

MEMO

Project: Mount Bethel Community Center
Mansfield Township, Warren County, New Jersey
Interior Restoration

Date: May 23, 2018

Re: 2018 Application to the Municipal and Charitable Conservancy Trust Fund

For a \$200,000 total project cost, the Township must dedicate \$50,000 or 25% of the total project cost. The grant request will be for \$150,000.

The project scope of work would focus on interior restoration in order to complete structural repairs, restore finishes, provide a complete HVAC system, provide a code-compliant electrical system and provide an accessible toilet room. In addition to the interior work, we will include a request for funding of a portion of the exterior building envelope restoration project which was not previously fully funded.

Our office will prepare the application, develop and present the powerpoint presentation for the grant review hearing and represent the Township during the process for a total fee of \$1,200. This fee is strictly for the management of the application process. Architectural services for the future project itself would be included in the \$200k total project cost.

If the proposed match of \$50,000 for the project and the proposed grant application fee of \$1,200 is acceptable, a resolution from the governing body will be required.

20 MUNICIPAL DRIVE, PHILLIPSBURG, NEW JERSEY 08865-7800
PHONE 908-387-8630 - FAX 908-387-1493

18-00684
NT Bethel Church Phase #3



20 Municipal Drive
Phillipsburg, N.J. 08865-7800

Invoice

Date	Invoice #
7/7/2018	Grant #1

92260005

Bill To

Mansfield Township
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

Due Date			
8/7/2018			
Item	Description	Hours	Rate/Fee
Architectural Services	Mount Bethel Grant Application Project 2018-032 Submittal of Mount Bethel Grant Application to the MCCITF Grant Round		2,900.00
Total			\$2,900.00
Payments/Credits			\$0.00
Balance Due			\$2,900.00

Phone #	Fax #
(908) 387-8630	(908) 387-1493

2018-77

RESOLUTION TO APPROVE APPROPRIATING A CASH MATCH FOR MCCTF GRANT

WHEREAS, the Township Committee wishes to apply for a grant for the Mount Bethel Church renovations; and

WHEREAS, there is a requirement for a 25% cash match;

NOW THEREFORE BE IT RESOLVED, the Township Committee authorizes the 25% cash match of \$50,000 to be applied from the Open Space Fund if grant moneys are approved.

Adopted this 23rd day of May,
2018 and certified as a true original copy



Township Clerk

MUNICIPAL & CHARITABLE CONSERVANCY TRUST FUND COMMITTEE

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

AGENDA

September 10, 2018
7:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTORY STATEMENT

Adequate notice of this meeting has been given in accordance to the Open Public Meetings Act by forwarding a notice of the date, time and location of the meeting to the Warren County Clerk, The Daily Record, The Star ledger, and by posting a copy thereof on the bulletin board in the hall of the Warren County Courthouse and the Department of Land Preservation. In order to assure full public participation, those individuals with disabilities who wish to attend the meeting should submit any requests for special accommodations one week in advance of the meeting.

MINUTES: July 2, 2018 (attached)

CORRESPONDENCE

PUBLIC COMMENTS

PRESENTATIONS

7:45 p.m. - Second & Hardwick Street Improvement Project
8:05 p.m. - Belvidere Community Center
8:25 p.m. - Rutherford Hall
8:45 p.m. - Independence Township Senior Center
9:05 p.m. - Reigelsville Station
9:20 p.m. - Mount Bethel Community Center
9:35 p.m. - Eckel's Autogiro Port
9:50 p.m. - Adam Wandling Blacksmith Shop

OLD BUSINESS

NEW BUSINESS

NEXT MEETING: October 1, 2018

ADJOURNMENT

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

November 19, 2018

Shirley Kocher, Mayor
Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865

RE: Mount Bethel Community Center - 2018 Grant Agreement

Dear Ms. Kocher:

Enclosed please find two (2) original 2018 Municipal and Charitable Conservancy Trust Fund grant agreements between the Township of Mansfield and the County of Warren for the Mount Bethel Community Center restoration project. A Freeholder resolution is also enclosed.

Please have both agreements signed and attested before a notary public and return the original document to our office, along with the required attachments before December 17, 2018; keep one of the fully-executed original agreements for your file.

A Voucher and Request for Payment has also been included for your use. Please submit a signed copy of the Voucher, along with a detailed invoice each time you submit for reimbursement. If you would like a copy of the voucher emailed to you, contact Christina Roberts at: clroberts@co.warren.nj.us.

Very Truly,

A handwritten signature in black ink, appearing to be "Corey Tierney", written over a horizontal line.

