

**MINUTES**

7:30 p.m. Wednesday, June 6, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

**Roll Call**

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the regular minutes from May 2, 2012 and May 16, 2012.

	Motion	Second	Yes	No	Abstain
Nestore					
Wallace					X (May 2 <sup>nd</sup> )
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46686 Proclamation recognizing Taylor Minatee as Boys & Girls Club of Gloucester County 2012 Youth of the Year (to be presented) (Simmons).

46687 Proclamation in Honor and Recognition of Howard Tucker for his distinguished Military Career and his service to the Veterans and Community at Holiday City (previously presented) (Chila).

46688 Proclamation Proclaiming May 6th – 12th National Nurses Week (previously presented) (Barnes).

46689 Proclamation recognizing the first grade students of Bullock School in Glassboro for winning \$1000 (to purchase library books) in the Mayors Book Club initiative (previously presented) (Simmons).

Sgt. Dale Taylor gave a presentation. Semper Fidelis Detachment of the Marine Corp. League. The official color guard of Gloucester County.

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

**OPEN**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**CLOSE**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA

**46690 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION MATTERS ENTITLED WILLIE CARROLL v. GLOUCESTER COUNTY, C.P. NO. 2006-9063 AND DOMINICK CAMA v. GLOUCESTER COUNTY, C.P. NO. 2009-27511.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46691 RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO: (i) \$12,986,000 OF ITS GENERAL OBLIGATION BONDS, SERIES 2012; AND (ii) \$7,551,000 OF ITS COUNTY COLLEGE BONDS, SERIES 2012; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION OF THE INTEREST ON SAID BONDS FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE BONDS**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46692 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46693 RESOLUTION AUTHORIZING THE COUNTY TO MODIFY THE CURRENT CONTRACT AND ALL OTHER DOCUMENTS WITH IKON OFFICE SOLUTIONS, INC. TO REFLECT THE COMPANY'S NAME CHANGE ONLY TO "RICOH USA, INC."**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46694 RESOLUTION AUTHORIZING THE SALE OF FOUR (4) PROPERTIES CURRENTLY OWNED BY THE COUNTY NO LONGER NEEDED FOR ANY PUBLIC PURPOSE DESIGNATED AND KNOWN AS FOLLOWS: TAX BLOCK 62, LOT 16.01 IN THE CITY OF WOODBURY; TAX BLOCK 58, LOT 8 IN THE CITY OF WOODBURY; TAX BLOCK 78, LOT 5.01 IN THE CITY OF WOODBURY; AND TAX BLOCK 16, LOT 5.01 IN THE TOWNSHIP OF WASHINGTON.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46695 RESOLUTION APPOINTING INGRES SIMPSON TO THE HOUSING AUTHORITY OF THE COUNTY OF GLOUCESTER.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46696 RESOLUTION APPOINTING CODY D. MILLER TO THE GLOUCESTER COUNTY COLLEGE BOARD OF TRUSTEES.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X			X
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**46697 RESOLUTION AUTHORIZING A CONTRACT WITH NORTH EASTERN HARDWOOD FLOORS, INC., TO SUPPLY AND INSTALL VINYL COMPOSITION TILE AND COVE BASE WITHIN A TWO YEAR TERM FOR A MAXIMUM CONTRACT AMOUNT OF \$40,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46698 RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH HABITAT FOR HUMANITY FOR A NEW CONSTRUCTION PROJECT IN FRANKLINVILLE, NEW JERSEY FROM MAY 16, 2012 TO MAY 15, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46699 RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01 WITH R.E. PIERSON CONSTRUCTION CO., INC. IN THE AMOUNT OF \$17,173.83 IN REGARD TO ENGINEERING PROJECT #07-07.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46700 RESOLUTION AUTHORIZING AWARD OF CONTRACTS TO LIPPINCOTT JACOBS CONSULTING ENGINEERS, AND PENNONI ASSOCIATES INC., AS PER RFP-012-030, FOR ONE (1) YEAR IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR EACH CONTRACT FOR MATERIAL TESTING AND INSPECTION OF CONCRETE, ASPHALT AND SOIL.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46701 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #1 TO FEDERAL AID AGREEMENT #11-DT-BLA-613 BETWEEN THE COUNTY AND THE NJ DEPARTMENT OF TRANSPORTATION TO DECREASE FUNDING IN THE AMOUNT OF \$235,329.00 FOR ENGINEERING PROJECT # 11-03FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46702 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION INCREASE #01 TO FEDERAL AID AGREEMENT 10-DT-BLA-574 IN THE AMOUNT OF \$139,470.00, REGARDING ENGINEERING PROJECT #10-04FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46703 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. IN THE AMOUNT OF \$443,639.20, FOR THE CONSTRUCTION OF ENGINEERING PROJECT #08-12FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46704 RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER INCREASE #01 WITH DIEHL ELECTRIC, INC. IN THE AMOUNT OF \$161,906.38.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila					X
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46705 RESOLUTION AUTHORIZING PURCHASE BY THE COUNTY OF TWO (2) 2013 FREIGHTLINER 108 SD HEAVY DUTY CAB AND CHASSIS DUMP TRUCKS FROM TRANSTECK, INC. FOR \$293, 916.00, AS PER BID PD-012-010.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46706 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY AND TOWNSHIP OF WOOLWICH FOR USE BY WOOLWICH OF A COUNTY VACUUM TRUCK AND MAN POWER, AS PART OF WOOLWICH'S STORM DRAIN MANAGEMENT PROJECT.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46707 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 194.30, LOT 2, IN THE TOWNSHIP OF WASHINGTON FROM FRANK J. AND MARIA ELANA GERACE FOR THE TOTAL AMOUNT OF \$21,000.00 FOR ENGINEERING PROJECT #06-01FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace had a question about the appraised value.

**46708 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 54.04, LOT 56, IN THE TOWNSHIP OF WASHINGTON FROM KEVIN J. AND SHEILA D. LAUER FOR THE TOTAL AMOUNT OF \$5,700.00 FOR ENGINEERING PROJECT #06-01FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46709 RESOLUTION AUTHORIZING A CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WITH ADAMS, REHMANN & HEGGAN ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$39,810.00, AS PER RFP-12-029, REGARDING ENGINEERING PROJECT #08-12FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: Freeholder Wallace said the county could have saved \$15,000.00. Administrator Bruner said the Federal Government does not take price into consideration, not our rules, their rules. You must evaluate proposals on their merits.

**46710 RESOLUTION AUTHORIZING A UTILITY EASEMENT AGREEMENT WITH ATLANTIC CITY ELECTRIC COMPANY REGARDING THE COUNTY'S ROAD IMPROVEMENT PROJECT AT WOODBURY-GLASSBORO (CR553), LAMBS ROAD (CR635) AND TYLERS MILL ROAD, IN THE TOWNSHIP OF MANTUA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF HEALTH & EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**46711 RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH NMS LABS FOR THE PROVISION OF FORENSIC TOXICOLOGY LAB SERVICES FOR THE GLOUCESTER/ CAMDEN/ SALEM COUNTY MEDICAL EXAMINER'S OFFICE FROM MAY 19, 2012 TO MAY 18, 2014 IN AN AMOUNT NOT TO EXCEED \$50,000.00 PER YEAR.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46712 RESOLUTION AUTHORIZING THE CANCELLATION OF CONTRACT AWARDED PER RFP#11-009 BETWEEN THE COUNTY OF GLOUCESTER AND KENNEDY MEMORIAL UNIVERSITY MEDICAL CENTER, INC.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46713 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND MARYVILLE, INC., TO INCREASE THE CONTRACT AMOUNT BY \$23,200.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46714 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND NEW HOPE FOUNDATION, INC., TO INCREASE THE CONTRACT AMOUNT BY \$4,300.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46715 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND THE RECOVERY SERVICES OF NEW JERSEY T/A LIGHTHOUSE AT MAYS LANDING, INC., TO INCREASE THE CONTRACT AMOUNT BY \$6,500.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46716 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND CENTER FOR FAMILY SERVICES, INC. TO INCREASE THE CONTRACT AMOUNT BY \$1,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46717 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND SODAT, INC. TO INCREASE THE CONTRACT AMOUNT BY \$1,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons		X	X		
Barnes	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**46718 RESOLUTION AUTHORIZING THE PURCHASE OF RADIO DISPATCH CONSOLES FROM PMC ASSOCIATES, THROUGH STATE CONTRACT #53771, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$250,000.00, FROM JUNE 1, 2012 TO MAY 31, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**46719 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO THE CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND LAWMEN SUPPLY COMPANY, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND MAXIMUM CONTRACT AMOUNT OF \$100,000.00, FROM JULY 1, 2012 TO JUNE 30, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**46720 RESOLUTION AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS RELATED TO THE APPLICATION FOR THE FEMA FY 2011 FIRE PREVENTION AND SAFETY GRANT THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FROM MAY 4, 2012 TO MAY 3, 2013, IN THE AMOUNT OF \$122,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**46721 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO HOLCOMB BUS SERVICE, INC. TO OPERATE A VOCATIONAL BUS ROUTE FOR PERSONS WITH DISABILITIES, FROM JUNE 11, 2012 TO JUNE 10, 2014, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$136,240.00.**

