08696-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at:
www.state.nj.us/treasury/taxation/lpt/localtax.shtml

INSTRUCTIONS FOR FILING FORM RTF-1, AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

1. STATEMENT OF CONSIDERATION AND REALTY TRANSFER FEE PAYMENT ARE PREREQUISITES FOR DEED RECORDING

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration is recited in the deed, or (b) an Affidavit by one or more of the parties named in the deed or by their legal representatives declaring the consideration is annexed for recording with the deed, and (c) for conveyances and transfers of property for which the total consideration recited in the deed is not in excess of \$350,000, a fee is remitted at the rate of \$2.00/\$500 of consideration or fractional part thereof not in excess of \$150,000; \$3.35/\$500 of consideration or fractional part thereof in excess of \$150,000 but not in excess of \$200,000; and \$3.90/\$500 of consideration or fractional part thereof in excess of \$200,000. For transfers of property for which the total consideration recited in the deed is in excess of \$350,000, a fee is remitted at the rate of \$2.90/\$500 of consideration or fractional part not in excess of \$150,000; \$4.25/\$500 of consideration or fractional part thereof in excess of \$150,000 but not in excess of \$200,000; \$4.80/\$500 of consideration or fractional part thereof in excess of \$200,000; \$5.30/\$500 of consideration or fractional part thereof in excess of \$550,000 but not in excess of \$850,000; \$5.80/\$500 of consideration or fractional part thereof in excess of \$850,000 but not in excess of \$1,000,000; and \$6.05/\$500 of consideration or fractional part thereof in excess of \$1,000,000, which fee shall be paid in addition to the recording fees imposed by Chapter 123, P.L. 1965, Section 2 (C. 22A:4-4.1) as amended by Chapter 370, P.L. 2001, through Chapter 66, P.L. 2004, which fee shall be paid to the county recording officer at the time the deed is offered for recording/transfer. Of these fees, \$.75/\$500 of consideration or fractional part in excess of \$150,000 paid to the State Treasurer is credited to the Neighborhood Preservation Nonlapsing Revolving Fund.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

This Affidavit must be annexed to and recorded with all deeds when entire consideration is not recited in deed or the acknowledgement or proof of the execution, when the grantor claims a total or partial exemption from the fee, Class 4 property that includes commercial, industrial, or apartment property, and for transfers of "new construction." (See Instructions #10 and #12 below.)

3. LEGAL REPRESENTATIVE

"Legal representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as, but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR/OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is an officer of corporate grantor, state the name of corporation and officer's title or where a deponent is a closing officer of a title company or lending institution participating in the transaction, state the name of the company or institution and officer's title.

5. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title. (Chapter 49, P.L. 1968, Section 1, as amended.)

5A. CLASS 4A "COMMERCIAL PROPERTIES" DEFINED

Class 4A "Commercial properties" as defined in N.J.A.C. 18:12-2.2 means "any other type of income-producing property other than property in classes 1, 2, 3A, 3B, and those properties included in classes 4B and 4C." A quarterly audit of all Class 4A sales submitted by the municipal assessor through the SR-1A/equalization process will determine whether a Class 4A transaction was recorded without proper documentation and the required Affidavits of Consideration.

6. DIRECTOR'S RATIO

"Director's Ratio" means the average ratio of assessed to true value of real property for each taxing district as determined by the Director, Division of Taxation, in the Table of Equalized Valuations promulgated annually on or before October 1 in each year pursuant to N.J.S.A. 54:1-35.1. The Table is used in the calculation and apportionment of distributions pursuant to the State School Aid Act of 1954.

7. EQUALIZED VALUE

"Equalized Value" means the assessed value of the property in the year that the transfer is made, divided by the Director's Ratio. The Table of Equalized Valuations is promulgated annually on or before October 1 in each year pursuant to N.J.S.A. 54:1-35.1.

(Example: Assessed Value = \$1,000,000; Director's Ratio = 80%. $\$1,000,000 \div .80 = \$1,250,000$)

8. FULL EXEMPTION FROM THE REALTY TRANSFER FEE (GRANTOR/GRAZTEE)

The fee imposed by this Act shall not apply to a deed:

(a) For consideration of less than \$100; (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision; (c) Solely in order to provide or release security for a debt or obligation; (d) Which confirms or corrects a deed previously recorded; (e) On a sale for delinquent taxes or assessments; (f) On partition; (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors; (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7; (i) Acknowledged or proved on or before July 3, 1968; (j) Between husband and wife/civil union partners, or parent and child; (k) Conveying a cemetery lot or plot; (l) In specific performance of a final judgment; (m) Releasing a right of reversion; (n) Previously recorded in another county and full Realty Transfer Fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of Realty Transfer Fee previously paid; (o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State; (p) Recorded within 90 days following the entry of a divorce/dissolution decree which dissolves the marriage/civil union partnership between grantor and grantee; (q) Issued by a cooperative corporation, as part of a conversion of all of the assets of the cooperative corporation into a condominium, to a shareholder upon the surrender by the shareholder of all of the shareholder's stock in the cooperative corporation and the proprietary lease entitling the shareholder to exclusive occupancy of a portion of the property owned by the corporation.

9. PARTIAL EXEMPTION FROM THE REALTY TRANSFER FEE (C. 176, P.L. 1975; C. 113, P.L. 2003; C. 66 P.L. 2004)

The following transfers of title to real property shall be exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable: 1. The sale of any one or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife/partners in a civil union couple, no exemption shall be allowed if the property being sold is owned as joint tenants and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any federal or State law.

"Senior citizen" means any resident of this State of the age of 62 or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

"Resident of the State of New Jersey" means any claimant who is legally domiciled in this State when the transfer of the subject property is made. Domicile is what the claimant regards as the permanent home to which he intends to return after a period of absence. Proofs of domicile include a New Jersey voter registration, motor vehicle registration and driver's license, and resident tax return filing.

10. TRANSFERS OF NEW CONSTRUCTION

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose. On transfers of new construction, the words "NEW CONSTRUCTION" shall be printed clearly at the top of the first page of the deed, and an Affidavit by the grantor stating that the transfer is of property upon which there is new construction shall be appended to the deed.

11. REALTY TRANSFER FEE IS A FEE IN ADDITION TO OTHER RECORDING FEES

The county recording officer is required to collect the Realty Transfer Fee at the time the deed is offered for recording/transfer.

12. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION AND TRANSFERS OF NEW CONSTRUCTION

Any person who knowingly falsifies the consideration recited in a deed or in the proof or acknowledgement of the execution of a deed or in an affidavit annexed to a deed declaring the consideration therefor or a declaration in an affidavit that a transfer is exempt from recording fee is guilty of a crime of the fourth degree (Chapter 308, P.L. 1991, effective June 1, 1992). Grantors conveying title of new construction who fail to subscribe and append to the deed an affidavit to that effect in accordance with the provisions of subsection c. of section 2 of Chapter 49, P.L. 1968 (C.46:15-6) is guilty of a disorderly persons offense. The Division of Taxation is entitled to review the Fees collected pursuant to the State Uniform Procedure Law. The Director of the Division of Taxation is authorized to make deficiency assessments to taxpayers who have, intentionally or mistakenly, underestimated the consideration or sales price of properties on the Affidavit of Consideration attached to deeds and upon which the Realty Transfer Fee is based.

13. COUNTY/MUNICIPAL CODES

County/Municipal codes may be found at <http://www.state.nj.us/treasury/taxation/pdf/tpt/cntycode.pdf>.

14. LEGAL ENTITIES TRANSFERRING NEW JERSEY REAL ESTATE TO RELATED LEGAL ENTITIES

Legal entities transferring New Jersey real estate to related legal entities are not exempt from the Realty Transfer Fee if the consideration, as defined in the law, is \$100 or more. Such consideration includes the actual amount of money and/or the monetary value of any other thing of value constituting the entire compensation paid or to be paid, such as the dollar value of stock included in the transaction or any enhancement or contribution to the capital of either legal entity resulting from the transfer, or remaining balances of any prior mortgage to which the property is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title.

Exhibit:

“C”

McDonnell Crowley, LLC
115 Maple Avenue
Red Bank, NJ 07701
(732) 383-7233
bcrowley@mcdonnellcrowley.com
Brian T. Crowley (BC2778)
Counsel to John M. McDonnell,
Chapter 7 Trustee



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

In re:

CHARLES JAMES CORLEY and
MICHELLE RENEE CORLEY,

Debtors.

Case No. 13-35680 (KCF)

Honorable Kathryn C. Ferguson

Chapter 7

**ORDER GRANTING RELIEF SOUGHT IN CHAPTER 7 TRUSTEE'S
MOTION SEEKING ENTRY OF AN ORDER APPROVING THE SALE
OF THE DEBTORS' BUSINESS' INTEREST IN CERTAIN REAL
PROPERTY LOCATED AT 350 MOUNT BETHEL ROAD, TOWNSHIP
OF MANSFIELD, WARREN COUNTY, NEW JERSEY, PURSUANT TO
11 U.S.C. §§ 105(a), 323(a) AND 363(b), AND (m), 541, 704 AND 721 OF
THE BANKRUPTCY CODE, AND PREVIOUS ORDER OF THE
BANKRUPTCY COURT; WAIVING THE TEN DAY STAY PROVIDED
BY F.R.B.P. 6004; AND GRANTING RELATED
RELIEF**

The relief set forth on the following pages, numbered two (2) through four (4), is hereby

ORDERED.