Corey Tierney

CT:clr
Encl

c: Michael Margulies, Eclectic Architecture

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

THE TOWNSHIP OF MANSFIELD

DATE OF FREEHOLDER BOARD APPROVAL: 11/14/2018

GRANT AGREEMENT EXPIRATION DATE: 11/14/2020

WARREN COUNTY

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

GRANT AGREEMENT

BETWEEN the Township of Mansfield, having its offices at 100 Port Murray Road, Port Murray, NJ 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 2018 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 Mount Bethel Community Center, Phase III - Interior Restoration project, 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:	Township of Mansfield		
PROJECT NUMBER:	03893 5065	8931805	5065
TYPE OF PROJECT:	Historic Restoration		
PROJECT TITLE:	Mount Bethel Community Center, Phase III - Interior Restoration project		
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:	Mount Bethel Community Center, Phase III - Interior Restoration project.		
LOCATION:	Block(s): 901	Lot(s): 23	Township of Mansfield
COUNTY COST SHARING:			
	Funds Directly From Grantee	\$ 0	
	Donation Through Grantee	\$ 0	
	Funds From Municipality	\$ 50,000.00	
	<u>Local Share</u>	<u>\$ 0</u>	
	Green Acres Grant	\$ 0	
	Green Acres Loan	\$ 0	
	Other State Funding	\$ 0	
	<u>State Share</u>	<u>\$</u>	
	<u>County Grant</u> (see Schedule B)	<u>\$ 150,000.00</u>	
	<u>Other</u> (Seller Gifts, Donations, etc.)	<u>\$</u>	
	TOTAL COST FOR APPROVED PROJECT	<u>\$ 200,000.00</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 or 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., as applicable.
- 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 with a right of first refusal to purchase;
 - (v) shall be permitted to sell, transfer or convey the land and building, subject to any recorded easements and deed restrictions, without 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

related to acquisition and any capital improvements made to the property or the offered purchase price less any and all grant monies Grantor received from the Grantee, whichever is greater. The County shall have 90 days after notice of such offer to enter into a contract with Grantee. Failure to enter into a contract within such 90-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 which shall be extinguished if the property is conveyed to a third party, which is not a municipality or a 501(c)(3) nonprofit organization, after the county waives its option to purchase; and

(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 meeting the MCCT applicant qualifications, 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 D.

ATTEST:

WARREN COUNTY BOARD
OF CHOSEN FREEHOLDERS

By: Edward Smith

Date: 11/14/18

Name: Edward Smith

Title: Freeholder Director

Steve Marvin
Steve Marvin, Clerk

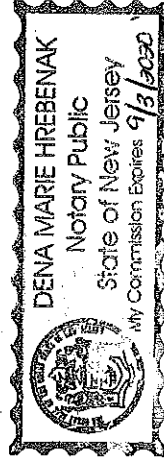
ATTEST:

By: Joseph Waters
Date: 11/28/18

Name: Joseph Waters

Title: Mayor

Dena Marie Hrebena
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

PROJECT NUMBER: 03893 5065 8931805 5065

GRANTEE: Township of Mansfield

PROJECT NAME: Mount Bethel Community Center, Phase III - Interior Restoration project

BLOCK(S) AND LOT(S) OF PROJECT	ESTIMATED ACREAGE	ESTIMATED COST
Block(s): 901 Lot(s): 23	N/A	\$ 200,000.00
STATE SHARE:		
GREEN ACRES GRANT		\$ 0
GREEN ACRES LOAN		\$ 0
OTHER		\$ 0
LOCAL SHARE:		
FUNDS DIRECTLY FROM GRANTEE:		\$ 0
DONATION THROUGH GRANTEE:		\$ 0
FUNDS FROM MUNICIPALITY:		\$ 50,000.00
WARREN COUNTY OPEN SPACE, RECREATIONAL, AND FARMLAND AND HISTORIC PRESERVATION TRUST FUND GRANT		
		\$ 150,000.00

- 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 D

**Historic Preservation Restriction
(on file)**

ATTACHMENTS

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- 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 8931805 5065

GRANTEE: Township of Mansfield

PROJECT NAME: Mount Bethel Community Center, Phase III - Interior Restoration project

<u>BLOCK(S) AND LOT(S) OF PROJECT</u>	<u>ESTIMATED ACREAGE</u>	<u>ESTIMATED COST</u>
Block(s): 901 Lot(s): 23	N/A	\$ 200,000.00
STATE SHARE:		
GREEN ACRES GRANT		\$ 0
GREEN ACRES LOAN		\$ 0
OTHER		\$ 0
LOCAL SHARE:		
FUNDS DIRECTLY FROM GRANTEE:		\$ 0
DONATION THROUGH GRANTEE:		\$ 0
FUNDS FROM MUNICIPALITY:		\$ 50,000.00
WARREN COUNTY OPEN SPACE, RECREATIONAL, AND FARMLAND AND HISTORIC PRESERVATION TRUST FUND GRANT		
		\$ 150,000.00

- 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 D

**Historic Preservation Restriction
(on file)**

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**THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF WARREN**

Wayne Dumont, Jr., Administration Building
165 County Route 519 South
Belvidere, NJ 07823

RESOLUTION 513-18

On motion by **Mr. Sarnoski**, seconded by **Mr. Gardner**, the following resolution was adopted by the Board of Chosen Freeholders of the County of Warren at a meeting held November 14, 2018.