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**46722 RESOLUTION AUTHORIZING THE EXECUTION OF A FEDERAL OFF-CAMPUS WORK STUDY AGREEMENT BETWEEN THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE AND VILLANOVA UNIVERSITY, AT NO COST TO THE COUNTY, FROM MAY 14, 2012 AND CONCLUDING AUGUST 17, 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46723 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2012-H3309-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE TOTAL AMOUNT OF \$12,575.00, FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2015.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46724 RESOLUTION AUTHORIZING THE PURCHASE OF GATOR HAWK STAB VESTS FROM LAWYERS SUPPLY COMPANY UNDER STATE CONTRACT NO. A81295 FOR THE DEPARTMENT OF CORRECTIONS IN THE AMOUNT OF \$20,100.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46725 RESOLUTION TO CONTRACT WITH CORIZON HEALTH OF NEW JERSEY, LLC TO PROVIDE HEALTH CARE SERVICES FOR INMATES AT THE GLOUCESTER COUNTY CORRECTIONAL FACILITY FROM JUNE 1, 2012 TO MAY 31, 2015 FOR A MAXIMUM CONTRACT AMOUNT OF \$717,317.00 FOR THE FIRST YEAR, \$733,297.00 FOR THE SECOND YEAR, AND \$749,442.00 FOR THE THIRD YEAR**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46726 RESOLUTION URGING THE UNITED STATES CONGRESS TO PASS AND PRESIDENT OBAMA TO SIGN THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 2012 (H.R. 5742)**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**46727 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF HENRY W. TUTING, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK 59, LOT 7, CONSISTING OF 6.06 ACRES, IN THE AMOUNT OF \$72,114.00 (CERTIFIED AT \$11,900.00).**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46728 RESOLUTION AUTHORIZING ACQUISITION OF DEVELOPMENT EASEMENTS, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENTS, ON THE FARM PROPERTY E. OWEN POOL AND GLADYS E. POOL, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 1204, LOTS 2 & 5, CONSISTING OF 22.945 ACRES, IN THE AMOUNT OF \$195,032.50 (CERTIFIED AT \$8,500.00).**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46729 RESOLUTION AUTHORIZING THE AWARD OF SPLIT CONTRACTS EACH FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$45,000, AS PER RFP 12-023, TO: CURRAN REALTY ADVISORS, LLC; E & A ASSOCIATES, LLC; STEVEN BARTELT, MAI; R.W. FRANKENFIELD ASSOCIATES; THE HANSON ORGANIZATION, PC; AND MOLINARI AND ASSOCIATES, PC, FOR APPRAISAL AND OTHER RELATED SERVICES FOR COUNTY LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46730 RESOLUTION APPROVING FINAL RELEASE AND DISTRIBUTION OF ESCROW FUND HELD BY PRESIDENTIAL TITLE AGENCY REGARDING IMPROVEMENTS TO BE COMPLETED IN ACCORDANCE WITH SUBDIVISION APPROVAL CONFERRED BY THE COUNTY PLANNING BOARD FOR KINGS GATE SOUTH PROJECT, EAST GREENWICH TOWNSHIP, UNDER FILE #EG-0464.**

	Motion	Second	Yes	No	Abstain
Nestore					X
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

**OPEN**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**CLOSE**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:30 PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**CONGRATULATING SCHÄR USA  
ON THE  
OFFICIAL OPENING OF THEIR US HEADQUARTERS  
JUNE 21, 2012**

*WHEREAS, it is the distinct pleasure of the Gloucester County Board of Chosen Freeholders to congratulate Schär USA, a division of Italy-based Dr. Schär Srl, Europe's leading producer of gluten-free products, on the official opening on June 21<sup>st</sup> 2012 of their first US headquarters in Logan Township, Gloucester County; and*

*WHEREAS, Schär USA has made a positive impact on Gloucester County's economy and has spurred local job creation; and*

*WHEREAS, Schär USA is Europe's number one gluten-free food brand with over 30 dedicated gluten-free items in the US, making Schär products the gluten-free solution for bread, pasta, cookies, snacks, crackers and pizza, and since 1922, has been concentrating on making products to focus on the nutritional needs of young children, developing a range of gluten-free diet products specifically for young children with gastrointestinal complaints; and*

*WHEREAS, in 1981, the first comprehensive gluten-free product line was launched onto the market in close collaboration with doctors and celiac societies; and*

*WHEREAS, after graduating from the Rutgers Food Innovation Center incubator in Bridgeton, where the company set up its first test production in the United States, Schär looked at various locations throughout the Northeast and selected this prime location in Gloucester County; and*

*WHEREAS, Schär USA joins a growing list of innovative, diverse and global companies that have operations in Gloucester County; South Jersey's high concentration of people, business and wealth make it a highly desirable market for products produced in the state, and this prime location puts Schär USA within 24 hours of another 100 million consumers; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby congratulate Schär USA on the official opening of its United States headquarters and for making a positive economic impact and spurring job creation in Gloucester County.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 21st day of June, 2012.*

\_\_\_\_\_  
Robert M. Damming  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

ATTEST: \_\_\_\_\_  
Robert N. DiLella, Clerk

~HONORING~  
**GLOUCESTER COUNTY COLLEGE**  
**MEN'S TENNIS TEAM**  
**SOFTBALL TEAM**  
**TRACK & FIELD**  
**FOR THEIR OUTSTANDING PERFORMANCE**  
**DURING THE 2011-2012 SEASON**

*WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the Gloucester County College athletic accomplishments in Men's Tennis, Softball and Individual Track and Field during the 2011-2012 season; and*

*WHEREAS, the GCC Men's Tennis Team is the Garden State Athletic Conference Champion, the NJCAA Region XIX Tournament Champion, has an overall season record of fifteen wins and four losses, and captured their third consecutive NJCAA Division III National Championship on May 17, 2012 in Plano, TX; and*

*WHEREAS, the GCC Softball Team has an overall season record of thirty-nine wins and nine losses, and captured their second consecutive Region XIX Championship before winning a second consecutive NJCAA Division III National Championship on May 19, 2012 in Rochester, MN; and*

*WHEREAS, the GCC Track & Field Teams captured the NJCAA Northeast District Championships. At the NJCAA Division III National Championships in Alfred, NY, there were four All-Americans, including Christina Lees who defended her national championship title in the women's pole vault and set a national championship record with her winning vault; and*

*WHEREAS, under the capable guidance of Tennis Head Coach Brian Rowan, Assistant Tennis Coach Scott Henderson, Assistant Tennis Coach Ron Battle, Head Softball Coach Steve DePasquale, Assistant Softball Coach Mark Enders, Track & Field Head Coach Ryan Hughes and Assistant Track & Field Coach Joe Kalnas, these exceptional athletes have demonstrated the finest qualities of true champions;*

*NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and congratulate Gloucester County College Men's Tennis Team, Softball Team, and Track & Field for their outstanding performance during the 2011-2012 season and commend these athletes and coaches for their exceptional efforts and competitive spirit as evidenced by their accomplishments.*

*IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 21<sup>st</sup> day of June, 2012.*

\_\_\_\_\_  
 Robert M. Damminger  
 Freeholder Director

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 Giuseppe (Joe) Chila  
 Freeholder Deputy Director

\_\_\_\_\_  
 Lyman Barnes  
 Freeholder

\_\_\_\_\_  
 Vincent H. Nestore, Jr.  
 Freeholder

\_\_\_\_\_  
 Heather Simmons  
 Freeholder

\_\_\_\_\_  
 Adam J. Taliaferro  
 Freeholder

\_\_\_\_\_  
 Larry Wallace  
 Freeholder

Attest: \_\_\_\_\_  
 Robert N. DiLella, Clerk

**-In Recognition of-  
TIM VANLIEW  
2012 NCAA Division III Javelin Champion  
NJAC Male Athlete of the Year**

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to recognize **Tim VanLiew** for his athletic accomplishments in earning the 2012 National Collegiate Athletic Association Division III Javelin Championship and being named the New Jersey Athletic Conference Male Athlete of the Year; and*

*WHEREAS, **Tim VanLiew**, a 2008 Deptford High School graduate, began playing men's soccer at Rutgers University in Camden where he led the Scarlet Raptors to the program's only two NCAA tournament berths in 2008 as a freshmen goalkeeper and 2011 as a senior; and*

*WHEREAS, **Tim VanLiew** finished his soccer career at Rutgers breaking numerous program records including most wins (56), shutouts (31), shots paced (1,196) and consecutive shutout minutes (565:25) and achieving top honors including five New Jersey Athletic Conference and two Eastern College Athletic Conference Defensive Player of the Week, two New Jersey Athletic Conference Rookie Player of the Week; and*

*WHEREAS, **Tim VanLiew** earned similar accolades in throwing the Javelin, despite his late sophomore start to competition, including back to back All-American Honors, a seventh place finish at Nationals and of course, the 2012 National Collegiate Athletic Association Division III Javelin Championship; and*

*WHEREAS, **Tim VanLiew** also excelled academically being named to the NSCAA College Division Scholar All-East Region First Team, receiving the Philadelphia Inquirer Academic All-Area award for both javelin and soccer, the Wilbur W. Wilson Scholar-Athlete Award and graduating Rutgers University in Camden with a degree in psychology with the intent to go back and earn a degree in marketing.*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro, and Larry Wallace do hereby recognize **Tim VanLiew** for his athletic and academic accomplishments.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester affixed this 11th day of July, 2012.*

\_\_\_\_\_  
*Robert M. Damminger  
Freeholder Director*

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*Giuseppe (Joe) Chila  
Freeholder Deputy Director*

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*Lyman Barnes  
Freeholder*

\_\_\_\_\_  
*Vincent H. Nestore, Jr.  
Freeholder*

\_\_\_\_\_  
*Heather Simmons  
Freeholder*

\_\_\_\_\_  
*Adam Taliaferro  
Freeholder*

\_\_\_\_\_  
*Larry Wallace  
Freeholder*

*ATTEST:*

\_\_\_\_\_  
*Robert N. DiLella, Clerk*

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Recognizing the  
**Re-Opening Ribbon Cutting Ceremony**  
**Angels of God Clothing Closet**  
**Saturday, June 30, 2012**

*WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize the Re-Opening of Angels of God Clothing Closet, on June 30, 2012, located at 334 South Broadway, Pitman, New Jersey; and*

*WHEREAS, the Angels of God Clothing Closet was founded by 15 year old Katelyn Eystad from Pitman, and the organization's mission is to provide clothing and toiletries to those in need by enabling clients with a referral to participate in a twice-a-month "shopping spree" where they can visit the Pitman storefront and "shop" for clothes and other necessities free of charge; and*

*WHEREAS, Katelyn Eystad started her mission July 2009 at just 12 years old, and has provided clothing to over 3000 families since then, and the Angels of God Clothing Closet Organization has worked closely with local churches, agencies, and shelters, helping to relieve financial stress on families by providing necessities such as clothes and toiletries, obtaining these items through donations and clothing drives; and*

*WHEREAS, Angels of God Clothing Closet has been the driving force behind many other charitable efforts by collecting items for and distributing Easter Baskets, the Summer Snack Drive Program, and by organizing clothing drives for other organizations and by holding many family- oriented fundraisers, engaging the community to join in helping others who are less fortunate; and*

*WHEREAS, Angels of God Clothing Closet has helped renew faith in humanity and the American teenager and serves as true model of a home- town, charitable organization that should be exemplified throughout the County of Gloucester; and*

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damming, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby recognize Angels of God Clothing Closet on their Re-Opening Celebration.**

*IN WITNESS WHEREOF, the Board of Chosen Freeholders and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 30th day of June, 2012.*

\_\_\_\_\_  
**Robert M. Damming**  
Freeholder Director

\_\_\_\_\_  
**Giuseppe (Joe) Chila**  
Freeholder Deputy Director

\_\_\_\_\_  
**Lyman Barnes**  
Freeholder

\_\_\_\_\_  
**Vincent H. Nestore, Jr.**  
Freeholder

\_\_\_\_\_  
**Heather Simmons**  
Freeholder

\_\_\_\_\_  
**Adam J. Taliaferro**  
Freeholder

\_\_\_\_\_  
**Larry Wallace**  
Freeholder

Attest: \_\_\_\_\_  
**Robert N. DiLella, Clerk**

**RECOGNIZING THE GLOUCESTER COUNTY AKTION CLUB**  
**Charter Night – July 12, 2012**

*WHEREAS, Aktion Club, a community service group sponsored by Kiwanis International, is open to all adults 18 through 35 years old who are developmentally delayed, and who want to become community leaders and provide service to others; and*

*WHEREAS, there are approximately 450 Aktion Clubs with more than 9,000 members worldwide following the Club's Motto "where development has no disability"; and*

*WHEREAS, Gloucester County will be host to its first Aktion Club thanks in part to The Arc Gloucester, the Kiwanis Club of Greater Woodbury NJ, the Walmart Foundation and the various organization and community leaders that worked so hard to put this worthwhile club together; and*

*WHEREAS, the Gloucester County Aktion Club is hosting a "Charter Night" event to celebrate their official chartering on Thursday, July 12, 2012 at Scotland Run Park, Academy Street, Clayton from 6pm to 8pm.*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam Taliaferro and Larry Wallace do hereby recognize the Gloucester County Aktion Club for their efforts to provide adults living with disabilities the opportunity to develop initiative, leadership skills and to serve the Gloucester County community.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12<sup>th</sup> day of July, 2012.*

\_\_\_\_\_  
*Robert M. Damminger*  
*Freeholder Director*

\_\_\_\_\_  
*Giuseppe (Joe) Chila*  
*Freeholder Deputy Director*

\_\_\_\_\_  
*Lyman Barnes*  
*Freeholder*

\_\_\_\_\_  
*Vincent H. Nestore, Jr.*  
*Freeholder*

\_\_\_\_\_  
*Heather Simmons*  
*Freeholder*

\_\_\_\_\_  
*Adam Taliaferro*  
*Freeholder*

\_\_\_\_\_  
*Larry Wallace*  
*Freeholder*

ATTEST:

\_\_\_\_\_  
*Robert N. DiLella, Clerk*

**RESOLUTION AUTHORIZING A *CLOSED SESSION* TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF TWO (2) LITIGATION MATTERS:**

- (1) SANDRA KING WILSON v. GC, et al., Civil Action No. 06-01368; and**
- (2) HOWARD ABRAMS v. GLOUCESTER COUNTY, C.P. #2009-15671**

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

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b), which items are recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *July 11<sup>th</sup>, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the litigations matters set forth hereinabove.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, July 11<sup>th</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF LITIGATION  
CAPTIONED COUNTY OF GLOUCESTER v. AMERICAN ATLANTIC COMPANY,  
DEVELCOM FUNDING, LLC; DEVELCOM REALTY, LLC; DEVELCOM  
MANAGEMENT COMPANY, LLC; WEEKS MARINE, INC.; WELLS FARGO  
& COMPANY; THE WILLIAMS COMPANIES, INC., PEPCO HOLDINGS, INC.;  
STATE OF NJ, DOCKET NO. BUR-L-3641-09**

**WHEREAS**, by resolution adopted by the Gloucester County Board of Chosen Freeholders on May 6, 2009, the County authorized negotiation for the purchase of certain lands in Logan Township, and the taking of said lands by condemnation if negotiations were not successful; and

**WHEREAS**, the County of Gloucester asserted an action relative to acquisition of land in Logan Township, said action pending entitled County of Gloucester v. American Atlantic Company, et al., Superior Court of New Jersey, Burlington County, Chancery Division, Docket no. BUR-L-3641-09; and

**WHEREAS**, the County and Weeks Marine, Inc. have reached agreement in the resolution of this matter in accordance with a Memorandum of Understanding which has been prepared, and is attached hereto and incorporated herein by reference; and

**WHEREAS**, the proposed Memorandum of Understanding and Stipulation of Dismissal resolve all claims and require no payment of funds by the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that resolution of this matter is hereby approved, and that the Freeholder Director and the Clerk of the Board are authorized to execute the Memorandum of Understanding to effectuate the terms therein.

**BE IT FURTHER RESOLVED** that the County's legal representative is authorized to file the appropriate Stipulation of Dismissal with the Superior Court of New Jersey, Burlington County, Chancery Division.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made by and between County of Gloucester (County) and American Atlantic Company and Weeks Marine, Inc. (collectively referred to Weeks Marine) made this \_\_\_\_ day of \_\_\_\_\_, 2012;

WHEREAS, an action is pending entitled County of Gloucester v. American Atlantic Company, et al., Superior Court of New Jersey, Burlington County, Chancery Division, Docket No. BUR-L-3641-09 (transferred from Gloucester County GLO-L-1313-09) (hereinafter referred to as the “action”); and

WHEREAS the County and Weeks Marine have agreed to resolve their differences in the manner set forth hereinbelow;

NOW, THEREFORE, the parties agree as follows:

1. Weeks Marine shall undertake and complete, at its expense, improvements to existing gravel access roadways located on its property known as Block \_\_\_\_ Lots \_\_\_\_ on the Tax Map of the Township of Logan in two phases such that the completed improvements will raise the existing finished grade to Elevation Nine (9). The existing access roadway alignment improvements are shown on the attached maps by the yellow

line for Phase I on Exhibit "A" annexed hereto and made a part hereof and by the yellow line for Phase II on Exhibit "B" annexed hereto and make a part hereof. The objective of the foregoing work is to link the CDF containment berms with existing gravel access roadways that raise the finished grade to Elevation Nine (9) to contain a 100 year storm event designed to enhance control of flooding associated with high tide events.

2. Weeks Marine shall be responsible for any and all permitting required in connection with the above described work and all such applications and permits shall be at the sole expense of Weeks Marine.

3. Subject to receipt of such permits as may be required, Weeks Marine shall commence work on Phase I in July 2013 or as soon thereafter as any and all required permits are obtained. Following completion of Phase I, Weeks Marine shall immediately undertake and complete all work for Phase II.

4. Weeks Marine shall be responsible to maintain the above described areas at Elevation Nine (9) after completion of the work on a continuous basis.

5. Except as to the obligations referenced herein, the County and Weeks Marine release each other from any and all claims asserted or which could have been asserted in the above referenced action.

6. The above referenced action shall be dismissed with prejudice and without costs by way of Stipulation of Dismissal in the form attached hereto and part hereof as Exhibit "C". Said Stipulation of Dismissal shall be subject to compliance with the terms of this Memorandum of Understanding which shall be attached to the Stipulation as an exhibit. Weeks Marine shall not seek reimbursement for costs, disbursements, expenses and attorneys, appraisal, engineering or any other fees incurred in connection with the above referenced action under N.J.S.A. 20:3-26 and specifically waives any and all claims for such costs, disbursements, expenses and fees.

7. The terms of this Memorandum of Understanding shall be subject to approval by the Board of Chosen Freeholders of the County of Gloucester at its next regularly scheduled meeting in open session.

8. Subject to approval of this Memorandum of Understanding by the County, the Memorandum of Understanding shall be executed by the parties and the Stipulation of Dismissal with prejudice and without costs shall be executed by counsel for the parties and filed with the Court.

AMERICAN ATLANTIC COMPANY

By: \_\_\_\_\_  
*Print name:*  
*Title:*

\_\_\_\_\_  
Witness

WEEKS MARINE, INC.