DATED: 6/4/2014



Honorable Kathryn C. Ferguson
United States Bankruptcy Judge

(Page 2)

Debtors: Charles James Corley and Michelle Renee Corley

Case No.: 13-35680 (KCF)

Caption of Order: ORDER GRANTING RELIEF SOUGHT IN CHAPTER 7 TRUSTEE'S MOTION SEEKING ENTRY OF AN ORDER APPROVING THE SALE OF THE DEBTORS' BUSINESS' INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 350 MOUNT BETHEL ROAD, TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY, PURSUANT TO 11 U.S.C. §§ 105(a), 323(a) AND 363(b), AND (m), 541, 704 AND 721 OF THE BANKRUPTCY CODE, AND PREVIOUS ORDER OF THE BANKRUPTCY COURT; WAIVING THE TEN DAY STAY PROVIDED BY F.R.B.P. 6004; AND GRANTING RELATED RELIEF

UPON the Motion¹ of John M. McDonnell, Chapter 7 Trustee (the "Trustee") for the estates of Charles James Corley and Michelle Renee Corley, the Chapter 7 Debtors (the "Debtors"), by and through his counsel, McDonnell Crowley, LLC, and the verified application (the "Application") filed in support of the Motion, seeking entry of an order (i) authorizing the sale of the Debtors' dormant businesses interest, Beth El Christian Ministries Church of God in Christ (the "Dormant Entity"), in certain real property located at 350 Mount Bethel Road, Township of Mansfield, Warren County, New Jersey² (the "Mount Bethel Road Property") to the Township of Mansfield (the "Buyers"), subject to all valid liens, claims, interests, and encumbrances, of the estates' interest in the Mount Bethel Road Property, (ii) granting related relief all pursuant to sections 105(a), 323(a), 363(b), and (m), and 541(a), 704, and 721 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and previous order of the Court; and the Court finding that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (iii) the relief requested in the Motion is in the best interests of the Debtors' estates and its creditors, (iv) adequate notice of the Motion and the hearing thereon has been given and that no other or further notice is necessary, and (v) upon the record herein, after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein;

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Application.

(Page 3)

Debtors: Charles James Corley and Michelle Renee Corley

Case No.: 13-35680 (KCF)

Caption of Order: ORDER GRANTING RELIEF SOUGHT IN CHAPTER 7 TRUSTEE'S MOTION SEEKING ENTRY OF AN ORDER APPROVING THE SALE OF THE DEBTORS' BUSINESS' INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 350 MOUNT BETHEL ROAD, TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY, PURSUANT TO 11 U.S.C. §§ 105(a), 323(a) AND 363(b), AND (m), 541, 704 AND 721 OF THE BANKRUPTCY CODE, AND PREVIOUS ORDER OF THE BANKRUPTCY COURT; WAIVING THE TEN DAY STAY PROVIDED BY F.R.B.P. 6004; AND GRANTING RELATED RELIEF

IT IS HEREBY ORDERED that:

1. The Trustee's Motion be and hereby is granted in its entirety.
2. The agreement of sale (the "Agreement of Sale"), attached to the Application as Exhibit A, be and hereby is approved in its entirety.
3. The Trustee be and hereby is authorized to sell the estates' interest in the Mount Bethel Road Property to Buyer, for the sum of \$45,000 for the entire Property, subject to all valid liens, claims, interests, and encumbrances, pursuant to section 363(b) and (m) of the Bankruptcy Code (the "Sale").
4. The Trustee is selling the estate's interest, through the Dormant Entity, in the Mount Bethel Road Property is "AS IS" and "WHERE IS" without any representations of any kind as to the condition or title.
5. The Sale as set forth above shall be defined as the "Transaction" herein.
6. The stay provisions under Bankruptcy Rule 6004(g) be and are hereby waived and therefore not applicable to this Sale.
7. The Trustee is authorized to execute any and all documents necessary to effectuate the Transaction set forth herein, including, without limitation, a trustee' deed to convey the estates' interest and/or the interest of the Dormant Entity in the Property.
8. The Buyer is deemed to be a good faith purchaser pursuant to 11 U.S.C. § 363(m).
9. The Transaction was negotiated, proposed, and entered into by the parties without

² The Mount Bethel Road Property is located at Block 901, Lot 23, on the tax map of Mansfield Township, Warren

(Page 4)

Debtors: Charles James Corley and Michelle Renee Corley

Case No.: 13-35680 (KCF)

Caption of Order: ORDER GRANTING RELIEF SOUGHT IN CHAPTER 7 TRUSTEE'S MOTION SEEKING ENTRY OF AN ORDER APPROVING THE SALE OF THE DEBTORS' BUSINESS' INTEREST IN CERTAIN REAL PROPERTY LOCATED AT 350 MOUNT BETHEL ROAD, TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY, PURSUANT TO 11 U.S.C. §§ 105(a), 323(a) AND 363(b), AND (m), 541, 704 AND 721 OF THE BANKRUPTCY CODE, AND PREVIOUS ORDER OF THE BANKRUPTCY COURT; WAIVING THE TEN DAY STAY PROVIDED BY F.R.B.P. 6004; AND GRANTING RELATED RELIEF

collusion, in good faith and arms length bargaining position.

10. The sale of the estates' interest in the Mount Bethel Road Property is in the best interests of the creditors and the estate.

11. The closing shall take place in accordance with the terms of the Agreement of Sale.

12. At the closing of the Sale, the Trustee shall make payment of all necessary closing costs, if any, in connection with the Sale from the gross sale proceeds.

13. The Debtors are directed to cooperate with the Trustee and to execute any and all documents necessary to effectuate the sale to the Buyer.

14. The closing shall take place within twenty (20) days of the entering of this Order.

15. At the closing of the Sale, the Trustee shall make payment of all necessary closing costs, including, but not limited to, secured claims, taxes and fees allocable and in connection with the Sale from the gross sale proceeds.

County New Jersey.

Exhibit:

“B”



Order Filed on
October 22, 2014
by Clerk
U.S. Bankruptcy Court
District of New Jersey

MCDONNELL CROWLEY HOFMEISTER, LLC
115 Maple Avenue
Red Bank, New Jersey 07701
(732) 383-7233
Brian T. Crowley (BC 2778)
Brian W. Hofmeister, Esq.
Counsel for John M. McDonnell,
Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CHARLES JAMES CORLEY & MICHELLE
RENEE CORLEY,

Debtors.

Case No. 13-35680 (KCF)

Honorable Kathryn C. Ferguson

Chapter 7

**REVISED LIMITED ORDER FOR CHAPTER 7 TRUSTEE,
TO CONTINUE TO OPERATE THE DEBTORS' BUSINESS
AND FOR RELATED RELIEF**

The relief set forth on the following page, numbered two (2), is hereby **ORDERED**.

DATED: October 22, 2014


Honorable Kathryn C. Ferguson
United States Bankruptcy Judge

(Page 2)

Debtors: Charles J. Corley and Michelle R. Corley

Case No.: 13-35680 (KCF)

Caption of Order: Limited Order for Chapter 7 Trustee to Operate the Debtors' Business and for Related Relief

THIS MATTER having been brought before the Court upon the limited motion of John M. McDonnell, Chapter 7 Trustee (the "Trustee")¹ for the estates of Charles James Corley and Michelle Renee Corley, the chapter 7 debtors (the "Debtors"), by and through his counsel, McDonnell Crowley Hofmeister, LLC, and the verified application (the "Application") for entry of a limited order allowing the Trustee to continue to operate the Debtors' business, and granting related relief, pursuant to sections 105, 363, 704, and 721 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), and granting related relief; and the Court finding notice of this motion having been given to all appropriate parties; and the Court having reviewed the papers filed and the arguments presented, and for good and sufficient cause exists for the granting of the relief as set forth herein;

IT IS HEREBY ORDERED that:

1. The Trustee is authorized to continue to operate the Debtors' business, Beth El Christian Ministries Church of God in Christ, through and including **February 28, 2015**, for the purposes and to the extent described in the Limited Motion and the Application. The Trustee's right to request additional time to operate the Debtors' business, pursuant to sections 105, 363, 704, and 721 of the Bankruptcy Code, and applicable law, is preserved.

2. The Trustee is further authorized to retain such professionals as may be needed, including a title company/agent, title insurer to market and sell the real property of Beth El Christian Ministries Church of God in Christ. The retention of such professionals will be subject to the review and approval of the Court.

¹¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Application.

Exhibit:

“A”

TITLE INSURANCE COMMITMENT
Issued by Elite Title Group, LLC
AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY

File No.: ETG-11157

SCHEDULE C
LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Township of Mansfield, in the County of Warren, State of New Jersey, being further described as follows:

BEGINNING at an iron pin set on the southerly side of Mount Bethel Road at the northwesterly corner of lands conveyed to James Travis as set forth in Deed Book 780 at page 334, said pin marks the southwesterly corner of lands conveyed to Thomas S. Beatty, et als, as trustees, as described in Deed Book 166, Page 213, and running thence:

1. By a line gradually diverging from Mount Bethel Road, North 66 degrees 28 minutes 15 seconds East, 270.90 feet to the northwesterly corner of the last mentioned deed; thence
2. South 64 degrees 00 minutes 00 seconds East, 46.89 feet to the westerly corner of lands conveyed to the trustees of the Methodist Episcopal Church of Mount Bethel as described in Deed Book 107, Page 351, also the southwesterly corner of other lands conveyed to the Methodist Episcopal Church of Mt. Bethel as described in Deed Book 72 at page 529; thence
3. North 22 degrees 34 minutes 15 seconds East, 236.28 feet to an iron pin set near the westerly side of the pavement of Mount Bethel Road at the northeasterly corner of the last mentioned deed; thence
4. Crossing Mount Bethel Road, and in and along Snyder Road, South 62 degrees 48 minutes 05 seconds East, 451.44 feet to an iron pin set at the southerly edge of the pavement at the northeasterly corner of the last mentioned deed; thence
5. Along the general course of a stone row, South 7 degrees 23 minutes 00 seconds West, 238.92 feet to an iron pin set at the southeasterly corner of the lands described in Deed Book 707, Page 351; thence
6. Along the southerly side of said lands, and southerly of an iron fence, North 64 degrees 00 minutes 00 seconds West, 316.17 feet to an iron pin set at the northeasterly corner of the lands described in Deed Book 166 at page 213; thence
7. Along the general course of a stone row, South 9 degrees 58 minutes 42 seconds West, 223.93 feet to an iron pin set at the southeasterly corner of the lands described in said deed; thence
8. North 62 degrees 54 minutes 45 seconds West, 481.92 feet to the point and place of BEGINNING.

NOTE: Being Lot 23 in Tax Block 901 on the Official Tax Map of Township of Mansfield, State of NJ.

NOTE: Lot and Block for informational purposes only.

Prepared by:

Matthew J. Burne, Esq.