**AUTHORIZING GRANT TO THE TOWNSHIP OF MANSFIELD
FOR THE MOUNT BETHEL COMMUNITY CENTER,
PHASE III - INTERIOR RESTORATION PROJECT,
IN THE AMOUNT OF \$150,000.00;
SUBJECT TO THE AVAILABILITY OF FUNDS**

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 the Township of Mansfield be awarded \$150,000.00 for the Mount Bethel Community Center, Phase III - Interior Restoration project; and

WHEREAS, adequate funds in the amount of \$150,000.00 are available in account 03893 5065 8931805 5065

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Warren at its regular meeting on November 14, 2018, that such a grant be approved.

RECORDED VOTE: Mr. Gardner yes, Mr. Sarnoski 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]

P.O. # 89318050

County of Warren
Voucher and Request for Payment
165 County Road 519 South
Administration Building
Belvidere NJ 07823

Vendor # 50752

CLAIMANT	Township of Mansfield 100 Port Murray Road Port Murray, NJ 07865	DATE	
		ACCT #	03893-5065 8931805-5065

THIS BILL MUST BE PROPERLY ITEMIZED AND CERTIFICATION SIGNED BEFORE BEING PRESENTED.

Project: Mount Bethel Community Center

Total

CLAIMANT'S CERTIFICATION AND DECLARATION

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

Date	Signature	Position
------	-----------	----------

COUNTY CERTIFICATION

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

DATE PASSED	
CHECK #	
AMOUNT	

Date	Department Head Signature
------	---------------------------

Mount Bethel



FINE DESIGN & HISTORIC PRESERVATION

20 MUNICIPAL DRIVE
PHILLIPSBURG, NEW JERSEY 08865-7800
PHONE 908-387-8630 - FAX 908-387-1493

PROPOSAL FOR PROFESSIONAL PRESERVATION CONSULTING SERVICES
April 1, 2019

Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865
908-689-6151
dhrebenak@mansfieldtownship-nj.gov

Re: Mount Bethel Community Center Phase III

A. Introduction and Firm Background

Eclectic Architecture, LLC is a leader in the fields of Architecture and Historic Preservation. The firm is an experienced and enthusiastic one having passion, talent and strong relationships with other industry leaders. Eclectic Architecture (EA) distinguishes itself with its thorough work products, creative approaches and strong working partnerships.

B. Project Understanding

The Mount Bethel Methodist Church was built in 1844 and accepted to the National Register of Historic Places in 1980. The structure is a superb example of mid nineteenth century rural Greek Revival ecclesiastical architecture. In 2014 the church was purchased by the Township of Mansfield.

The structure has been vacant for several years and is in fair to poor condition. The exterior masonry is in fair condition. Inappropriate gray Portland cement based mortar was added as a repointing repair in the 20th century. It is potentially damaging to the building as a whole and is failing in areas. In Phase II of the preservation effort, the West (front) and South elevations were repointed with an appropriate lime-based mortar. Phase III will see the repointing of the remaining elevations on the East and North sides. The interior is in fair to poor condition and the building remains uninhabitable. In Phase I during the roof restoration, the partially collapsed ceiling was removed and the interior of the building was cleaned. The building contains debris and mold due to the previous roof leaks and finishes are in various states of deterioration.

It is the goal of Mansfield Township to obtain a certificate of occupancy at the end of Phase III allowing for use of the building by the general public. In order to get a certificate of occupancy, the architectural issues must be address including structural framing repairs of the first floor, structural framing repairs of the ceiling and restoration of the floors, walls and ceiling. In addition, the building must be provided with a working HVAC system, electrical system,

The following are the hourly rates of team members:

Principal Architect/Senior Project Manager	\$130/hour
Senior Historic Preservation Specialist & Drafting	\$100/hour

Hourly rates would apply to additional services for any work outside of the proposed scope of work. Additional services would only be conducted at the direction of the client and are not anticipated on this project.

E. Project Fee

The architectural fee will remain fixed for the project to facilitate planning.

Total fee \$28,000

F. Preliminary Project Schedule

Summer/Fall 2019: Project kick-off meeting, architectural survey and development of the Construction Documents

Winter 2020: Project bidding and award

Spring/Summer 2020: Project construction

Summer/Fall 2020: Project completion and close-out

H. Other Conditions

1. All work conducted will be based upon all applicable Federal and State standards for the treatment of historic structures.
2. The project team will meet or exceed the requirements for historians, architectural historians and architects established in 36-CFR-61 Professional Qualification Standards.
3. Billing rates and fees are subject to change if there is no contract agreement before April 1, 2020.
4. Work products are owned and copyrighted by the Architect as instruments of service. A license will be granted for the reproduction of the work product for the purposes of execution of the project, public awareness and education as long as full credit is given to Eclectic Architecture, LLC. Any other use of the copyrighted materials without full and fair financial compensation and credit will be considered a copyright infringement.