By: \_\_\_\_\_  
*Print name:*  
*Title:*

\_\_\_\_\_  
Witness

COUNTY OF GLOUCESTER

\_\_\_\_\_  
Robert M. Damming, Jr.,  
Freeholder Director

\_\_\_\_\_  
Robert N. DiLella,  
Clerk of the Board

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS  
OF REVENUE INTO THE GLOUCESTER COUNTY 2012 BUDGET  
PURSUANT TO N.J.S.A. 40A:4-87**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$76,723.00**, which item is now available as a revenue from the U.S. Department of Justice Multi-Jurisdictional Gang, Gun and Narcotics Task Force, to be appropriated under the caption of *U.S. Department of Justice Multi-Jurisdictional Gang, Gun and Narcotics Task Force - Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 11, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

**RESOLUTION AWARDING CONTRACT TO BANK OF AMERICA, N.A.  
FOR THE PROVISION OF GENERAL FUND BANKING SERVICES,  
FROM JULY 1, 2012 TO JUNE 30, 2015**

**WHEREAS**, the County of Gloucester has a need for general fund banking services as the County's main banking institution; and

**WHEREAS**, in accordance with competitive contracting as per N.J.S.A. 40A:11-4.1, the County requested proposals via *consolidated RFP #012-028* from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Bank of America, N.A. made the most advantageous proposal.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and Bank of America, N.A. for general fund banking services as per RFP #012-028, for a three-year period from July 1, 2012 to June 30, 2015, with the County having the option to extend the contract twice for one (1) year terms.

**BE IT FURTHER RESOLVED** that the County shall reserve its right to utilize specific and/or smaller accounts with other banks if cost effective, as well as invest excess funds with any banking institution approved in the County's cash management plan.

**BE IT FURTHER RESOLVED** that the County of Gloucester reserves the right for final details of this contract to be determined by the County Administrator, provided that the agreement in final form is in substantially the same form as approved by this resolution.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**CONTRACT BETWEEN  
BANK OF AMERICA, N.A.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **July, 2012** by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Bank of America, N.A.** with a corporate address of 401 N. Tyron Street, Charlotte, NC 28255-0001, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the provision of *consolidated general fund banking services* on behalf of the County of Gloucester and its Entities; and

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

**WHEREAS**, pursuant to competitive contracting law, N.J.S.A. 40A:11-4.1, the County requested proposals via *RFP #012-028*.

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for a three-year period commencing July 1, 2012 and concluding June 30, 2015, with the County having the right to exercise its option to extend the Contract twice for a one (1) year period.
2. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's specifications and consolidated request for proposal (*RFP #012-028*).
3. **SERVICES/OVERVIEW.** As provided in the proposal submitted by Contractor in response to RFP #012-028, the services required in this contract include Foundation Banking Services and Other Specified Services. Neither this contract nor the designation of banking relationships restricts the Entities ability to invest excess funds. The Entities expect to, from time to time, utilize other banks than those awarded day-to-day banking relationships for interest-bearing deposits when to the benefit of the Entities. Services required for each separate entity shall be as set forth in the Contractor's proposal. This award of a banking relationship is made on the basis of separate entity or on a consolidated basis which would include all or some of the entities. All deposits of the Entities must be covered by the Government Deposit Protection Act of the State of New Jersey.

Deposit balances in non-interest bearing accounts ("Compensating Balances Accounts" of "CBA's") will be utilized to offset fees and charges for services provided to each separate entity on an aggregated basis. Funds in excess of and/or less than the agreed upon Compensating Balance requirement for that separate entity shall be swept between an investment/interest bearing account ("Sweep Account") with daily availability and the Operating Account of that entity. Each separate entity reserves the right to invest funds in other Investment or Interest Paying Accounts. These funds would be those in excess of amounts required to meet any minimum balance requirement of the Sweep Account arrangement. A schematic of the model envisioned is shown below.

Certain entities may require a level of services which would require a compensating balance over and above the amounts which might be maintained in the operations of that separate entity. The County of Gloucester reserves the right and ability to designate or establish, at any bank servicing such separate entity, a Compensating Balance Account in the name of the County of Gloucester to support the services required for one or more of the separate entities.

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

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

**5. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

*Affirmative Action.* In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27), with implementation of July 10, 1978, the successful bidder (Contractor) must agree to obtain individual employer certification and number and complete an Affirmative Action employee information report (form AA-302). Also, during the performance of this contract, the contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that such employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include,

but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin,

ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

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

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

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

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

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

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

22. **PROPRIETARY INFORMATION.** The proposal submitted by Contractor may become public information. Propriety information such as client lists and non-public financial statements may be protected under limited circumstances. Pricing and service elements are not considered proprietary. All material submitted shall become the property of the Entities.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein may be various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is made effective the 1<sup>st</sup> day of **July, 2012**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**BANK OF AMERICA, N.A.**

\_\_\_\_\_  
**By:  
Title:**

A5

**RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6**

**WHEREAS**, there exists a need by the County of Gloucester to approve revisions and additions to the Human Resources Manual; and

**WHEREAS**, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

**WHEREAS**, seven modifications are being requested:

- HR 5.10 Employee Assistance Program: Revise this policy to reflect new telephone number.
- HR 6.7 Military Leave: Revise this policy to reflect past practice for provisions for "Drill Weekends" or Inactive Duty Training.
- HR 6.11 Unpaid Leave: Revise this policy to reflect current procedure for employees and department heads, in that written requests for leave should be submitted to Human Resources for consideration.
- HR 7.3 Discipline: Revise this policy to reflect new telephone number for the Employee Assistance Program.
- HR 7.6 Drugs and Alcohol: Revise this policy to reflect new telephone number for the Employee Assistance Program.
- HR 8.2 Exhibit Z Report of Job Accident: Clarified whether employee is requesting medical treatment and the department.
- HR 8.4 Exhibit W Notice of Accident/Injury Form: Revised telephone numbers and e-mail addresses.

**WHEREAS**, the revision to the Human Resources Manual has been recommended by the County Administrator and appear to be necessary and appropriate; and

**WHEREAS**, to completely implement the revision to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the revisions to the Human Resources Manual and hereby directs the Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

<b>CHAPTER:</b>	<b>5 – EMPLOYEE BENEFITS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>10 – EMPLOYEE ASSISTANCE PROGRAM</b>	<b>REVISED: 7/11/12</b>

The County offers a program called the Employee Assistance Program (EAP). If an employee is experiencing difficulties that interfere with functioning at work and/or at home, EAP is available to assist the employee. EAP helps employees identify problem areas, offers counsel and training. If necessary, referrals are made to appropriate treatment resources. EAP, established through a joint management-labor committee, maintains a coordinated and flexible system of service to help employees and their families.

All contacts with the EAP, whether initiated by the County through referrals or by the employee through direct contact, are handled with the strictest confidentiality.

The program includes, but is not limited to, counsel and training for:

- (1) Emotional Difficulties
- (2) Drug and Alcohol Abuse
- (3) Compulsive Gambling
- (4) Financial Concerns
- (5) Legal Concerns
- (6) Family Issues

First Call for Help provides the Gloucester County program. Anyone seeking additional information regarding this program, should contact Human Resources at (856) 853-3264 or the Employee Assistance Program directly at (877)747-1200.

An employee's participation in EAP is not a substitute for actual improvement in job performance. Where applicable, the employee remains responsible for making any required improvements in job performance whether or not he/she agrees to participate in EAP.

The County may refer an employee to the EAP. Depending on the nature of the situation, the EAP may refer the employee to a substance abuse professional (SAP). Any costs associated with the SAP are the responsibility of the employee. However, in most cases, this cost is covered by the employee's medical plan.

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<b>CHAPTER:</b>	<b>6 – LEAVE TIME</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>7 – MILITARY LEAVE</b>	<b>REVISED: 7/11/12</b>

The County will grant military leave for eligible employees in accordance with applicable federal and state laws and regulations.

Upon returning from military leave, an employee shall be reinstated by the County without loss of benefits or seniority if he/she reports to work within 90 days of discharge from military service unless the separation was by a dishonorable discharge. (N.J.S.A. 38:23-4). Furthermore, seniority and all steps and increments to gross base pay will be given to employees on active duty military leave at the time and at the rate that the employees would normally be due them.

The employee may choose to stop or modify all voluntary deductions (deferred compensation, additional life and disability insurance, etc.) during this period. The County will not assume any responsibility in the payment of any voluntary deductions.

If the differential pay is insufficient to cover regular pension deductions in effect at the time of activation, the employer will pay the deductions for an employee's regular pension contribution and contributory group life insurance. Upon return from leave (except in the event of a dishonorable discharge), these employees will be setup on a repayment plan.

#### **Pay Provisions for United States Military Active Duty**

A permanent or full-time temporary officer or employee of the County, who is a member of the organized reserve of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard of other States, shall be entitled, in addition to pay received, if any, from the Armed Forces of the United States, a leave of absence from his or her employment without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal Active Duty, provided, however, that such leaves of absence shall not exceed thirty (30) days in any calendar year (N.J.S.A. 38:23-1). Such leave of absence shall be in addition to the regular vacation or other accrued leave of such officer or employee.

Those County employees who are engaged in Federal Active Duty in excess of thirty (30) days for the calendar year shall be compensated by the County, beginning on the thirty first (31st) day of such duty, the difference between their base County pay and their base military pay (if any) for the period of time in which they are engaged in Federal Active Duty for the calendar year.