TRUSTEE'S DEED

THIS DEED is made as of January _____, 2015, by John M. McDonnell, Chapter 7 Trustee (the "Trustee") for the bankruptcy estates of Charles James Corley and Michelle Renee Corley (the "Debtors") and on behalf of the Beth El Christian Ministries Church of God in Christ, having an address of 115 Maple Avenue, Red Bank, New Jersey 07701 (the "Grantor"), and the Township of Mansfield, Warren County (the "Grantee"), who's address is 100 Port Murray Road, Port Murray New Jersey, 07865.

WITNESSETH:

WHEREAS, on November 23, 2013 (the "Petition Date"), the Debtors filed their joint voluntary petition for relief under Chapter 7 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"), Case No., 13-35680 (KCF); and

WHEREAS, on November 25, 2013, the Trustee was appointed, has duly qualified and is acting in that capacity; and

WHEREAS, on Schedule "B" of their petition, the Debtors list an ownership interest in the Beth El Christian Ministries Church of God in Christ (the "Beth El Church"), which holds title to certain real property located at 350 Mount Bethel Road, Township of Mansfield, County of Warren, State of New Jersey 07840, also known as Lot 23, Block 901, on the Tax Map of the Township of Mansfield, County of Warren, State of New Jersey (the "Property"). A legal description is attached hereto as **Exhibit "A"**.

WHEREAS, the Trustee was authorized to operate the Beth El Church, for the purposes of selling the Property, by order of the Bankruptcy Court dated October 22, 2014. *See Exhibit "B"*.

WHEREAS, on or about May 8, 2014, the Trustee filed a *Sale Motion* and supplemental pleadings which sought enter of an order of the Bankruptcy Court seeking, among other things, approving the sale of the Property to the Grantee (*See* Docket Nos., 45, and 47 (collectively the “Sale Motion”); and

WHEREAS, on or about May 9, 2014, as part of the pleadings that comprise the Sale Motion, the Trustee also filed a *Information for Notice of Settlement of Private Sale by the Trustee* (the “Notice”)¹; and

WHEREAS, on June 4, 2014, the Honorable Kathryn C. Ferguson, U.S.B.J. entered an order approving, among other things, the sale of the Property, free and clear of all valid and enforceable leins, claims and encumbrances, to the Grantee (the “Sale Order”). A copy of the Sale Order is annexed hereto as **Exhibit “C”**; and

WHEREAS, the sale of the Grantor’s rights, title and interest in the Property is “AS IS” and “WHERE IS” and without any warranties, express or implied, or representation of the Grantor including, without limitation, the environmental condition of the Property. The Grantee shall be responsible, at his sole cost and expense, to obtain necessary governmental certificates or approvals, if any, including, but not limited to, environmental certificates that might be necessary to convey the Property to the Grantee and to cure any violations which exist or may exist at the Property.

NOW, THEREFORE, the Grantor, by virtue of the title and powers duly vested in the Grantor by the provisions of the Bankruptcy Code, in consideration of \$45,000, has demised, released and transferred, and by these presents, demises, releases, conveys and transfers to the Grantee all of the rights, title and interest, claims and demands, the Grantor has in and to the Property and all the improvements thereon, situate, lying and being in the County of Warren and

¹ *See* Docket No. 47.

State of New Jersey, and pursuant to the Sale Order of the Bankruptcy Court of the District of New Jersey (**Exhibit "C"**) authorizing the sale and conveyance.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, rights, title and interest and claims whatsoever of the said the Grantor, either in law or equity to the only property use, benefit and behalf of the Grantee.

IN WITNESS WHEREOF, the Grantor, JOHN M. McDONNELL, Chapter 7 Trustee the bankruptcy estates of Charles James Corley and Michelle Renee Corley, and on behalf of the Beth El Church, has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Matthew J. Burne, Esq.
Witness as to the Grantor

JOHN M. McDONNELL, *not individually or personally, but as Chapter 7 Trustee for the bankruptcy estates of Charles James Corley and Michelle Renee Corley, and on behalf of the Beth El Christian Ministries Church of God in Christ.*

STATE of NEW JERSEY)
)
COUNTY of MONMOUTH) SS:

I am an attorney at law in the State of New Jersey and an officer authorized to take acknowledgements and proofs in this State. I sign this acknowledgement below to certify that it was made before me.

On January _____, 2015, John M. McDonnell, as Chapter 7 Trustee for the bankruptcy estates of Charles James Corley and Michelle Renee Corley and on behalf of the Beth El Christian Ministries Church of God in Christ, appeared before me in person. I am satisfied that he is the person named in and who signed this Deed. This person acknowledged signing, sealing and delivering this Deed. This person also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, C. 49, Sec. 1(c), is \$45,000.

Matthew J. Burne, Esq.
Attorney at Law
State of New Jersey

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)

John M. McDonnell, Chapter 7 Trustee for Charles and Michelle Corley, on behalf of Beth El Christian Min. Church of God in Christ

Current Resident Address:

Street: 115 Maple Ave, Suite 201

City, Town, Post Office

Red Bank

State

NJ

Zip Code

07701

PROPERTY INFORMATION (Brief Property Description)

Block(s)

901

Lot(s)

23

Qualifier

Street Address:

350 Mount Bethel Road

City, Town, Post Office

Township of Mansfield

State

NJ

Zip Code

07840

Seller's Percentage of Ownership

Consideration

Closing Date

Bankruptcy Estate Sale by Chapter 7 Trustee

45,000

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☒ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
☐ No non-like kind property received.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Seller's Residency Certification/Exemption Instructions

This form is to be completed by individuals, estates, trusts or any other entity selling or transferring property in New Jersey not subject to the Gross Income Tax estimated payment requirements under C55, P.L. 2004.

Name(s): Name of seller(s). If more than one owner separate forms must be used except for husband & wife/civil union couples that file their income tax returns jointly.

Address: Seller(s) primary residence or place of business. Do not use the address of the property being sold. Unless a new residence (permanent place of abode, domicile) has been established in New Jersey and said new residence is listed under seller(s) information, the seller(s) is considered a nonresident. Part-year residents will be considered nonresidents.

Nonresident seller(s) will be required to make an estimated Gross Income Tax payment if they do not meet any of the seller(s) assurances.

Property Information: Information as listed on deed of property being sold.

Percentage of Ownership: If there is more than one owner list sellers % of ownership.

Consideration: "Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied or removed in connection with the transfer of title. If there is more than one owner, indicate seller's portion of total consideration received. If the total consideration for the property is \$1,000 or less complete the Seller's Residency Certification/ Exemption form GIT/REP-3 and check box 6 under Seller's Assurances.

Seller Assurances: If you meet one of the eight criteria listed you are not required to make a tax payment at this time. Check which box is appropriate to your situation. Note that boxes 2 through 10 apply to residents and non-residents.

Persons claiming an exemption under block #2 must be claiming an income/gain exclusion on their federal return for the property being sold within the meaning of §.121 of the Internal Revenue Code of 1986.

Non-resident taxpayers claiming an exemption under box #7 for IRC section 1031 and receiving non-like kind property (i.e. money, stocks, etc.) as well as like kind property (i.e. real estate) with the exchange, must fill out the GIT/REP-1, NON-RESIDENT SELLER'S TAX DECLARATION form showing the non-like kind amount, and remit an estimated tax payment on the Fair Market Value of the consideration received for the non-like kind property. If no non-like property was received please check the block indicating such.

A third party (the accommodation party) for a deferred like-kind exchange must remit an estimated tax payment of 2% of the fair market value of the consideration received for the non-like kind property on behalf of the taxpayer if non-like property is received when the 1031 transaction is completed or remit 2% of the total consideration if the 1031 transaction is voided. Payment must be sent directly to the State of New Jersey, Revenue Processing Center, P.O. Box 222, Trenton, NJ 08646-0222. Please fill out GIT/REP-1 and NJ-1040-ES Voucher.

Complete a GIT/REP-3 AND GIT/REP-1. The GIT/REP-3 should show the value of the like kind exchange. The GIT/REP-1 should show the Fair Market Value of or consideration received for the non-like kind property (whichever is more).

Example: Mr. Smith exchanges rental property A with a fair market value of \$1.2 million for rental property B with a fair market value of \$1.0 million and receives \$200,000 in cash (non-like kind property). An estimated tax payment is required to be withheld on the \$200,000 in consideration of non-like kind property for non-residents.

PROPERTY A	\$1,200,000
PROPERTY B	\$1,000,000
CASH	\$ 200,000
Consideration for estimated tax payment for GIT/REP-1	\$ 200,000

Signature: Seller(s) must sign and date the declaration. If the seller's representative is signing the declaration either (1) a Power of Attorney executed by the seller(s) to the representative must be previously recorded or recorded simultaneously with the deed to which this form is attached, or (2) a letter signed by the seller(s) granting authority to the representative to sign this form must be attached.

All information requested on this form must be completed. Failure to complete the form in its entirety will result in the deed not being recorded.

This form must be completed at the time of closing and given to the buyer or the buyer's attorney.

The buyer or buyer's attorney must submit the original Seller's Residency Certification/Exemption (GIT/REP-3) to the county clerk at the time of recording the deed. Failure to submit the Seller's Residency Certification/Exemption (GIT/REP-3) or Nonresident Seller's Tax Declaration (GIT/REP-1) or a Nonresident Seller's Tax Prepayment Receipt (GIT/REP-2) will result in the deed not being recorded.

The county clerk will attach this form to the deed when recording the deed.

Additional information regarding the Gross Income Tax estimated payment requirements on the sale of real estate can be found on the Division of Taxation's web page at www.state.nj.us/treasury/taxation.

LAVERY, SELVAGGI, ABROMITIS & COHEN, PC.

WIRE TRANSFER INSTRUCTIONS:

ATTORNEY TRUST ACCOUNT

Bank:

Peapack-Gladstone Bank
59 East Mill Road
Long Valley, NJ 07853
908-876-3300

ABA#021205237

Beneficiary:

LAVERY, SELVAGGI, ABROMITIS & COHEN, PC
IOLTA ATTORNEY TRUST ACCOUNT
1500 ROUTE 517, SUITE 300
HACKETTSTOWN, NJ 07840
ACCOUNT # 400067618

Special instructions:

Contact Chris Foti (908) 852-2600 upon receipt and confirmation of wire. Fax
wire transfer confirmation to 908-852-8225

This account is only to be used for attorney trust account activity.