RE: Purchase Order

Michael J Margulies

Wed 9/11/2019 3:28 PM

To: Dena Hrebenak <dhrebenak@mansfieldtownship-nj.gov>

 1 attachments (2 MB)

Mount Bethel Ph III 190911 PROGRESS.pdf,

The drawing set is attached for Phase III. It would be good to meet next week and for us to visit the site just to make sure we're hitting everything that needs to be done in this phase. The site work is the most complicated part and we do not yet have full civil/septic design but they will get the idea.

Michael J. Margulies, RA, AIA
Eclectic Architecture, LLC
20 Municipal Drive
Phillipsburg, New Jersey 08865
o: 908-387-8630

From: Dena Hrebenak <dhrebenak@mansfieldtownship-nj.gov>**Sent:** Wednesday, September 11, 2019 2:46 PM**To:** Michael J Margulies <mjm@eclectictecture.com>**Subject:** Re: Purchase Order

If you can get that to me by the end of the day so that the Committee can review that would be great.

Dena Hrebenak, RMC, CMR

Township of Mansfield

100 Port Murray Road

Port Murray, NJ 07865

(908) 689-6151 x 128

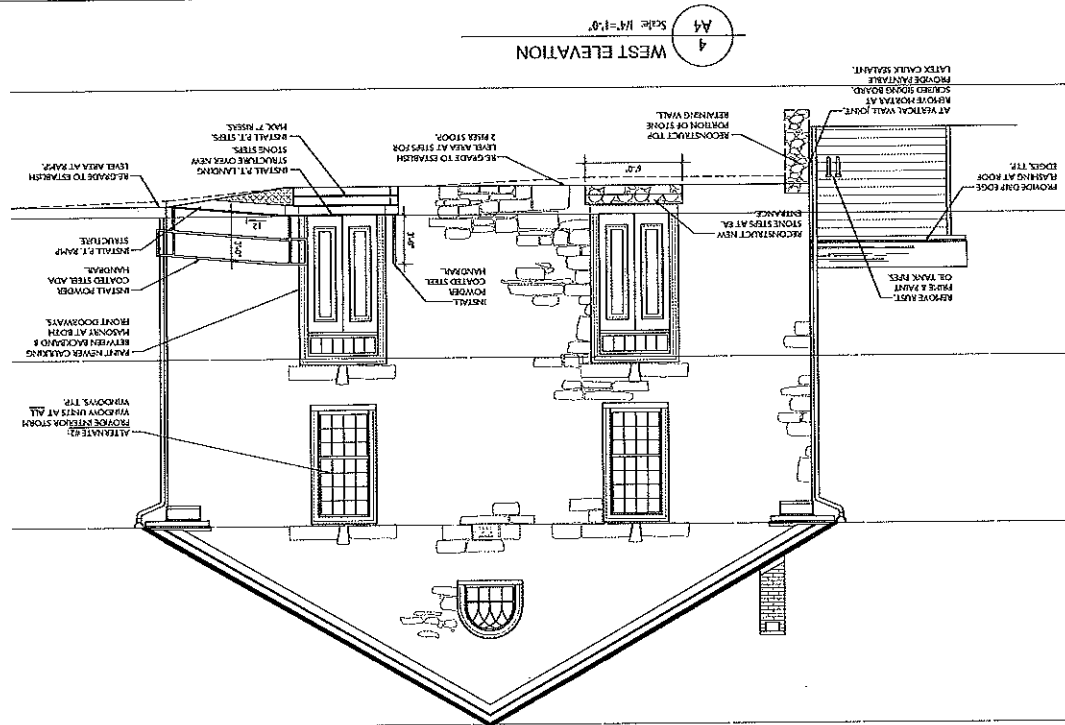
From: Michael J Margulies <mjm@eclectictecture.com>**Sent:** Wednesday, September 11, 2019 2:43 PM**To:** Dena Hrebenak <dhrebenak@mansfieldtownship-nj.gov>**Subject:** RE: Purchase Order