### **Pay Provisions for NJ National Guard Active Duty**

All County employees who are members of the “organized militia”, which is defined as “All the military forces of this State”, are entitled to ninety (90) days leave of absence in a calendar year without loss of pay or time on all days during which the employee is engaged in any period of State or Federal Active Duty. (N.J.S.A. 38A:4-4). The leave of absence for such military duty shall be in addition to the regular vacation or other accrued leave of the employee.

Those County employees who are engaged in State or Federal Active Duty in excess of ninety (90) days for the calendar year will be compensated by the County, beginning on the ninety first (91st) day of such duty, the difference between their base County pay and their base military pay (if any) for the period of time in which they are engaged in State or Federal Active Duty for the calendar year. The rationale for the difference between (90) and (30) day leaves of absence is that those members of any military force of this State are charged with State responsibilities in addition to Federal responsibilities, as opposed to their Federal counterparts who are only charged with Federal responsibilities.

### **Leave Provisions for “Drill Weekends” or Inactive Duty Training**

The county grants paid Military Leave to any employee with valid orders to report for drills and/or training.

#### **Employee:**

Submits a written request for military leave to their Department Heads with official military orders.

Notifies the Human Resources Department 30 days before discharge from military service of his/her intent to return to work.

Provides copies of military deployment papers immediately to the County Human Resources Department.

Provides copies of military pay stubs immediately to designated payroll/contact person in the County Treasurer’s Office.

#### **Department Head/designee:**

Forwards the written request and supporting documentation to the Human Resources Director by the end of the next working day.

#### **Human Resources Director/designee:**

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Responds to the request in writing to the employee and Department Head within five days.

For all military leaves without pay, the Human Resources Director will maintain all records of such leaves, including the type of leave, report leaves to the NJ DOP, and place copies of all documents in the employee's personnel file.

**Treasurer's Office:**

Calculates the difference in County base pay and military base pay.

Adjusts County pay accordingly and forwards pay to military personnel by mailing to designated contact person, the employee, or direct deposit.

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<b>CHAPTER:</b>	<b>6 – LEAVE TIME</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>11 – UNPAID LEAVE</b>	<b>REVISED: 7/11/12</b>

A leave of absence without pay may be granted for, but is not limited to, the following:

- (1) Provisions of the New Jersey Family Leave Act (NJFLA) and/or the federal Family and Medical Leave Act (FMLA), which allows time to care for a newborn child, a newly adopted child, or a newly placed foster child, as well as care for a parent, child or spouse with a serious health condition. (Please refer to HR 6.11 Exhibit R for more details).
- (2) Serious health condition on the part of the employee which extends beyond accumulated sick, vacation or other paid leave as provided by the FMLA (NJFLA does not provide leave for one's own health condition). (Please refer to HR 6.11 Exhibit R for more details).
- (3) Provisions of the New Jersey Family Leave Act (NJFLA) which allows time to care for a civil union partner with a serious health condition (Please refer to HR 6.11 Exhibit R for more details).
- (4) Other circumstances warranting such a leave (solely granted at the discretion of the Freeholder Board).
- (5) Promotions to another job within the jurisdiction.

Leaves of absence will NOT be granted for temporary family moves to another location, the acceptance of a job outside the County government, and/or other reasons that are unacceptable to the employer.

Permanent employees may be granted leaves of absence without pay for a period not to exceed one year. For exceptional circumstances, such leave may be extended beyond one year, subject to written approval by the New Jersey Department of Personnel. (4A:6-1.1(a)2).

For family and medical leaves, see Chapter 6, Section 11 Exhibit R and S.

Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after the employer-paid coverage ends by paying the monthly premiums prior to the coverage month. Concurrently, an eligible employee who takes leave qualifying under NJFLA or the FMLA shall have coverage continued by the Employer during such leave. The FMLA requires that the employer maintain the

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employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Thus, as stated in HR 5.1 titled "Health Benefits," employees receiving health benefits pay a contribution towards the cost of health benefits (Chapter 78, P.L. 2011). Therefore, the employee contribution will remain in effect during an unpaid leave.

**An employer may also grant an unpaid union leave pursuant to N.J.A.C. 4A:6-1.16.**

Documents related to an employee's leave of absence shall be placed in his/her personnel file. However, any medical information shall be maintained in a separate file.

Paid sick days shall not accrue during a leave of absence without pay (4A:6-1.3, 2, c).

An employee who goes on a leave of absence without pay before the end of the calendar year shall have his or her leave prorated based on time earned. An employee who is on the payroll for greater than 23 days shall earn a full month's allowance, and earn one-half month's allowance if he or she is on the payroll from the 9th through the 23rd day of the month (4A:6-1.5, b).

Intermittent days off without pay shall be aggregated and considered as a continuous leave without pay for calculation of reduced vacation and sick leave credits. When intermittent days off without pay other than voluntary furlough or furlough extension days equal 11 working days, the employee's vacation and sick leave credit shall be reduced by one-half of one month's entitlement (4A:6-1.5, c).

If a holiday occurs on a regular workday of an employee and the employee does not report for duty, he or she shall not be eligible for overtime compensation or an alternate day off for that holiday (4A:3-5.8, c, 3).

Employees are liable for vacation and sick leave days taken in excess of their entitlements (4A:6-1.5, a).

An employee shall reimburse the appointing authority for paid working days used in excess of his or her prorated and accumulated entitlements (4A:6-1.5, b, 1).

An employee who returns to work from a leave of absence shall not be credited with paid vacation or sick leave until the amount of leave used in excess of the prorated entitlement has been reimbursed (4A:6-1.5, b, 2).

**Employee:**

Should submit a written request for a leave of absence to Human Resources stating the reason for and the inclusive dates of the leave (utilizing HR 6.11 Exhibit S "Family/Medical Leave Notice" as applicable). Requests for FMLA or NJFLA should be submitted 30 days in advance of the birth or adoption of a child or 15 days in advance if

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caring for a seriously ill family member. (Please note that this time requirement may be waived in emergency situations by the County Administrator/Designee).

If a request is denied, the employee may appeal the County Administrator/Designee's decision to the County Administrator and/or Designee.

Should contact the County Administrator/Designee to discuss the possible continuation of benefits since leaves of absence may affect certain employee benefits.

Employees granted leaves of absence without pay must, in writing, either confirm the date of return or request an extension.

For leaves of six months or more in duration, written notification of intent to return should be submitted four weeks before the leave expires.

For leaves of six months or less, written notification of intent to return should be submitted at least one week before the leave expires.

If an employee wishes to extend a leave without pay beyond one year, submits a written request to his/her department head stating the reason for the extension and the inclusive dates of the additional leave.

**Department Head/Designee:**

If any request is received at the department level, forwards the employee's request to the County Administrator/Designee within two days along with a recommendation to approve or deny the request.

Contacts the County Administrator/Designee if the employee appears to meet the criteria for NJFLA or FMLA.

**County Administrator/Designee:**

Approves or denies the leave within two weeks of receipt of written request utilizing HR 6.11 Exhibit S "Employer Response to Employee Request for Family or Medical Leave" as applicable. The approval or denial will be in writing to both the employee and the department head.

Requests approval from the NJDOP if the County wishes to grant any leave without pay beyond one year.

Maintains all records of employee leaves, including the type of leave.

Reports such leaves to the NJDOP as required (4A:6-1.1(c)).

May waive the time requirement for employee leave notification in emergency situations.

Sends the employee a Family Leave packet, which contains general information and an application for such leave to the employee (please see HR 6.11 Exhibit R and S).

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<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>3 – DISCIPLINE</b>	<b>REVISED: 7/11/12</b>

Corrective, disciplinary action, as appropriate, will be taken against any employee found to be in violation of established policies or for just cause.

All disciplinary action shall be based upon total concern for the employee, the employee's relationship with his/her fellow workers, the employee's relationship with his/her department head, and the best interests of the County. Such disciplinary action shall be of a positive, educative, and corrective nature, and shall not be used in an abusive or vindictive manner.

Discipline is considered to be major or minor. Minor discipline is a formal written reprimand or a suspension or fine of 5 or less days (see 4A:2-3.1). Major discipline shall include:

- (1) Removal
- (2) Disciplinary Demotion
- (3) Suspension or fine (see 4A:2-2.2 for more details)

An employee may be subject to discipline for:

- (1) Incompetency, inefficiency, or failure to perform duties
- (2) Insubordination
- (3) Inability to perform duties
- (4) Chronic or excessive absenteeism or tardiness
- (5) Conduct unbecoming of a public employee
- (6) Neglect of duty
- (7) Conviction of a crime
- (8) Misuse of public property, including motor vehicles
- (9) Discrimination that affects equal employment opportunity, including harassment
- (10) Violation of federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and state and local policies, issued thereunder
- (11) Other sufficient cause

(4A:2-2.3)

Discipline shall be progressive in nature and includes the following actions:

- Informal, private discussion with the Supervisor and/or Department

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- Written Warning by the Department Head/designee or the Human Resources Director
- Suspension without Pay
- Monetary Fine
- Termination of Employment

The Disciplinary Memorandum (HR 7.3 Exhibit U) should be used to document progressive discipline. In steps one through four shown above, the Department Head, or designee as applicable, and employee must develop a jointly written improvement plan for the employee. The plan shall include time frames for the completion of the plan and for progress reviews. The Employee Performance Evaluation (H.R. 7.1 Exhibit T) should be used for this purpose.

In instances where such action seems warranted, employees may be referred to the Employee Assistance Program (EAP). Please note that the employee remains responsible for making the required job improvement whether or not he/she agrees to participate in EAP.

Termination of County employment will only take place for just cause or the expiration of a statutory term from an appointed position.

Please refer to the appropriate HR Chapter 7 sections for further guidance on disciplinary matters.