PROJECT MANUAL

Technical Specifications

for the
Mount Bethel Methodist Church
Structural Repairs and Roofing Replacement
350 Mount Bethel Road,
Port Murray, NJ 07865

Owner:

Township of Mansfield, NJ
Architect:

ECLECTIC ARCHITECTURE, LLC
20 Municipal Drive
Phillipsburg, NJ 08865-7800
Tele: 908-387-8630
Fax: 908-387-1493

Issued:
08/31/15

ECLECTIC
ARCHITECTURE
LLC
FINE DESIGN & HISTORIC PRESERVATION

Mount Bethel Methodist Church - Structural Repair and Roofing Replacement

Technical Specifications

TABLE OF CONTENTS

DIVISION 01 GENERAL REQUIREMENTS	3
DIVISION 02 EXISTING CONDITIONS	14
DIVISION 06 WOOD AND PLASTIC	17
DIVISION 07 THERMAL AND MOISTURE PROTECTION	23
FINISHES	28

DIVISION 01 GENERAL REQUIREMENTS

01 11 00 SUMMARY OF WORK (SINGLE PRIME CONTRACT)

Resource Description:

1. Mount Bethel Church is a historic property listed on the New Jersey State and the National Register of Historic Places as maintained by the New Jersey Historic Preservation Office (HPO) and the National Park Service. The Greek Revival style church was built in 1844. It is considered a good example of the simple meeting house form of church architecture and is central to the establishment of the Methodist Church in this area of New Jersey.

Project Description:

1. The Contractor is expressly responsible for the Work indicated in the Project Manual and Provisions of the Contract. The coordination and execution of the Work and payment for labor, materials and administrative activities pursuant to, are the sole responsibility of the Contractor including the acquisition of Permits, Inspections and final Certificate of Occupancy or written proof of Permit Close-Out from the Authority Having Jurisdiction.
2. This project includes, but is not limited to:
 - a. The repair and reinforcement of existing roof framing
 - b. The removal and replacement of existing roofing and accessories and roofing substrate
 - c. The installation of gutters and downspouts.

Use and Protection of the Premises:

1. The Contractor shall limit his use of the premises for construction activities as required to maintain public access to the premises for the duration of the project.
2. The Contractor shall use only designated lay-down and staging areas for the storage of materials and equipment and general parking as agreed to in Preconstruction Conference. Considerate carefully the size and access limitations of lay-down and staging areas when coordinating material deliveries.
3. The Contractor shall maintain the existing building in a weather tight condition throughout the construction period. This shall include the timely enclosure of the building envelope, whether temporary or permanent, to prevent weather infiltration.
4. The Contractor shall take all precautions and erect temporary protections as necessary to protect the building, its occupants and the general public during the construction period.
5. The Contractor shall repair all damage caused by constructions operations including site restoration.
6. Attic level shall be vacuum cleaned at the conclusion of the project.

Contract Document Information:

1. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Architect promptly so that supplementary instructions may be issued.

Mount Bethel Methodist Church - Structural Repair and Roofing Replacement

2. The intent of the Project Manual is to form a concise description of the relationships and locations of materials and items necessary for the completion of the Work. Where inconsistencies occur, the higher quality requirement shall govern as determined by the Architect. Work not shown or described shall be required if it is consistent with and reasonably inferable as being necessary to achieve the intended result.

END OF SECTION 01 11 00

01 11 05 TIME OF COMPLETION

Project Schedule:

1. Substantial Completion (issuance of Certificate of Occupancy) shall be on or before the 45th day after contract award/notice to proceed is issued in writing.
2. Completion (including the issuance of closeout documentation) to the satisfaction of the Owner and Architect shall be on or before the 60 day after contract award/notice to proceed is issued in writing.
3. Liquidated damages shall be charged to the Contractor for each day past the specified date of Final Completion until the project is completed to the satisfaction of the Owner and Architect. Liquidated damages shall be charged at \$250 per day.

END OF SECTION 01 11 05

01 22 10 ALLOWANCES

General:

1. Selected materials and equipment are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
2. The amounts herein specified are lump sum allowances for the purchase of the materials specified, including taxes (if any). Other costs associated with the performance of the Work associated with the allowance materials and equipment, including, but not limited to, installation, insurance, storage, handling, overhead and profit are considered part of the allowance, and included in the allowance amount. Change orders as required shall be based on the lump sum allowance amounts provided.
3. In the event that the actual amount of the Work exceeds the specified allowance, the Owner will pay the difference, with proper documentation of actual costs as supplied by the Contractor. Should the actual purchase amount of the Work be less than the specified allowance, the Contractor shall credit the Owner with the difference.

Schedule of Allowances:

1. Not Applicable

END OF SECTION 01 22 00

01 23 00 ALTERNATES

General:

1. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
2. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project. Costs for the coordination, modification or adjustment necessary for each alternate are included in the costs for each Alternate.

Schedule of Bid Alternates:

1. Alternate #1: Provide add or deduct bid alternate for the installation of new 5/8 " plywood in lieu of the specified solid board roofing substrate (decking).

END OF SECTION 01 23 00

01 27 00 UNIT PRICES

General:

1. Unit price is the amount proposed by bidders, stated on the bid form, as a price per unit of measure for materials and services added or deducted from the Work by appropriate modification if:
 - a. The estimated quantities of Work required by the Contract Documents are increased or decreased.
 - b. No estimate of quantity is given in the bidding documents for inclusion in the base bid

Schedule of Unit Prices:

1. Not Applicable

END OF SECTION 01 27 00

DRAFT

01 31 00 PROJECT MANAGEMENT AND COORDINATION

General:

1. The Contractor shall coordinate and execute all construction operations administrative duties included in the Contract Documents to ensure the quality, efficient and orderly installation of the each part of the Work and the recordation and transmittal of project information to all parties to the Contract. The Contractor shall schedule operations in the sequence required to obtain the best results where the installation of one part of the Work depends on the installation of other components and they shall make adequate provisions to accommodate items scheduled for later installation.
2. The Contractor shall prepare and maintain a "Construction Schedule" assembled in weekly increments and divided into each significant construction activity from project inception to completion. Include projected milestone for substantial and final completion. Schedule shall be updated monthly and made available to the Architect and/or Owner for review and comment upon request.
3. The Contractor shall prepare and maintain a "Schedule of Values" assembled in a line item format and divided into significant construction activity (preferably defined by Sections of Project Manual) with associated contract sum. Schedule shall form the basis for the preparation of and evaluation of all application for payment forms and continuation sheets.
4. The Contractor shall prepare and maintain a "Submittals Schedule" for all submittals required by this specification assembled in weekly increments and identified by their specification section number and title and description of Work covered.
5. The Contractor shall prepare and maintain a "List of Subcontractors and Suppliers" noting all firms or persons to be employed in the completion of the Work.
6. The shall attend a preconstruction conference and weekly project meetings at a time convenient to Contractor, Owner and Architect. Conference and meetings shall be held on the project site or suitable location and will focus on the review responsibilities, personnel assignments, general progress and other issue pertinent to the project.

END OF SECTION 01 31 00

01 33 30 SUBMITTALS

General:

1. Submittals required for the completion of the Work are identified in the relevant Division and Section of the Project Manual. It is the General Contractors sole responsibility to review the Project Manual and identify and execute the required submittals.
2. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. No extension of contract time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
3. Provide the Architect with three (3) copies of shop drawings, manufacturer's literature and/or samples required for review. Labeled all submittals with Contractor and project identification information.
4. The submittals shall be reviewed for verifying conformance to the Contract Documents. By submitting shop drawings, product data, samples and similar submittals, the Contractor represents that he has determined and verified the item to be in conformance with the Contract Documents. In reviewing shop drawings, product data, samples and similar submittals, the Architect shall be entitled to rely upon the Contractor's representation that information in submittals is correct and accurate.
5. A written response by the Architect indicating Contract conformance of submittals is required prior to commencement of Work. Allow a reasonable time for the review of shop drawings and other submittals.
6. Submittals that are returned or rejected because of insufficient Contractor review or coordination shall not be justification for a claim for an extension of time

Preconstruction Submittals:

1. Submit "Certificates of Insurance"
2. Submit "Performance Bond" as applicable
3. Submit "Payment Bond"
4. Submit "Construction Schedule"
5. Submit "Schedule of Values" for the entire project within two weeks of project award
6. Submit "List of Subcontractors and Suppliers" within two weeks of project award

END OF SECTION 01 33 00

01 60 00 PRODUCTS REQUIREMENTS

General:

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
2. "Materials" are products that are substantially shaped, cut, Worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
4. All products, materials and equipment provided shall be new and of recent manufacture unless specifically noted otherwise. Perform all Work in strict accordance with each respective manufacturer's published literature, recommendations or instructions with regard to the proper environmental and substrate conditions, installation requirements and intended use of each product. All Work not in conformance with these conditions, including unauthorized/unapproved substitutions, shall be considered defective and shall be removed at the Contractor's expense.
5. To the fullest extent possible, provide products of the same kind, from a single source.

Substitutions:

1. The Contractor may request substitutions for proprietary products specified. Provide all necessary manufacturer's product technical data, performance features, standards, product attributes to evaluate and verify the proposed substitution conforms with project intention. Also, any cost implications associated with proposed substitution must be presented to the Architect at the time of the request for consideration. Allow a reasonable time for review and approval or other appropriate action.