Dena,

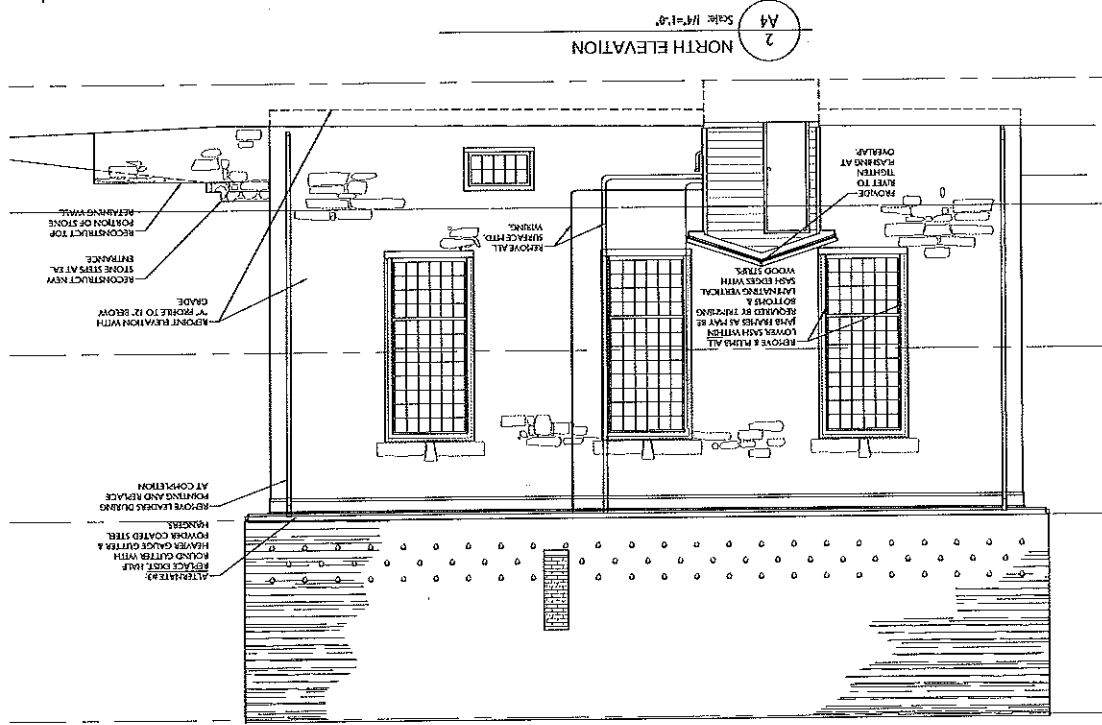
We won't have bidding documents complete but I will email a set for the committee to at least look over for the scope and bid structure with alternates at the end of the day. I'm anticipating we'll have the bid documents ready to go out next week.

Michael J. Margulies, RA, AIA
Eclectic Architecture, LLC
20 Municipal Drive
Phillipsburg, New Jersey 08865
o: 908-387-8630

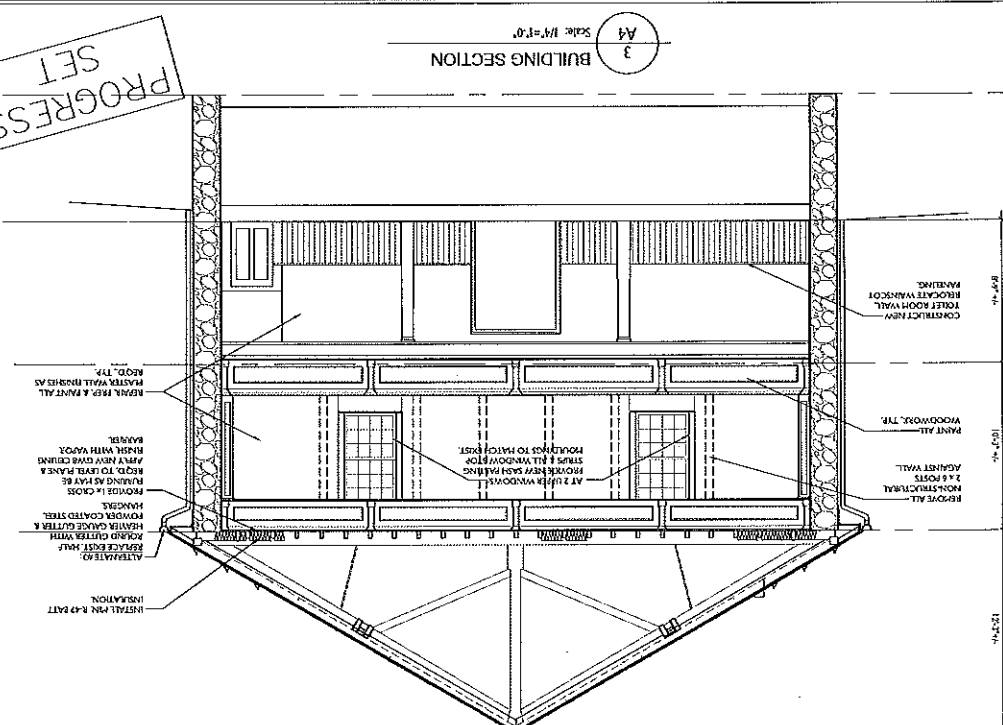
From: Dena Hrebenak <dhrebenak@mansfieldtownship-nj.gov>**Sent:** Tuesday, September 10, 2019 11:20 AM**To:** Michael J Margulies <mjm@eclectictecture.com>**Subject:** Re: Purchase Order