**Department Head/designee:**

Is responsible for taking appropriate action any time an employee's behavior or performance raises any question about the employee's ability or physical condition to do his/her job safely and properly.

Should discuss the problem and the intended action first with the Human Resources Director understanding that disciplinary action shall only be implemented in instances where grounds for such action have been fully documented and are warranted.

Handles employees exhibiting behavior problems, like any other disciplinary problem, as discreetly as possible.

    Gives the employee a chance to explain, selecting a private location out of the hearing range of other employees.

    Offers the employee the opportunity for union representation and makes the necessary arrangements.

Confines questions and statements to specific performance and behavior, and does not ask about drug or alcohol use. However, the department head may ask the employee if he/she is taking any medication which might affect behavior.

Arranges for transportation home for the employee if necessary.

Should discuss the performance problem with the employee, and if appropriate, describe the available EAP services which are a supplement to, but not as a substitute for, disciplinary action (please see HR 5.10 titled "Employee Assistance Program").

Makes any EAP referrals tactfully and privately. A public referral could expose the employer to claims of defamation, intentional infliction of emotional distress, invasion of privacy, or other legal action.

Makes the employee aware that participation in EAP is strictly voluntary and confidential.

Should point out to the employee that attendance in the EAP program is not a substitute for actual improvement in job performance.

Advises employees that the rules against drug, narcotic, or alcohol usage will be enforced even though the County maintains an EAP program to help abusers. In fact, documentation of poor performance and of disciplinary action can be a positive influence in helping a Department Head convince an employee to seek help and in responding to recalcitrant employees who resist their treatment in an EAP.

Sets an appropriate schedule and performance standards for improving the employee's behavior and inform the employee that he or she can be discharged if the performance does not improve. The department head should then make a record of the discussion.

Ensures copies of the jointly written improvement plan (H.R. 7.1 Exhibit T and 7.3 Exhibit U) are on file within the department and are given to the employee and the Human Resources Director for the employee's personnel file.

#### **Do's and Don'ts**

DON'T try to diagnose personal issues.

DON'T moralize. Limit criticism to job performance, interpersonal relationships with fellow employees, tardiness, or unusual bizarre behavior (problems within management's purview).

DON'T be misled by "con" stories or sympathy evoking tactics at which problem employees and emotionally disturbed persons excel.

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DON'T "cover up" for a good acquaintance or a "friend." Remember behavioral and/or emotional disorders are progressive illnesses that may be fatal if left untreated.

DO emphasize that you, the Department Head/designee, are concerned only with job performance.

DO, if in doubt at any point, consult with the Employee Assistance Program at (877) 747-1200.

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<b>CHAPTER:</b>	<b>7 – CONDUCT AND PERFORMANCE</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>6 – DRUGS AND ALCOHOL</b>	<b>REVISED: 7/11/12</b>

The County is strongly committed to a workplace free of alcohol and drugs for the safety of its employees and the citizens entrusted to their care. It is the policy of the County to institute the components of the Drug-Free Workplace Act of 1988. As required by federal regulations, this policy is provided to offer guidance to Department Heads/designees and employees in dealing with drug and alcohol abuse. This policy is intended to enhance productivity and safety, and to foster excellence by maintaining a safe and healthy environment for employees.

The use, sale, dispensing, distribution, possession or manufacture of illegal drugs and narcotics or alcoholic beverages on the premises is prohibited. Any employee partaking in any of these prohibited activities will be subject to discipline up to and including discharge.

This prohibition also covers all legal or prescription drugs which impair an employee's ability to perform his/her job safely or properly. Employees who must use legal or prescribed drugs during work should report this fact to their Department Head along with acceptable medical documentation. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly by Human Resources.

Any employee under the influence of prohibited drugs or alcohol which impairs judgment, performance, or behavior while on the premises or while on County business or during working hours will be subject to discipline, including termination.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition.

The County strongly urges employees to use the Employee Assistance Program (EAP) for help with alcohol or drug problems. EAP offers counsel, and if necessary, makes referrals to appropriate treatment resources (please refer to HR 5.10 for more details about the EAP). It is each employee's responsibility to seek assistance from EAP before the problem affects judgment, performance or behavior.

To further this commitment to providing a safe, drug-free and alcohol-free environment, the County has adopted the following policies:

- an employee and supervisor education and training program;

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- a drug and alcohol testing program for employees and applicants for employment in, but not limited to, safety-sensitive positions;
- a program for evaluating employees who violate the drug and alcohol abuse policy;
- and administrative procedures for record keeping,

All employees who have a commercial driver's license (CDL) and/or perform safety-sensitive functions will be included in the drug and alcohol testing program. This includes, but is not limited to, the following departments: Public Works (Highway Division), Division of Fleet Management, Parks and Recreation, Division of Transportation Services, Corrections, and Office of Emergency Management. However, any employee may be tested due to reasonable suspicion.

This list is subject to amendment at any time.

Law Enforcement employees that work in the Sheriff's Office and the Prosecutor's Office are subject to the New Jersey Attorney General's Law Enforcement Drug Testing Policy.

If impairment is suspected for an employee whose job responsibilities are not safety-sensitive or law enforcement and job performance is affected, the first step the Department Head or designee should take is to have the employee removed from the job. If this occurs during regular weekday hours, the Department Head/designee should contact Human Resources for further guidance.

If this occurs (impairment and job performance is affected) on an evening, night or weekend shift, the Department Head/designee should make every effort to have the employee's emergency contact pick up the employee, or if the circumstances warrant, send the employee to the hospital. If neither action is an option, the employee may stay on the premises as long as this does not pose a safety threat to the employee or others. If safety is a concern, the Department Head/designee should call 911 for further assistance.

Also, the Employee Assistance Program is available at (877) 747-1200 to assist management in handling such situations, 24 hours a day, seven days a week.

The Department Head/designee should document the occurrence including notes on employee's behavior, appearance, and speech as well as any other factors that lead to the suspicion of impairment. The Department Head should contact Human Resources the next weekday day shift immediately following the occurrence for further direction.

Reasonable suspicion is established if a trained supervisor or County official reasonably concludes such; based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or body odors. The reasonable suspicion

observations of the supervisor or County official must be documented on HR 7.6 Exhibit V titled Reasonable Suspicion Checklist.

Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test required is not administered within two hours following the determination written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

**Employee Categories Subject to Testing:**

Participation in this drug and alcohol testing program is a condition of employment for each safety-sensitive employee or volunteer. Applicants for safety-sensitive positions are also subject to this drug and alcohol policy. Pursuant to the County policy, any employee who reports for work, performs work, or is on County property with any detectable level of blood alcohol content or any detectable level of a controlled substance in his or her urine shall be subject to disciplinary action up to and including discharge.

Anyone designated in DOT regulations as a safety sensitive employee is subject to DOT drug and alcohol testing. All applicable employees working for the County or applying for a position are covered. This includes employees covered by 49 CFR Part 655 and 49 CFR Part 382 when performing safety sensitive functions as defined by the respective regulations.

**Prohibited Conduct:**

Employees who perform a safety-sensitive function are strictly prohibited from using or ingesting prohibited drugs in accordance with applicable DOT regulations.

Manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace is prohibited, pursuant to the Drug-Free Workplace Act. It is County policy that any employee who manufactures, distributes, dispenses, processes, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty or on County property shall be subject to discipline up to and including discharge. The ingestion of alcohol for up to four hours before the performance of safety sensitive functions is prohibited regardless of the resulting alcohol concentration level by both

FTA and FMCSA. In addition FTA specifically prohibits the consumption of alcohol for the specified on-call hours of each covered employee who is on-call. The procedure shall include: (1) The opportunity for the covered employee to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function. (2) The requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function. FTA and FMCSA prohibit the ingestion of alcohol for up to eight hours following an accident by any employee involved in an accident unless the employee has already performed a post accident alcohol test if required.

As referred to in this policy, *alcohol* means any food, beverage, mixture, or preparation, including any medication, containing ethyl alcohol. *Controlled substance* means a stimulant, hallucinogen narcotic, cannabinoid, or derivation or combination thereof, or any other substance controlled by the law. The County intends this definition also to apply to any other substance that impairs one's ability to fully and safely perform his or her job. The U.S. Department of Transportation (DOT) regulations currently prohibit the performance of safety-sensitive functions when a prohibited level of any specified drug is detectable in the employee's urine. Testing of safety-sensitive employees for these drugs is therefore performed under the authority of and pursuant to DOT regulations.

**Testing-General:**

For DOT subject employees all testing will be performed in accordance with the provisions set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The County will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information.

Typically, administration of breath tests for alcohol will be performed concurrently with urine collections. However, the County reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on County premises.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

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For DOT drug and alcohol tests: Refusal to submit means any circumstance outlined in 49 CFR 40.191 and 49 CFR 40.261 as well as 49 CFR 382 and 49 CFR 655; including:

- Failure to provide a breath or urine sample
- Provide an insufficient volume without valid medical explanation
- Adulterate or substitute a specimen
- Failure to appear within a reasonable time
- Leave the scene of an accident without just cause prior to submitting to a test
- Leave the collection facility prior to test completion
- Failure to permit an observed or monitored collection when required
- This includes failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Failure to take a second test when required
- Failure to undergo a medical examination when required
- Failure to cooperate with any part of the testing process
- Failure to sign Step 2 of alcohol test form
- Once test is underway, fail to remain at site and provide a specimen
- Or the MRO verifies that you provided an adulterated/substituted sample.

For pre-employment tests only, DOT regulations indicate that failure to appear, aborting the collection before the test commences, or failure to remain at the site prior to commencement does not constitute a refusal.