END OF SECTION 01 60 00

01 70 00 EXECUTION REQUIREMENTS

General:

1. The Contractor and Subcontractor(s) shall provide Owner with Certificates of Insurance and other required preconstruction submittals prior to beginning Work.
2. The Work shall be executed in accordance with all governing codes and local ordinances.
3. The Contractor shall visit the site and become familiar with the conditions under which the Work will be performed. Carefully review the Project Manual and verify all existing field conditions, materials and dimensions related to the Work. Promptly report to the Architect any omissions or inconsistencies.
4. The Contractor shall use only qualified personnel for the execution of the project who have been well-informed as to historically sensitive nature of the subject property.
5. The Contractor shall be solely responsible for the means and methods of construction, including job site safety. Provide proper job site supervision and direction to the Work. Maintain discipline and order at all times among employees, subcontractors and suppliers.
6. The Contractor shall coordinate and maintain a portable, temporary toilet facility at the site during the entire project.
7. The Contractor shall provide all necessary deconstruction of existing construction as required by the Work.
8. The Contractor shall provide temporary construction and protections as necessary to protect all existing construction and site elements to remain. The Contractor shall maintain weather tight conditions to new and existing construction throughout the construction period.
9. The Contractor shall provide shoring, bracing or support as necessary to provide full protection to persons and property. Do not overload existing or new construction.
10. The Contractor shall be responsible for maintaining a clean and orderly job site. Leave the interiors broom clean at the end of each Workday. Keep the job site free of accumulated waste materials. Provide containers and recycle as many materials as possible. Legally dispose of all other construction debris. Do not burn or bury any debris.
11. There shall be no smoking on the site at any time by the Contractor's employees, subcontractors, suppliers or other associates.
12. The Contractor shall strictly comply with the limits of the lay down and staging areas determined during preconstruction conference. Any deviation as may be necessary during the course of construction must be approved by the Architect and Owner.
13. The Work shall not commence prior to the required preconstruction conference without the consent of the Architect and Owner.

END OF SECTION 01 70 00

01 77 00 CONTRACT CLOSEOUT

General:

1. The Contractor shall prepare a punch-list of incomplete items during a project review with the Owner and/or the Architect. Thoroughly broom clean interior (e.g. attic) and exterior project areas. Remove all waste and surplus materials, equipment and debris from the project site. .

Deliver the following to the Owner:

1. Punch List of incomplete items, and a schedule for their completion
2. Certificate of Occupancy
3. Release of Liens
4. Manufacturer's manuals and guarantees/warranties for all equipment provided
5. Shop drawings with field installation changes noted
6. Prior to final payment, the Contractor shall deliver to the Owner a written, one-year Labor and Material guarantee.

END OF SECTION 01 77 00

DIVISION 02 EXISTING CONDITIONS

02 83 19 LEAD-BASED PAINT MANAGEMENT

Scope of LBP Management Work:

1. All painted items and surfaces in the existing building are assumed lead-based paint (LBP) and shall be dealt with according to the applicable laws and regulations.
2. The Lead-Based Paint Management Work, "or LBP Work", shall be defined as the Work that encompasses the handling of lead-based paint (LBP), materials to which LBP is applied, and any waste and contamination resulting from the handling or disturbance of LBP, or any other lead-bearing surface.
3. It is not the intent of this section to define or require a LBP abatement project or LBP hazard abatement project as may be defined by the State. Further, these Contract Documents are not meant to require the Contractor to retain a State-licensed lead abatement Contractor to complete the LBP Work as specified. This statement, nor any other in the Contract Documents, does not limit the Contractor's responsibility to act in a manner pursuant to any regulations, depending upon conditions resulting from the Contractor's performance of the Work and other activities.
4. This section pertains to all Work for this project involving the disturbance of paint, and related dust/debris. All painted surfaces are likely to contain some concentration of lead. There are also surfaces that may be contaminated with lead containing dust and/or debris. As part of the performance of this Work, incorporate appropriate lead paint/dust containment, Worker protection and disposal procedures.
5. Perform all Work necessary to carry out the proper removal and disposal of all lead-contaminated waste, in accordance with all applicable laws, codes, rules and regulations and in accordance with the requirements set forth in this section.
6. The scope of the LBP Work shall include those activities necessary to assure compliance with applicable Worker protection and waste disposal standards, and to prevent release of fugitive lead-containing debris and dust generated from the LBP to the surrounding property. These Specifications delineate no specific activities, but rather than the Contractor provide a plan sufficient to achieve these requirements.

Job Conditions:

1. Contractor Responsibility: Provide investigation as necessary to properly plan LBP Management Work.
2. Phasing: Phase the LBP Work in accordance with the overall project. The LBP Work is not meant to be an activity separate from the overall project but rather an essential element of the restoration Work to allow for the demolition/deconstruction and any other related Work to be undertaken with proper LBP management methods: Provide Work methods pursuant to applicable standards and good industry practice. The Contractor's attention is particularly brought to OSHA requirements relative to torch cutting controls and use of HEPA-fitted cutting tool options under certain conditions.

Regulatory requirements, Reference Standards:

1. Include provisions for the proper containment, removal and disposal of lead-containing waste, as well as appropriate Worker protection in accordance with all applicable laws, codes, rules and regulations pertaining to lead. Applicable guidelines and standards listed in this Scope of Work include, but are not necessarily limited to Code of Federal Regulations (CFR) Publications -
 - a. 29 CFR, Part 1926.62 Lead Exposure in Construction; Interim Final Rule Vol. 58, No. 84
 - b. 40 CFR 61, Subpart A General Provision (Hazardous Air Pollutants Listing)
 - c. 40 CFR 61.152, Standard for Waste Manufacturing, Demolition, Renovations, Spraying and Fabricating Operations
 - d. 40 CFR 241, Guidelines for the Land Disposal of Solid Wastes
 - e. 40 CFR 257, Criteria for Classification of Solid Waste
 - f. 40 CFR 261, Identification and Listing of Hazardous Wastes
 - g. 40 CFR 262, Standards Applicable to Generators of Hazardous Waste

Worker Protection:

1. Treat any surface coating and/or underlying substrate containing lead in any concentration that will be disturbed as a potential lead hazard to Workers in accordance with 29 CFR 1926.62, Lead Exposure in Construction. This standard applies to all construction Work in which lead in any concentration is present.
2. Maintain a program in accordance with 29 CFR 1926.62 at minimum and shall be responsible for protecting and training employees on Worker safety, health hazards, etc. relating to lead. This program shall be incorporated into the written safety plan. The Contractor should consult the following publications and/or competent environmental counsel -
 - a. OSHA – 3079 Respiratory Protection
 - b. OSHA – 3142 Lead in Construction

Management Procedures:

1. Prepare task specific Work Plan prior to starting Work detailing how the Contractor shall accomplish each task of Work related to the disturbance of any LBP surface or contaminated material. Prepare the Work Plan with the needs, logistics and constraints of the individual job in mind, taking into account such factors as paint removal method, Worker safety, proximity to other personnel and/or the public, protection of the environment including containment and air monitoring requirements, condition of the underlying substrate.
2. Prepare the Plan to include methods of minimizing and containing the generation of all dust, including dust generated while cleaning up construction and demolition debris. These methods may include such techniques as wet mopping and/or wiping, HEPA vacuuming or the use of a negative pressure ventilation system where lead dust is generated. Once the Work has been completed and debris has been properly removed from the Site, all surfaces shall be free and clear of visible dust. All Work areas shall be cleaned on a daily basis at the end of each shift. Particular attention to be paid to fugitive dust that may arise from the Site and contaminate adjacent properties.
3. At no time perform any Work that may impact upon lead-containing material until authorization from the Owner or its authorized representative is obtained.

Protection of Adjacent Areas and the Environment and Control of Contamination On-Site:

1. If it is determined by visual identification that the exterior of this property, or adjacent properties have been contaminated because of the Contractor's Work, clean the affected premises at no charge to the Owner. The Contractor shall be responsible for all costs incurred by this clean-up activity.

Disposal Requirements:

1. Perform sampling and analysis as may be required to assure proper and legal handling of the waste. If any chemical analysis or sampling is performed by or on behalf of the Contractor, its Transporter, or its Treatment Storage and Disposal Facility (TAD), a copy of such analysis must be provided to the Owner at no additional cost to the Owner. (Note: As prevailing law may allow, painted metal may be designated as recyclable and disposed of at a scrap metal facility for reuse or resale).
2. Ensure that waste disposal Transporter (be it the Contractor itself or a Subcontractor) warrants and represents possession of all permits and/or licenses required under the Resource Conservation's and Recovery Act (RCRA) as well as any state or local permits or licenses required for removal, repackaging, transportation and disposal of hazardous waste.
3. Treat and dispose hazardous waste materials removed by the waste disposal Subcontractor at an Environmental Protection Agency (EPA) permitted Treatment, Storage and Disposal Facility.
4. Treat and dispose of all wastes, drums, and other items removed hereunder within sixty (60) days after removal from the Site. Ensure that the waste disposal Subcontractor provides completes shipping documents for all hazardous wastes removed, which contain the information required under 40 CFR Part 262 Subpart B (hereinafter the "Manifest Form") and the State requirements. Such certificates shall include references to the Manifest Form for the shipment as well as address and EPA identification numbers for the generator facility.
5. Ensure that all TAD facilities or transporters which the waste disposal Transporter intends to use to treat and/or dispose of hazardous waste are approved for use by the Owner prior to any delivery of waste by the waste disposal Transporter to such TAD facility. The Owner reserves the right to inspect the waste disposal Transporters equipment storage facility and TAD facility at any time prior to or subsequent to the award of this contract.
6. Should any problems arise regarding the TAD facility chosen to accept the waste for treatment and disposal that would require the return of waste to the Owner, or should such TAD facility have violated any environmental regulation which would result in regulatory enforcement action, ensure that the waste disposal Subcontractor immediately notifies the Contractor in writing of such situation, identifies an alternate TAD and obtains written approval from the Owner for disposal at such TAD.
7. Ensure that the waste disposal Transporter provides completed shipping documents, hereinafter referred to as "Bills of Lading," for all non-hazardous waste removal from Owner property. A Bill of Lading must accompany each waste shipment and must include information regarding the quantity and type of waste, the waste transporter name and the date of removal from the property.

Transportation Requirements:

1. Arrange that the waste disposal Transporter providing waste transportation services possesses a valid Waste Hauler's permit issued pursuant to the State regulations.
2. Package and transport of all waste shall be in accordance with the applicable sections of the Department of Transportation (DOT) regulations.
3. Transporter and delivery site shall provide proof of delivery of the material to the Owner.