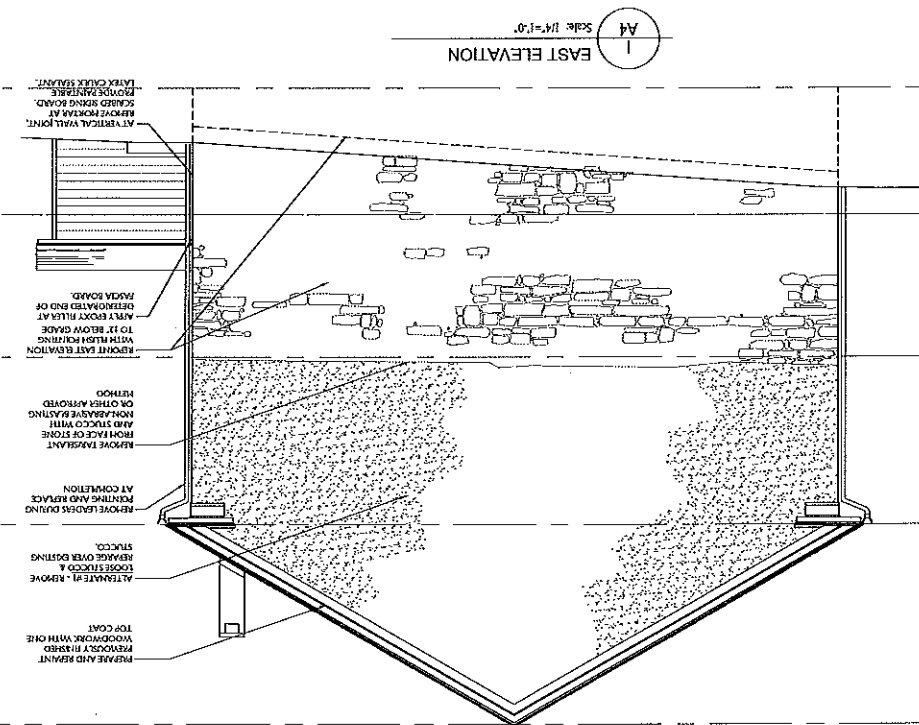
WEST ELEVATION



NORTH ELEVATION



BOLDING SECTION



EAST ELEVATION

PROGRESS SET



Invoice

Date	Invoice #
10/7/2019	Phase3 #3

Bill To

Mansfield Twnshp
 c/o Dena Hrebenak, Municipal Clerk
 100 Port Murray Road
 Port Murray, NJ 07865

Due Date
11/8/2019

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Phase III Project 2019-004 Architectural Services Progress Billing to 50% of the \$17,000.00 Fee (\$8500.00 less the \$1000.00 previously invoiced) Integration of remaining Phase II tasks into Phase III Scope		7,500.00	7,500.00
Total				\$7,500.00

Payments/Credits	\$0.00
Balance Due	\$7,500.00

Phone #	Fax #
(908) 387-8630	(908) 387-1493

Performance Bond

CNA SURETY

Bond No. 72262558

CONTRACTOR:

(Name, legal status and address)

Preservation Works Ltd.
524 Northampton Street
Easton, PA 18042

OWNER:

(Name, legal status and address)

Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865

SURETY: Western Surety Company; South Dakota Corporation
(Name, legal status and principal place of business)

151 North Franklin
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: April 9, 2020

Amount: \$104,800.00

Description:

(Name and location)

Mt. Bethel Methodist Church Phase III - Masonry Restoration

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: May 14, 2020

(Not earlier than Construction Contract Date)

Amount: \$104,800.00

Modifications to this Bond: ☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Preservation Works Ltd.

(Corporate Seal)

SURETY

Company:

Western Surety Company

(Corporate Seal)

Signature:

Name Robert J. Wozniak
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name John D. Weisbrot
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

JW Bond Consultants, Inc.
6023A Kellers Church Road
Pipersville, PA 18947

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Payment Bond

CNA SURETY

Bond No. 72262558

CONTRACTOR:

(Name, legal status and address)

Preservation Works Ltd.
524 Northampton Street
Easton, PA 18042

SURETY: Western Surety Company; South Dakota Corporation
(Name, legal status and principal place of business)

151 North Franklin
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: April 9, 2020

Amount: \$104,800.00

Description:

(Name and location)

Mt. Bethel Methodist Church Phase III - Masonry Restoration

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: May 14, 2020

(Not earlier than Construction Contract Date)

Amount: \$104,800.00

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Preservation Works Ltd.

(Corporate Seal)

SURETY

Company:

Western Surety Company

(Corporate Seal)

Signature:

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Tara McKiniry
Manager

Signature:

Name John D. Weisbrot

and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(Corporate Seal)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

JW Bond Consultants, Inc.
6023A Kellers Church Road
Pipersville, PA 18947

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John D Weisbrot, Patricia A Tinsman, Steven Michael Varga, Melissa Lynn Mc Dade,
Individually**

of Pipersville, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

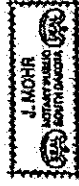
In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereof affixed on this 22nd day of October, 2018.