**Testing for Controlled Substances:**

Drug testing of safety-sensitive employees authorized by DOT regulations is limited to the following substances:

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines
- Opiate metabolites
- Phencyclidine (PCP)

**Testing for Alcohol:**

FMCSA specifically prohibits any driver tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 from

performing or continue to perform safety-sensitive functions for an employer, including driving a commercial motor vehicle, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test

FTA specifically prohibits any covered employee tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until the employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

**Role of the Medical Review Officer (MRO):**

All urinalysis drug results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will notify the County directly if an employee's test result is negative. If the test is positive, the MRO will contact the employee to discuss the test and determine if the positive result is valid. The County will only be informed that an individual has tested positive and negative. The specific drug(s) involved and level(s) detected will not be disclosed to the County by the MRO.

**Role of the Outside Contractor:**

The County has engaged a contractor to perform specific services such as arranging collection sites, laboratory testing, chain of custody procedures, etc. The contractor will provide the MRO(s) and BAT(s) in accordance with applicable DOT regulations.

**Types of Testing:**

The County will perform the following types of drug and alcohol testing:

- Pre-Employment Testing;
- Reasonable Suspicion Testing;
- Post Accident Testing;
- Random Testing;
- Return to Duty Testing;
- Follow-Up Testing;

For those employees subjected to DOT regulations, alcohol and drug testing will be in accordance with and as specified in applicable regulations.

The County of Gloucester adopts the safety sensitive definitions as provided by the Federal Motor Carrier Safety Administration and the Federal Transit Agency.

Under FMCSA, safety sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL)
- Inspecting, servicing, or repairing any commercial motor vehicle
- Waiting to be dispatched to operate a commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded
- Performing driver requirements associated with an accident
- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle

Under FTA an employee is a safety-sensitive employee if he/she performs any of the following but not limited to:

- Operation of a non-revenue vehicle requiring a CDL
- Contractor employees that stand in the shoes of Transit System employees also have to comply
- Covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function.
- A volunteer is a covered employee if:
  - (1) The volunteer is required to hold a commercial driver's license to operate the vehicle; or
  - (2) The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity

#### *Pre-Employment Testing*

All applicants for employment (Post-Offer, Pre-Employment) or employees being transferred into safety-sensitive positions will be informed of the testing requirements and will undergo pre-employment drug tests. The County will not hire an applicant or transfer an employee to a safety-sensitive position unless the applicant or employee passes the pre-employment drug test.

A positive pre-employment test for drug shall be considered sufficient grounds to disqualify the applicant from employment with the County or to disqualify an incumbent employee's application for transfer into a safety-sensitive position. In addition, an

incumbent employee whose test result is positive will be subject to the same procedures as for a positive random test.

The County will not hire an applicant that has failed a drug test or who has refused to take the test. Furthermore, the County will not assign an employee who has failed or refused to take a drug test to a safety-sensitive position. If such an applicant later applies for County employment or if such an employee later applies for a safety-sensitive position, the County may, in its sole discretion, administer another drug test. If the employee or applicant passes the second pre-employment test, the County may, in its sole discretion, hire the applicant or assign the employee to work in a safety-sensitive position.

**FMCSA Exception:** The driver has participated in a controlled substances testing program that meets the requirements of part 382.301 within the previous 30 days; and while participating in that program, either was tested for controlled substances within the past 6 months (from the date of application), or participated in the random controlled substances testing program for the previous 12 months (from the date of application); and no prior employer of the driver, of whom the County has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

FTA requires that employees who have not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and have not been available to participate in the random selection pool during that time, must take a pre-employment drug test with a verified negative result prior to performance of safety sensitive duties.

#### *Reasonable Suspicion Testing*

The County will require an employee who performs a safety-sensitive function to submit to a drug or alcohol test when the County has a reasonable suspicion that the employee is under the influence or impaired judgment during working hours, while on County premises or while using County property. Reasonable suspicion is established if two trained supervisors reasonably conclude based on their observation that an employee has used drugs or misused alcohol. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employees.

An employee who undergoes reasonable suspicion testing will be removed from service pending the test results. If the test results are negative, the employee will be returned to work and paid for any time lost. If the result is positive, the employee will be subject to discipline, up to and including discharge, as determined by the County. If the employee is not discharged, the employee shall, at a minimum, be subject to the same requirements regarding assessment, rehabilitation, and return to drug testing as applied to employees following a positive random test (see below).

The employee will be transported to and from the testing site by a supervisor to reduce the potential danger to the employee and/or others.

Reasonable suspicion is established if a trained supervisor or County official reasonably concludes such; based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or body odors. The reasonable suspicion observations of the supervisor or County official must be documented utilizing 7.6 Exhibit M titled Reasonable Suspicion Checklist.

Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test required is not administered within two hours following the determination written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

#### *Post Accident Testing*

Testing, of drivers and those defined as performing safety sensitive functions, is mandatory as required by DOT regulations following an accident as defined in 49 CFR 382.303 and 49 CFR 655.44.

FMCSA requires post accident alcohol testing as soon as practicable. Tests performed after 2 hours are required to have documentation in the file detailing the reasons the test was delayed. After a delay of eight hours or more, no more attempts will be made and written documentation is required.

FMCSA requires post accident drug testing as soon as possible, but within 32 hours following the accident. After 32 hours, no testing will be made and the file will be provided with written documentation regarding the reason.

FMCSA requires drivers subject to post accident testing to remain available for such testing. Failure to do so may be construed as a refusal to submit to testing. This does not include leaving the scene to receive emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements provided that the test results are obtained by the employer. Such test results may be used only when the employer is unable to perform a post-accident test within the required period.

Employees and supervisors should follow the following steps in a post accident situation:

- treat injuries first;
- cooperate with local law enforcement officers;
- explain to employees the need for testing;
- conduct tests promptly; and
- collect accident documentation promptly.

#### *Random Testing*

Random testing will be conducted for all employees performing a safety-sensitive function at a rate established by law. Random tests will be spread reasonably throughout the year. There will be no pattern to when random tests will be conducted. Random tests will be unannounced and all employees performing a safety-sensitive function will have an equal chance of being selected for testing from the random pool. Employees shall remain in the pool even after being selected and tested. An employee may therefore be selected for a random test more than once during the year. Employees will be selected anonymously using an identification number having no correlation to actual employee names. The employee must report immediately to the collection site after receiving notification of his/her selection from the random pool.

If the result of a random urinalysis test is positive, the employee will be immediately disqualified from his or her present job title. The same applies to a confirmed positive breath test where the employee's BAC is not a level that would warrant immediate discharge without recourse to rehabilitation. The employee may then apply for reinstatement, subject to the Return-to-Duty conditions (described below).

#### *Return-to-Duty Testing*

An employee with a verified positive drug test result, an alcohol test result of 0.04 or greater, a refusal to submit to a test or any other activity violating this policy or state or federal law may not return to work until the employee is evaluated by a substance abuse professional and passes a return-to-duty test. To pass the return-to-duty test, the result must be a verified negative drug test or an alcohol test result of less than 0.02. The substance abuse professional will determine whether the employee needs to participate in a rehabilitation program and whether the employee has followed the recommendations for corrective action. A return-to-duty test will be performed only after the substance

abuse professional has indicated that the employee has followed the corrective action recommendations.

When a subject employee tests positive or refuses a test or violates other provisions of an applicable DOT Agency that employee cannot work again in DOT safety-sensitive positions until successfully completing the Substance Abuse Professional(SAP) return-to-duty requirements in Part 40. After successfully completing the SAP requirements, the employee may be eligible to return to work. But, before an employer can return the person to work in a safety-sensitive job, a SAP must determine that the employee successfully complied with the recommended treatment and education. The employee must then have a return-to-duty test and the test result must be negative.

#### *Follow-Up Testing*

Employees permitted to return to duty are subject to unannounced follow-up testing for at least 12 months and not more than 60 months. The County will determine the frequency and duration of the follow-up testing in consultation with the substance abuse professional. A minimum of 6 follow-up tests during the first 12 months after the employee has returned to duty will be performed. This follow-up testing is separate from and in addition to the regular random testing program. Accordingly, employees subject to follow-up testing will remain in the standard random pool and will be tested whenever their names come up for random testing, even if it means being tested twice in the same day, week, or month.

If an employee is subject to follow-up drug tests, the employee may be required to take one or more follow-up alcohol tests and pass with a result of less than 0.04. If the employee is subject to alcohol tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

For DOT subject employees: Employees permitted to return to duty are subject to at least six unannounced follow-up tests for period of time that is no less than 12 months and no more than 60 months as determined by the Substance Abuse Professional. This follow-up testing is separate and in addition to the regular random testing program. All testing will meet the requirements detailed in 49 CFR 40, Subpart O.

The County is responsible for ensuring that the employee is tested according to the SAP's follow-up plan. These tests can be for drugs or alcohol or both. Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

**Retesting at the Employee's Request:**

DOT regulations provide for a "split sample" procedure which requires a portion of each urine specimen to be retained in a separate, sealed container. The employee whose urine test is positive may request that the split sample be tested at a separate laboratory meeting the required Federal certification. Federal regulations require the request to be made within seventy-two (72) hours.

All costs associated with the re-testing or split sample testing must be prepaid by the employee, including shipping and handling, transportation, testing and reporting to the MRO. If the result of the retest or split sample is negative, these costs will be reimbursed to the employee.