END OF SECTION 02 83 19

DIVISION 06 WOOD AND PLASTIC

06 10 00 ROUGH CARPENTRY

Summary:

1. The Contract Documents shall govern Work of this section. Provide materials, labor, equipment and services necessary to furnish, deliver and install all Work of this section as shown on the drawings, as specified herein and/or as required by job conditions to produce the intended product result.

Submittal:

1. Product data for prefabricated structural wood items indicated on drawings

Reference Standards:

1. Provide lumber as graded by West Coast Lumber Inspection Bureau (WCLIB), Western Wood Products Association (WWPA) or Southern Forest Products Association (SFPA).

Materials:

1. Lumber
 - a. Timber framing (as required for repair/concealed) - match existing and insure, 15% maximum moisture content at the time of dressing. Assume all timber to be white oak.
 - b. Rough lumber (as required for new construction/concealed) - species as graded by one of the above associations, intended for structural use, No. 2 or better, and meeting stress grading requirements of $F_b=1200$ psi minimum, $E=1,500,000$ minimum and having 19% maximum moisture content at time of dressing. Rough lumber abutting or embedded in masonry shall be treated for decay resistance.
2. Accessories
 - a. Nails - Hot-dipped galvanized steel, common wire nails shall be used for concealed Work only. All other Work shall be done using appropriately sized reproduction nails as manufactured by Tremont - Nail Company and as approved by the Architect.
 - b. Bolts - All bolts (or other similar non-historic fasteners) required shall be used in concealed locations or used when they are to be concealed in the finished Work by the use of wood plugs as indicated on the drawings or used when they will be concealed in the finished Work by an approved method or as indicated on the drawings.
 - c. They shall be standard galvanized steel, square head machine bolts or carriage bolts, with square nuts and cut washers. Anchors that require embedment in masonry or that might reasonably be exposed to water shall be stainless steel.
 - d. Wood screws - Ceramic coated screws, Primegaurd® or NoCoRode® brands or equal, shall be used in concealed locations only or used when they will be concealed in the finished Work by an approved method or as indicated on the drawings.
 - e. Structural screws - TimberLok ®brand, or as indicated on the drawings

Execution:

1. Existing dimensional lumber and plywood, previously installed as a temporary stabilization treatment, shall be removed and discarded.

2. Grounds, blocking, furring, etc. shall be provided as required to properly support rough and finished work, including the work of other trades, as reasonably inferable, whether indicated on the drawings or not.
3. Rough carpentry shall be securely fastened together as required by governing code and recommended industry standards.
4. Install all work level, plumb and true.
5. Rough carpentry shall be secured to masonry with countersunk bolts or other approved fastener in expansion sleeves or epoxy adhesive. Such fastening shall not exceed 16" o.c. unless otherwise indicated on the drawings.
6. Dutchman repairs (patching or piecing in), as required, shall be executed by removing area of deteriorated wood down to solid wood. The patch member shall match the subject timber in kind and allow for a joint fit within 1/16" tolerance.
7. Splicing repairs (scarfing or lapping), as required, shall be executed by severing the deteriorated member at the point of adjacency to solid wood. The solid wood in the location of the joint shall be then cut back to allow for an angled scarf joint or squared half-lap joint which is secured with lag screws or TimberLok® screws to allow for 50% penetration into the secondary member.
8. Significantly deteriorated, damaged or missing timbers shall be replaced. The replacement member shall match the existing or adjacent members in kind. No rotten or otherwise deteriorated wood shall be reused in the finished product.

END OF SECTION 06 10 00

06 20 00 FINISH CARPENTRY AND ARCHITECTURAL WOODWORK

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to furnish, deliver and install all Work of this section as shown on the drawings, as specified herein and/or as required by job conditions to produce the intended product result.

Submittals:

1. Shop drawings – full scale sections of all standing and running trim
2. 6" x 6" samples of wood(s) indicated for Architectural woodwork (interior and exterior standing and running trim)
3. Sample set of reproduction nails intended for use in exposed locations in sizes appropriate to specific application(s) as manufactured by Tremont Nail Company

Reference Standards:

1. Provide lumber as graded by West Coast Lumber Inspection Bureau (WCLIB), Western Wood Products Association (WWPA), Southern Forest Products Association (SFPA) or Northeast Lumber Manufacturer's Association (NELMA).
2. Comply with Architectural Woodwork Institute (AWI) "Architectural Woodwork Quality Standards" (2005), Standing and Running Trim, Section 300, Premium Grade.
3. Comply with Architectural Woodwork Institute (AWI) "Architectural Woodwork Quality Standards" (2005), Ornamental/Historic Work, Section 700, Premium Grade.

Materials:

1. Lumber
 - a. General - shall be the best of its respective kind as suited for the particular purpose intended, free of loose knots or other imperfections that might impair its strength, durability or appearance. Shall be trademarked and graded in accordance with the rules of the association under whose jurisdiction it is manufactured. Moisture content shall not exceed 12% and under no circumstances shall finger-jointed materials be used.
 - b. Exterior trim - Spanish cedar or mahogany (or approved equal), STK (small tight knots), finger-jointing not acceptable, sizes as shown.
 - c. Interior trim - Standing and running trim, window and door casings, baseboards, etc. shall be clear, premium grade poplar unless otherwise indicated on the drawings, finger-jointing not acceptable, sizes as shown
1. Accessories
 - a. Nails - Common steel wire nails shall be used for concealed interior Work only. All other interior Work shall be done using appropriately sized reproduction nails as manufactured by Tremont Nail Company and as approved by the Architect. Stainless steel wire nails shall be used for all exterior Work.

- b. Wood screws – Trim head screws are acceptable for concealed interior Work only. Ceramic-coated screws, Primegaurd® or NoCoRode® brands or equal, shall be used for concealed exterior Work or used when they will be concealed in the finished Work by approved method or as indicated on the drawings.

Execution:

1. Produce finished carpentry in the best manner and method(s) known to the trade. As a standard of quality, woodwork shall be furnished and installed as “Premium Grade” as defined in the publication “Quality Standards of the Architectural Woodwork Industry” of the Architectural Woodwork Institute. Only first class materials and Workmanship are permissible in the execution of the Work.
2. Fabricate and assemble all Work at the shop insofar as possible and deliver ready to set in place. Mortise, tenon, dowel, biscuit-join, block and glue together wood elements to the maximum extent possible to avoid the use of nails as much as possible. Moldings shall be cleanly cut, sharply defined and all joints cleanly made and tight.
3. Plan standing and running trim Work to minimize the number of joints. Do not use pieces less than 36 inches except where necessary. Stagger joints in built up members, use diagonal scarf joints in running trim. Cope joints at inside corners, and miter joints at outside corners. The maximum extent possible, biscuit-join joints in standing and running trim. Return exposed ends of trim back to the wall surface.
4. Install all Work level, plumb, true and aligned with adjacent materials. Use concealed shims where necessary for alignment.
5. Back prime all new exterior materials or existing materials to be reused prior to their installation.
6. Countersink fasteners. Fill surface flush and sand where face fastening is unavoidable.

END OF SECTION 06 20 00

06 90 00 WOOD RESTORATION

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary for the restoration of rotten, deteriorated or damaged wood with epoxy consolidant and wood replacement compound.

Reference:

1. The Preservation of Historic Architecture: The U.S. Government's Official Guidelines for Preserving Historic Homes. The Department of the Interior, Guilford, CT: The Lyons Press, 2004

Materials:

1. Manufacturer – ABATRON, INC., 5501 – 95th Ave., Kenosha, Wisconsin 53144, www.abatron.com, 800/445-1754/ fax 262/653-2019
2. Wood Consolidant - LiquidWood® low viscosity, penetrating epoxy compound
3. Wood Replacement Compound - WoodEpoxy® lightweight, thixotropic epoxy adhesive paste

Execution:

1. In reasonably sound wood, repair damaged surfaces with Dutchman-type patches. They shall be executed by removing the area of damaged or deteriorated wood to a clean smooth surface. Dutchman shall be pieced-in, glued tightly in place and rendered flush with the adjacent material. The patch member shall match the subject timber in kind and allow for a joint fit within 1/16" tolerance.
2. No rotten or otherwise deteriorated wood shall be reused in the finished product.
3. In unsound/moderately deteriorated wood, repair using epoxy consolidant and wood replacement compounds. Verify that these areas to be repaired are dry and free of paint, dirt, grease, wax, debris and the like.
4. Wire brush loose wooden material from surfaces, or use vacuum or other means for complete cleanliness, if necessary.
5. Protect adjacent surfaces from spills with masking tape, plastic sheeting and the like.
6. If deterioration is more than superficial, drill small holes, approximately 1/8 inch in diameter, into areas to be consolidated, being careful not to drill completely through the wood.
7. Environmental Requirements for mixing application of consolidant and wood replacement compound
 - a. Products are to be applied to dry substrate (moisture content of wood below 20%).
 - b. Temperature must be 50°F or higher, use supplemental heat source as required.
 - c. Work must be protected from contact with water.
8. Wear protective clothing and gloves as noted in manufacturer's material safety data sheet.

9. Mix materials in accordance with manufacturer's product labels and instructions.
10. Applying epoxy consolidant
 - a. Apply consolidant according to manufacturer's instructions.
 - b. Where only the surface of the wood to be restored is rotted or deteriorated, the consolidant can be applied by brushing. More than one application is recommended to thoroughly consolidate the wood.
 - c. Where deterioration extends beyond the surface of the wood, pour the consolidant directly into holes drilled into the wood using an applicator such as a plastic bottle with a narrow spout or syringe. Wait for the consolidant to be absorbed into the wood. Follow with additional applications of consolidant until the wood is saturated and no more consolidant is absorbed.
 - d. Brush out excess consolidant on surface of wood making sure the surface is thoroughly saturated.
11. Applying wood replacement compound
 - a. Apply mixed compound according to manufacturer's instructions. To color the compound, pigments can be worked into it as it is being mixed.
 - b. Apply compound to areas that have been consolidated. Apply compound when consolidant is tacky and not completely hardened.
 - c. On wood that is sound or wood that has been previously consolidated, apply a primer such as ABOKOTE 8006-1 to the wood before applying the compound.
 - d. Compound can be pressed in place, troweled, or pressed into a form. Repaired area should be slightly over-filled so it can be sanded or planed after hardening to meet the contour of the surrounding wood. Apply more compound if there are voids or depressions after smoothing.
 - e. After hardening 12 hours or longer, the compound can be sanded, planed and carved to correspond to the contour of the surrounding wood, painted or stained as specified by the Architect.
 - f. After hardening 24 hours or longer, the compound can be painted or stained as specified by the Architect.
12. Hardened consolidant and wood replacement compound should be tack-free and firm to the touch.
13. Restored wood shall be compact and capable of being sawn, planed, sanded, nailed with carpentry nails and otherwise Worked like wood.
14. Restored wood shall retain paint and/or stain. Backprime all exterior materials to be painted prior to their installation.
15. Where wood replacement compound has been applied, the material shall form a permanent seamless bond with the wood

END OF SECTION 06 90 00

END OF DIVISION 06

DIVISION 07 THERMAL AND MOISTURE PROTECTION

07 21 23 GUTTERS AND DOWNSPOUTS

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to provide gutters, downspouts and accessories in locations indicated herein.