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of May, 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	\$ 2,101,389,646

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, license and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	\$ 533,948,430

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,283,369,380
Surplus as regards policyholders	-
Total Liabilities and Capital	\$ 1,567,441,217
	\$ 2,101,389,646

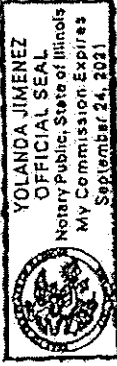
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires: _____

By Amy Smith Senior Vice President
 Western Surety Company

By Yolanda Jimenez Notary Public



Western Surety Company

Bond No. 72262558

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2018. The financial statements of Western Surety Company as of and for the year ended December 31, 2018 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$1,541,567,347

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2019, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	\$153,381,000

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18.9 as of (date of which such limitation was so established) is as follows: N/A
- (4) The amount of the bond to which this statement and certification is attached is \$ 104,800.00.
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

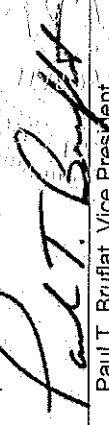
- (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
- and

- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

CERTIFICATE

I, Paul T. Bruflat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true; and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Date: May 14, 2020


Paul T. Bruflat, Vice President



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

Date: May 01, 2019.

NAIC COMPANY CODE: 13188

THIS IS TO CERTIFY THAT THE **WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF **May, 2020**, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 11 - Other Liability**
- 13 - Fidelity and Surety**



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

MEETING MINUTES

Project: Mount Bethel Methodist Church Phase III

Meeting Date: July 2, 2020

Location: site meeting

Preparation Date: July 7, 2020

Re: Project Meeting

Base Contract Amount: \$104,800

Adjusted Amount: \$0

Total Contract Amount: \$104,800

Attendees:

Larry Weintraub

(LW)

Eclectic Architecture (EA)

John Snyder

(JS)

Mansfield Township (MT)

Rob Wozniak

(RW)

Preservation Works, Ltd. (PW)

Lauren Kirk

(LK)

Preservation Works, Ltd. (PW)

Meeting started at 12:00 PM, concluded at 12:30 PM

New Business 07/02

- 2.01 It was observed that approximately one third of the exposed stone masonry at the east façade has been cleaned of mortar from the surface and joints.
- 2.02 RW explained that the process to remove the surface and joint mortar from the east façade was laborious, taking four different passes using a combination of hand, mechanical, and Thermatech process applications.
- 2.03 It was observed that the areas of green paint have been nearly completely removed from the exposed concrete foundations at the east façade and that additional solvent applications were in process and effectively removing the remaining paint. However, the painted areas upon the stone masonry was proving a challenge to remove. RW explained that he had employed several different solvent based products and applications including Soy Gel and Peel Away 1, with limited results. He indicated that he shall employ additional products and techniques, such as a mixture of lye and wallpaper paste, and or sodium hydroxide, to determine the best paint removal solution. If all else fails, he intends to employ a mechanical rotary wire brush paint removal process; the least abrasive of more abrasive options.
- 2.04 At the north façade, it was observed that all of the surface mounted wires and conduit have been removed with one conduit line dangling free from the façade to allow for the masonry restoration work to continue. RW explained that all of the removed wiring was not live,

- 1.04 RW indicated that he would remove the current roof downspout piping to clear the scaffolding. He shall replace the downspouts with temporary flexible corrugated plastic piping to be directed away from the foundation. **Closed.**
- 1.05 MM indicated that the current exterior surface mounted electrical conduit, metal jacket cables, and telephone wiring will need to be removed and re-routed temporarily to the inside wall of the building until the wiring can be permanently re-routed in a concealed manner with the interior rehabilitation phase of work. MM suggested that RW engage an electrician to perform this work, and to determine which wiring is active, and which has been abandoned. It was further decided that the wall mounted land line telephone junction box and wiring could be permanently removed, and reinstalled should the future building tenant/occupant/use require such service. **Closed.**
- 1.06 MM furnished a full size Cedar wood sill profile piece to RW so that he can have the new replacement sill fabricated for the missing sill at the east most window at the north façade. **Closed.**
- 1.07 As PW will require an active water service for this masonry restoration project, JS explained that the Township will allow use of the well on site, but that the electrical breakers that serve the well will need to be activated only during use, and shut off at the end of each work day. RW was shown the applicable electrical panel and breakers (numbers 14 & 16). JS demonstrated where the well water sillcock faucet valve outlet was located for use. **Closed.**
- 1.08 At the east façade, MM explained that it is intended that the current area of applied cement stucco is intended to be retained. But that RW should perform a surface "knock test" to locate any loose areas of stucco and to patch, match, and repair those areas. **Open.**
- 1.09 At the east façade, MM explained that the rough edge of the bottom of the upper cement stucco area shall be trimmed to a straight level line, all roof tar shall be removed, and the joint be mortared. **Open.**
- 1.10 At the east façade, LW explained that the former structure roof ridge plate attachment bolts and anchors shall be removed. **Open.**
- 1.11 Upon the east façade, RW intends to remove from the exposed stone masonry area, the formerly applied plaster scratch coat with hand chiseling, and or the Thermatech cleaning process. **In progress. Open.**
- 1.12 Though not a part of the Phase III masonry repair work, a discussion was had concerning the condition and potential repair or replacement of the masonry cemetery retaining wall to the north side of the former church building. MM explained that the original wall was likely parged with a form of whitewash lime stucco, but that sometime in the 20th century, the parging was removed and the stonework pointed (with an incompatible Portland cement mortar) as was popular at that time. The exposure of the stone to the elements, as well as hydrostatic ground movement, and minimal maintenance has caused excessive deterioration and failure of the wall in places. **Closed.**
- 1.13 MM speculated that complete reconstruction of the wall, to include demolition, stone salvaging and cleaning, installation of a new wall footing, erection of the new wall, and archaeological monitoring could cost as much as \$150,000-\$160,000 to execute. MM thus suggested that a less costly alternative could be to repair only the wall sections that have failed, or to take the entire wall down to the higher grade level and remain. Then later reset a new higher section of wall on top of the remaining lower wall. Thus, any archaeological work could be prevented. **Closed.**

MEETING MINUTES

Project: Mount Bethel Methodist Church Phase III

Meeting Date: **June 10, 2020**

Location: site meeting

Preparation Date: June 11, 2020

Re: Project Meeting

Base Contract Amount: \$104,800

Adjusted Amount: \$0

Total Contract Amount: \$104,800

Attendees:

Michael Margulies

(MM)

Eclectic Architecture (EA)

Larry Weintraub

(LW)

Eclectic Architecture (EA)

John Snyder

(JS)

Mansfield Township (MT)

Rob Wozniak

(RW)

Preservation Works, Ltd. (PW)

Lauren Kirk

(LK)

Preservation Works, Ltd. (PW)

Meeting started at 11:00 AM, concluded at 11:45 AM

New Business 01/15

- 1.01 RW intends to employ the Thermatech hot water type masonry cleaning method for both the north and east facades.
- 1.02 It was observed that PW is in the process of erecting scaffolding at the north façade. Over the 1-story entry structure, RW indicated that he would erect a scaffold pick board to span over the structure. Further that the roof of the structure would be fully covered with a tarpaulin to prevent possible mortar drop staining.
- 1.03 RW requested to utilize a pair of existing large eye hook bolts that exist along the central cornice frieze board along the north façade to anchor part of the scaffolding. MM agreed, so long as these hooks are removed (and the frieze board patched and painted) when the scaffolding is removed.
- 1.04 RW indicated that he would remove the current roof downspout piping to clear the scaffolding. He shall replace the downspouts with temporary flexible corrugated plastic piping to be directed away from the foundation.
- 1.05 MM indicated that the current exterior surface mounted electrical conduit, metal jacket cables, and telephone wiring will need to be removed and re-routed temporarily to the inside wall of the building until the wiring can be permanently re-routed in a concealed manner with the interior rehabilitation phase of work. MM suggested that RW engage an electrician to perform this work, and to determine which wiring is active, and which has been abandoned. It was further decided that the wall mounted land line telephone junction box and wiring could be permanently removed, and reinstalled should the future building tenant/occupant/use require such service.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS
 (for Contractor and Sub-Contractor's Use for Weekly and Final Certification)
 (N.J.A.C. 12:60-2.1 and 6.1)

Mt Bethel Church
 NEW JERSEY DEPARTMENT OF Phase III
LWD
 LABOR AND WORKFORCE DEVELOPMENT
 n.j.gov/labor

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS DATE WAGES DUE DATE WAGES PAID
 Preservation Works Ltd 120 N. Locust St Easton, PA 18042 8/7/2020
 PAYROLL NO. WEEK ENDING OR FINAL CERTIFICATION PROJECT NAME AND LOCATION CONTRACTOR REGISTRATION NO.
 8/2/2020 Repairs at Mount Bethel Church 721652

1. NAME AND ADDRESS OF EMPLOYEE	2. WORK CLASSIFICATION	Overtime (OT) or Straight Time (ST)	3. DAY AND DATE							4. TOTAL HOURS	5. RATE OF PAY	6. GROSS AMOUNT EARNED		7. DEDUCTIONS						8. NET WAGES PAID FOR WEEK	9. Total Fringe Benefit Cost/Hr.
			S	M	T	W	TH	F	S			This Project Only	Total for Week	FICA	With- holding Tax	With holdin g Tax NJ	Medi care	SUI DI FL	Total Deduc- tions		
			2	27	28	29	30	31	1												
			HOURS WORKED EACH DAY																		
Lauren Kirk 3109 Fairview St Bethlehem, PA 18020	Masonry	OT										1412.45	1463.15	90.71	207.00	44.92	21.21	30.41	394.25	1068.90	
		ST			6.57	4.92	6.58			18.07	78.18										
Robert Wozniak 120 N. Locust St Easton, PA 18042	Owner Exempt	O																			
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Questions? Please contact the Division of Wage and Hour Compliance at (609) 292-2259 or (609) 292-2283.

R-08-12-08

SUBMIT TO PUBLIC BODY OR LESSOR

Download your fill-in-able, Excel New Jersey Payroll Certification For Public Works Projects at www.Construction-Business-Forms.com