Reference Standards:

1. Comply with the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) "Architectural Sheet Metal Manual" for each category of Work.

Submittals:

1. Product data for each product to be used for gutter and downspout installation.

Materials:

1. Gutters and downspouts - 16 oz. copper, 6" diameter, half-round gutters and 4" diameter smooth round downspouts.
2. Solder shall be 65-35 tin-lead alloy.
3. Flux shall be zinc-chloride/ammonium-chloride blend.
4. Copper stamped shank hangers for nailing to the decking (spaced @ 24" o.c.) - copper circles, spring clips and rack-and-key mounts.

Execution:

1. Install gutters with appropriate slope to discharge water.
2. Assemble gutter and downspout with soldered seams.
3. Install gutters to allow for metal expansion; straight runs shall have joints spaced a maximum of 30 feet apart.
4. Mounts shall be set in mortar joints, not stone.

END OF SECTION 07 21 23

07 30 00 COMPOSITE SLATE TILES

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to provide new composite slate roofing and accessories.
2. The work of this section includes
 - a. Roof underlayment
 - b. Metal flashing(s) and metal roof edging associated with composite slate tile roofing
 - c. Composite slate roofing
 - d. Fasteners

Reference Standards:

1. Comply with the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) "Architectural Sheet Metal Manual" (current edition)
2. National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual" (Current Edition)

Submittals/Mockups:

1. Product data for each product to be used in re-roofing.
2. Composite slate tile manufacturers installation instructions documenting proper preparation and installation procedures.
3. Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - a. Finish areas designated by Architect.
 - b. Do not proceed with remaining work until approved by Architect.
 - c. Refinish mock-up area as required to produce acceptable work.

Delivery, Storage and Handling:

1. Move and store slate tiles in the distributor's labeled, unopened shipping container.
2. Avoid unnecessary exposure of the product to the weather prior to installation.
3. Store product on a flat stable surface.
4. Store product otherwise according to manufacturers requirements.

Materials:

1. Roofing substrate
 - a. Not less than 5/4 x 6 (nominal) , tongue-and-groove, solid wood sheathing
 - b. Douglas Fir No. 2 grade or better
2. Roof underlayment
 - a. Roofing felt shall be 30 pound per square foot felt in accordance with slope of application as recommended by composite slate tile manufacturer.

- b. Ice and water membrane shall be film-surfaced, self healing, leak barrier complying with ASTM D 1970
- 3. Composite slate tiles
 - a. Classic Slate as Manufactured by Inspire Roofing Products or approved equal
 - b. Composite slate tile accessories shall include
 - i. Starter composite slate tiles (to match selected field tile color)
 - ii. Composite slate ridge tiles matching roof slope(s) (to match selected field tile color); ridge is to be unvented.
 - c. Color shall be Grey Black Blend
- 4. Fasteners
 - a. Stainless steel type 304, ring shank fasteners with 3/8" minimum flat head that will achieve 3/4" steel ring shank fasteners with 3/8" minimum flat head that will achieve 3/4" penetration minimum
- 5. Metal flashings and roof edgings (including but not limited to step flashings, apron flashings, valley flashings, counter flashings)
 - a. Sheet copper shall be 16 oz., lead-coated copper
 - b. Flux shall be zinc-chloride/ammonium-chloride blend
 - c. Solder shall be 65-35 tin-lead alloy

Execution:

- 1. Remove existing roofing materials, flashings, board battens and all residual fasteners from rafters. Retain existing counter flashings to the extent possible.
- 2. Install new roofing substrate (decking), uniformly flat, smooth and free of irregularities. Verify that substrate is sloped for drainage and completely anchored to sound framing
- 3. Scribe and install shims to the tops of existing rafters only as required to successfully join substrate boards or panel, and to create a uniform and flat surface for the installation of tiles in accord with manufacturer's requirements. Sistering rafters for these purposes is not acceptable.
- 4. Clean deck completely of foreign particles.
- 5. Install ice and water leak barrier as follows:
 - a. 36 inches wide centered on valleys
 - b. 26 inches beyond interior face of warm exterior wall
 - c. 24 inches along rake edges prior to roof edging installation
 - d. 24 inches around roof penetrations
 - e. 36 inches centered on roof ridge(s)
- 6. Install roof felt as follows:
 - a. Install perpendicular to the roof's slope in parallel courses.
 - b. Half-lap the width of successive courses to create a double coverage over the entire roof area.
 - c. Side-laps should be 6" minimum and stagger end laps of successive courses 72" minimum.
 - d. Lap edges of felt over self-adhering ice and water barrier no less than 3" in direction to shed water (felt underlayment should not be placed under the self-adhering ice and water barrier).
 - e. Lap ends of felt no less than 6" over self-adhering ice and water barrier.

7. Fabricate and install metal flashing and roof edging according to Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of installation indicated, and as follows:
 - a. Where valleys are indicated to be "open" install a minimum of 18" wide aluminum "W"-type valley and fasten the valley every 2" using metal cleats (flashing must be lapped by composite slate installation by a minimum of 4").
 - b. Roof edgings shall have an "L"- type profile and shall be installed at eaves only.
 - c. All exposed edges of metal flashing and roof edging must have a hemmed edges.
 - d. Imbed step flashings with every course of slate tile at all sidewall conditions (including chimneys).
8. Layout and install composite slate tiles according to manufacturers requirements and guidelines, and as follows:
 - a. Starter tiles should hang past eave roof edging no more than 1/2". The gap between starter tiles should be approximately 1/4".
 - b. The first course of slate should be installed even with the butt edge of the starter course.
 - c. The joints between the starter and first course and all succeeding courses should be a minimum of 2". This ensures that nails are covered by the next course and no through joints from roof surface to underlayment are exposed.
 - d. Install field tiles in straight, uniform courses with 6" maximum exposure.
 - e. Keep roof area clean of debris for the duration of installation.

END OF SECTION 07 30 00

07 92 00 SEALANTS

Submittals:

1. Product data for each product to be used

Materials:

1. Exterior sealant (wood to wood) - Caulk all weather-exposed junctures of wood-to-wood at all weather-exposed joints around window, door and other openings. Provide color by location and application as approved by the Architect. Select the appropriate sealant from the following:
 - a. Polyurethane sealant, OSI ® Quad Pro-Series®
 - b. Dynatrol II; Pecora Corporation.
 - c. Or other approved single-component, non-sag one-part urethane product
2. Compressible backer rod- of size and material type that is nonstaining and compatible with joint substrates and sealant as indicated by sealant manufacturer.

Execution:

1. Install products in strict accordance with manufacturers general and installation requirements.
2. Install backer rod for gaps exceeding 1/4" wide by 1/4" deep (use for both types of sealant). Note: This requirement may exceed and thereby replace manufacturer's recommendations.
3. Install backer rod 2" back from face of stone or wood (use for both types of sealant).
4. Prime the side of the wood and hold the bed mortar sealant 1" back from the face of the stone in preparation for final pointing within a different project.
5. Install the oil-based mortar from the bottom and Work upwards.

END OF SECTION 07 92 00

END OF DIVISION 07

DIVISION 09 FINISHES

09 91 00 PAINTING AND STAINING

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to provide and install all Work of this section as shown on the drawings, as specified herein and/or as required by the job conditions.
2. Section includes the application of painted finishes to new and restored plaster and woodwork

Reference Standards:

1. It shall be assumed that the majority of deteriorated paint is Lead Based Paint (LBP). All remediation shall be in strict accordance with all applicable Federal and State lead-safety regulations. It is not the intent of this section to define or require a LBP abatement project or LBP hazard abatement project as may be defined by the Department of Environmental Protection and the New Jersey Lead Hazard Evaluation and Abatement Subcode.

Materials:

1. All materials shall be non-toxic, lead-free and shall be low VOC. Paint removal shall be an incidental part of the project.
2. Exterior Primer -Manufacturer's best quality, oil based, by Sherwin Williams. Tinted to tone of finish.
3. Exterior Paint - Sherwin Williams "Emerald" brand, custom color and finish to be selected by Architect and/or Owner.

Execution:

1. Area of Work should be clean and dust free prior to the application of paints or stains and maintained clean and dust free for the duration of the Work.
2. Follow manufacturer's recommendations for the storage, use and appropriate environmental conditions required for application and of all products used in the Work.
3. Follow manufacturer's recommendations for cleaning and preparation of each substrate involved.
4. Loose, peeling paint shall be removed manually by a stiff brush. Scrape, clean and prepare surface for repainting.
5. Prior to their installation, back prime all new materials and existing materials to be reinstalled that are to be painted in the completed Work
6. Prime all surfaces exposed existing surfaces prior to opaque finish.
7. Seal all knots with shellac to prevent bleed-through.

8. For existing surfaces, remove all peeling paint, loose and deleterious materials. Provide barrier coats over incompatible primers or remove and re-prime.
9. Remove and/or protect all hardware, accessories, equipment, devices, fixtures, etc. prior to painting or staining; and replace/uncover after completion.
10. Protect floors, cabinets and all other Work from paint and stain.
11. Perform all Work necessary to carry out the proper removal and disposal of all lead-contaminated waste, in accordance with all applicable laws, codes, rules and regulations.
12. Painting and Staining Schedule:
13. Colors to be selected by the Owner and Architect
14. Exterior trim and woodwork (painted)
 - a. 1 coat primer/sealer
 - b. 2 finish coats(assume a two color palette)

END OF SECTION 09 91 00

END OF DIVISION 09

END OF SPECIFICATION

D. PROPOSAL AND SCHEDULE OF BIDS**I. BID PROPOSAL****Structural Repairs and Roofing Replacement**

To: The Township Committee
Attn: Dena Hrebenak
Township Clerk
Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865
(908) 689-6151

Township Clerk:

The undersigned has carefully read all of the specifications and has acquainted himself with the needs of the Township, has provided the Township with the necessary documents and agrees to furnish the Township with each of the following services for the LUMP SUM Amounts shown.

\$ 111,600.⁰⁰
Total amount, in numbers
ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED DOLLARS
Total amount, in words

ALTERNATE - USE 5/8 Plywood ILO Solid Boards Deduct 15,000. (Fifteen thousand)

This bid made herein is irrevocable by the undersigned bidder or the personal or legal representative of the bidder.

Frank Cyrwus
Signature

Pres-
Title

Frank Cyrwus Inc
Company Name

44 Old Beaver Run Rd Lafayette NJ 07848
Address

973-222 6446
Telephone

FCYRWUS@yahoo.com
E-mail address

Frank Cyrwus
Print Name

10/3/15
Date

22-3059585
Federal I.D. # or Social Security #

973-300 1485
Fax

Township of Mansfield

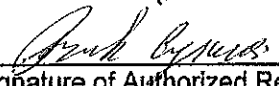
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: FRANK CYRWUS INC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: FRANK CYRWUS Pres.
(Print or Type)

Title: PRES.

Date: 10/30/15

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-A
Name of Form:	AFFIRMATIVE ACTION COMPLIANCE NOTICE
Statutory Reference:	N.J.S.A. 10:5-31 (P.L. 1975, c.127) and N.J.A.C. 17:27-1 et seq.
Instructions Reference:	Statutory and Other Requirements VII-A-1
Description:	To assure vendor compliance with State affirmative action requirements.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a nonmandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
609-292-5473

E-mail:mailto: www.state.nj.us/treasury/contract_compliance/ccmail.html

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Frank Cyrwus Inc SIGNATURE: PRINT NAME: Frank Cyrwus TITLE: Pres.DATE: 10/31/15

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid SubmissionName of Business Frank Cyrwus Inc☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:Name: Frank CyrwusName: BOZENA CYRWUSHome Address: 44 Old Beaver Run Rd
Lafayette NJ 07848Home Address: same

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

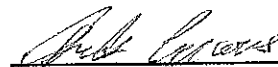
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 30th day ofOct, 2015

(Notary Public)

My Commission expires:

DONNA L. MALDONADO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/30/2018
(Affiant)Frank Cyrwus Pres.
(Print name & title of affiant)

(Corporate Seal)

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-D
Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference:	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpci. These resources and a Frequently Asked Questions resource should be consulted when questions arise.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FRANK CYRWUS INCORPORATED

Trade Name:

Address: 271 RTE 46 WEST STE H 109
FAIRFIELD, NJ 07004-2496

Certificate Number: 0567397

Effective Date: October 22, 1990

Date of Issuance: January 20, 2015

For Office Use Only:

20150120162948390

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of ESSEX

ss:

I, Frank Cyrwus residing in Lafayette NJ
(name of affiant) (name of municipality)
in the County of SUSSEX and State of NJ of

full age, being duly sworn according to law on my oath depose and say that:

I am Pres. of the firm of FRANK CYRWUS INC
(title or position) (name of firm)
the bidder making this Proposal for the bid entitled

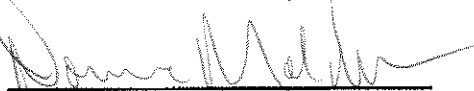
Structural Repairs & Roof Replacement and that I executed the said proposal with Township of Mansfield
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Mansfield relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

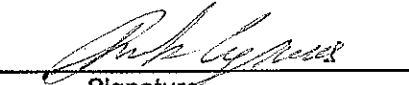
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

NONE

Subscribed and sworn to

before me this day 30thOct., 2015

Notary public of


SignatureFRANK CYRWUS PRES
(Type or print name of affiant under signature)

My Commission expires _____

(Seal)

DONNA L. MALDONADO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/30/2018

DETAILED PERFORMANCE RECORD: List all contracts completed by you.

NAME OF OWNER	NAME AND LOC. OF PROJECT - TYPE OF WORK	PRIME OR SUBCNTR	OWNER'S REP & PHONE NO.	CONTRACT PRICE (OMIT CENTS)	DATE COMPLETED	WAS TIME* EXTENSION NECESSARY	WERE ANY* PENALTIES IMPOSED	WERE LIENS, CLAIMS STOP NOTICES FILED
ELITE QUALITY INTERIORS	Metal Roof Water tank plant	Sub	Relph, David 973 417 4141	12,500	Dec 2013	NO	NO	NO
Arch Concept Const.	Vineyard F.M.S. Trusses & framing	Sub	William Schirmer 973 330 6222	27000	April 2014	NO	NO	NO
Arch Concept Construction	Cliff Side Park School 23 Roofing	Sub	"	121600	Sept 2013	NO	NO	NO
Arch Concept Construction	Princess Vail Home Metal Roofing	Sub	"	300000	June 2013	NO	NO	NO
City of Lambertville	Library Metal Roofing	PRIME	M. BOGANS HATCH 609 397 5508	98,800	AUG 2015	NO	NO	NO
Bosco of Lincoln Park	Hose co. 2 Shingle Roofing	PRIME	PAUL DARMOTSKY 973 855 8300	68,711	OCT 2015	NO	NO	NO

* Explain "Yes" answers on Page C-3h.

C-3e

Status of contracts - we have no work on hand at this time

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Officer: _____

Frank Cyrwus Inc

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Officer _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Officer Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Frank Cyrwus

Signature: _____

[Signature]

Title: _____

Pres.

Date: _____

10/31/13



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-BRISTOFF
State Treasurer

JIONASA DESAI-MCCLEARY
Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)	22.	Industrija Nafta (INA)
2.	Bank Mellat	23.	Kingdream PLC
3.	Bank Melli Iran	24.	Liquefied Natural Gas Limited
4.	Bank Tejarat	25.	Malre Technimont SpA
5.	National Iranian Tanker Company (NITC)	26.	Naftiran Intratrade Company (NICO)
6.	Samieh Afzar Tajak Company (SATCO)	27.	Oil and Natural Gas Corporation (ONGC)
7.	Amona	28.	Oil India Limited
8.	Bank Saderat PLC	29.	Panyu Chu Kong Steel Pipe Company, Ltd.
9.	Bank Sepah	30.	Parsia International Bank
10.	Belaz	31.	PetroChina Company, Ltd.
11.	Belneftkhim (Belarusneft)	32.	Petroleos de Venezuela (PDVSA Petroleo, SA)
12.	Bharat Petroleum Corporation Ltd.	33.	Schwing America Inc.
13.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)	34.	Shandong FIN CNC Machine Company, Ltd.
14.	China National Offshore Oil Corporation (CNOOC)	35.	Shanghai Sunry Petroleum Equipment Company, Ltd.
15.	China National Petroleum Corporation (CNPC)	36.	Sinohydro
16.	China National United Oil Corporation (ChinaOil)	37.	SK Energy
17.	China Petroleum & Chemical Corporation (Sinopec)	38.	SKS Ventures
18.	China Precision Machinery Import-Export Corp. (CPMIEC)	39.	Som Petrol AS
19.	Emirates National Oil Company	40.	Sonangol
20.	Grimley Smith Associates	41.	Zhuhai Zhenrong Company
21.	Indian Oil Corporation		

List Date: January 28, 2013

**Mansfield Township
BID DOCUMENT CHECKLIST**

Required with Bid Submission (Owner's checkmarks)	Submission Requirement	Initial each required entry and if required submit the Item (Bidder's Initials)
	Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)	
	A bid guarantee as required by N.J.S.A. 40A:11-21	FC
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	FC
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	FC
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	FC
X	If applicable, bidder's acknowledgment of receipt of any notice(s), revision(s), or addenda to an advertisement, specifications, or bid document(s).	FC
X	Copies of the General Contractor's (and subcontractors if applicable pursuant to N.J.S.A. 52:32-44) Business Registration Certificate as required by the Business Registration Act.	FC
Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)		
X	Public Works Contractor Certificate	FC
X	Consent of Surety as to labor and material payment bond, and maintenance bond.	FC
X	Non-Collusion Affidavit (Notarized)	FC
X	Prevailing Wage Act	FC
X	Americans with Disabilities Act of 1990 Language	FC
X	Mandatory Affirmative Action Language	FC
X	Bid Proposal Form	FC
X	References	FC
X	Status of present contracts	FC
X	Iran Disclosure	FC

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Frank Cyrwys Inc.
Name of Bidder

Frank Cyrwys
Signature
FRANK CYRWYS PRES

11/29/15
Date

Bidder's Name Frank Cyrwus Inc

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications (including, but not limited, to satisfying any DPMC Classification requirements).

☒ **D CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK**

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company _____ Name: _____
_____ Address: _____
_____ Telephone: _____
Subcontract Amount: \$ _____
Specific Scope of Work Subcontracted: _____
License No. _____

Company _____ Name: _____
_____ Address: _____
_____ Telephone: _____
Subcontract Amount: \$ _____
Specific Scope of Work Subcontracted: _____
License No. _____

Company _____ Name: _____
_____ Address: _____
_____ Telephone: _____
Subcontract Amount: \$ _____
Specific Scope of Work Subcontracted: _____
License No. _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.

(Continued on following page)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

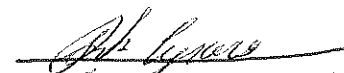
The contractor and the Mayor and Council of the Township of Mansfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 contractor 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

FRANK CYRUS INC.


FRANK CYRUS PRES.