**Notification of Convictions:**

Pursuant to the requirements of the Drug-Free Workplace Act, of 1988 employees must promptly notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

**Consequences for Engaging in Drug and Alcohol Related Conduct:**

An employee who tests positive for drugs or refuses to submit to a test must immediately be removed from performing a safety-sensitive position. An employee who tests positive for drugs or refuses to submit to a drug test may not perform a safety-sensitive function until the employee has been evaluated by the substance abuse professional, completed all recommended treatment, and return-to-duty drug test with a verified negative result, as mandated by 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The County retains the right to terminate an employee who tests positive for drugs or refuses to submit to a drug test.

An employee who has an alcohol concentration of 0.02 or greater but less than 0.04 may not perform a safety-sensitive function until (1) the employee's alcohol concentration measures less than 0.02 or (2) the start of the employee's next regular scheduled duty period, provided such period is not less than 8 hours after following administration of the alcohol test.

An employee who has an alcohol concentration of 0.04 or greater may not perform a safety-sensitive function until the employee has been seen by a substance abuse professional, completed all recommended treatment, and passed the return-to-duty test with an alcohol concentration of less than 0.02. The County retains the right to terminate an employee who tests positive for alcohol or refuses to submit to an alcohol test.

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The County will review the results of a retest in consultation with laboratory staff and the MRO. If the results of the test are negative, the County reserves the right to require the employee to provide a new urine sample for testing. If the County declines to require a new test, or if the results of this new test are negative, the employee will be reinstated with no loss of seniority and paid back for wages lost.

For DOT subject employees:

- Reports of dilute specimens; dilute positives will be treated as verified positives.
- For dilute negatives, all employees will be required to immediately take another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- Drug tests that are reported as invalid require that the employee immediately provide a new specimen under direct observation.
- Cancelled drug tests results require the immediate provision of another specimen.

**Contact Person:**

Federal regulations require that a single contact person be identified to answer questions about this policy. For the purposes of this policy, the contact person will be:

**Anthony Wilcox**  
**County of Gloucester, P.O. Box 337, Woodbury, NJ 08096**  
**856-384-6991**

Copies of relevant regulations are also available at this address.

**Effects of Alcohol and Drug Addiction:**

The Human Resource Manual will provide information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and or referral to management. Please refer to HR 5.10 titled Employee Assistance Program as well as HR 7.6 Exhibit N titled Commonly Abused Drugs.

**Education and Training:**

For, but not limited to, employees performing a safety-sensitive function, the County will provide educational materials explaining the requirements of the Federal Drug and Alcohol Testing Regulations and its policies and procedures. Employees performing a safety-sensitive function will also be provided with training on the effects and indicators of alcohol and drug use in accordance with federal regulations. Employees will be required to sign a form indicating that they have received a copy of the policies and procedures; the form will be filed in employee personnel files.

**Shared Responsibility:**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

**Certificate of Receipt:**

Subject employees will be required to sign a statement certifying that he or she has received a copy of these materials described in this section. The County shall maintain the original of the signed certificate.

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CHAPTER:	8 – SAFETY AND SECURITY	ADOPTED: 11/21/06
SECTION:	2 – INJURY ON THE JOB	REVISED: 7/11/12

**EXHIBIT Z – REPORT OF JOB ACCIDENT**

Employee's Preliminary Report of Work-Related Injury to Employer  
(To be filled out by employee if possible)

*IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO SIGN ALL NOTES FOR EACH AND EVERY VISIT TO A MEDICAL PROVIDER AND TO NOTIFY HIS/HER DEPARTMENT OF WORK STATUS IMMEDIATELY AFTER EACH DOCTOR'S VISIT.*

Safety should be notified immediately of all accidents and/or injuries. On the day of the occurrence, this form should be completed and faxed to Safety at (856) 384-6995 as soon as possible.

Date of Report: \_\_\_\_\_ Report filled out by: \_\_\_\_\_

An employee reports an injury sustained in a work-related accident as described below:

Employee's name \_\_\_\_\_

Date of injury \_\_\_\_\_ Date reported \_\_\_\_\_

Time employee started work \_\_\_\_\_ Time of accident \_\_\_\_\_

Place where injury happened \_\_\_\_\_

Detailed description of how injury occurred and if any piece of equipment was being used:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Body part injured \_\_\_\_\_

Is the employee requesting medical treatment at this time? \_\_\_ yes \_\_\_ no

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Job Title \_\_\_\_\_ Department \_\_\_\_\_

Full Time or Part Time Employee \_\_\_\_\_

Employee's address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone number \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Date of Hire \_\_\_\_\_

Witness \_\_\_\_\_ Phone Number \_\_\_\_\_

Family Doctor \_\_\_\_\_ Phone Number \_\_\_\_\_

Previous Injuries \_\_\_\_\_

\_\_\_\_\_

I agree with the above statements contained in this report.

Employee Signature \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**TO BE COMPLETED BY SUPERVISOR:**

Additional information regarding the injury that the supervisor would like to report:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor Name (please print) \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**Requesting Leave related to an On-the-Job Injury or Illness**

Should your injury be substantiated, it is important for you to be aware that only the County authorized treating physician can authorize time off from work for an on-the-job injury or illness. The following procedures should be followed when seeking leave for a work-related injury:

1. If you are unable to report to work or complete a shift due to an issue arising as a result of your work-related injury, you should contact the treating physician immediately. Your County authorized treating physician is:

\_\_\_\_\_ Phone: \_\_\_\_\_

- The only exception to this policy is if the issue constitutes a medical emergency in which case you should seek immediate treatment at a hospital emergency room.
  - You should contact the treating physician even if the issue arises during the treating physician's non-business hours. During non-business hours, such calls will be answered by the treating physician's answering service or voice mail (which will instruct you on how to reach the treating physician or the on-call physician).
2. You must also notify Safety Staff immediately by calling (856) 384-6993, (856) 384-6994 or (856) 384-6992. If the call is placed after normal business hours, you should leave a detailed voice-mail message.
  3. You are also obligated to communicate with your supervisor to keep that person apprised of the situation. Your Department Supervisor is:

\_\_\_\_\_ Phone: \_\_\_\_\_

***You are reminded that the County authorized treating physician is the only person that can authorize time off from work for an On-the-Job injury or illness.***

By signing below you acknowledge that you have read these procedures.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Cc: Safety  
Department  
Employee

County of Gloucester  
Human Resources Manual

<b>CHAPTER:</b>	<b>8 – SAFETY AND SECURITY</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>4 – INCIDENTS INVOLVING COUNTY PROPERTY</b>	<b>REVISED: 6/20/12</b>

**EXHIBIT W – NOTICE OF ACCIDENT/INJURY FORM**

*\*\*\*To be completed in the event of an automobile accident, injury, incident on County premises or a County sponsored event. \*\*\**

Upon notification of an accident, immediately call Safety at 384-6990, 384-6993, 384-6994, 384-6992

Complete this form and deliver within 1 business day to:

- Fax: (856) 384-6995

Please indicate what type of accident happened:

- Auto accident
- Damage to property of others
- Injury to others on County Property
- Other

Date and time of accident: \_\_\_\_\_

Where did the accident occur?

\_\_\_\_\_  
\_\_\_\_\_

Describe the accident and include the weather conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County of Gloucester  
Human Resources Manual

---

**Describe any property that was damaged:**

**Vehicle year, make and model, VIN (vehicle identification number), license tag number**

**Property: Owner name and address. Description of property damage.**

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**List injured person(s) and nature of their injury:**

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**Contact Information (Name, address, and phone number of all parties involved):**

---

---

**Who was driving County vehicle:** \_\_\_\_\_

**Name, address, and phone number of all witnesses:**

---

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**How was the claim reported?** \_\_\_\_\_

**Is there a Police Report?**  Yes  No **If yes, please attach.**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please use another sheet of paper for any additional comments or information and if pictures were taken at the scene of the accident, please include with form.*

**Instructions on Completing the Notice of Accident Form**

**Although we would like as much detail as possible, it is more important to provide us with the notice of accident as soon after the accident is reported to you. If this accident occurs after normal business hours, please leave a message on voicemail – (856) 384-6992, 6993, 6994**

**Date and time of accident:** *Please indicate the date and time the accident occurred, not the date it was reported.*

**Where did the accident occur?:** *Please state the complete location address of the accident. If it is an auto or general liability (i.e. slip and fall) accident include cross streets. If the accident occurred within a building, include the floor and room.*

**Describe the accident:** *Please give a detail account of the events that led to the accident. (i.e. auto accident – indicate the weather conditions, indicate which party caused the accident, indicate any other details which aid in the description; slip and fall accident – indicate any defect with the flooring or sidewalk, indicate weather conditions, indicate any other details which aid in the description.*

**What property was damaged?:** *Describe the property damaged. If County property, include serial # and location where damaged property is now located.*

**List injured person(s) and nature of their injury:** *List each person injured and a brief description of injury (i.e. broken leg or back pain).*

**Contact Information:** *Please provide the name, address, and phone number of the person(s) making the claim and injured person(s).*

**Name, address and phone number of all witnesses:** *Please provide the name, address, and phone number of the person(s) who witnessed the accident (include City employees).*

**How was the claim reported?:** *Please indicate whether the accident was reported in person or a notice was submitted via mail.*

**Is there a Police Report?:** *Self-explanatory.*

**Signature:** *Person completing this form.*      **Title:** *Self-explanatory.*

**Date:** *Date the form was completed.*

AL

**RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC.,  
FOR ANNUAL LICENSE FEES AND MAINTENANCE ON THE ELECTRONIC  
DOCUMENT MANAGEMENT SYSTEM FOR THE TOTAL CONTRACT AMOUNT  
OF \$28,344.20 FROM JULY 7, 2012 TO JULY 6, 2013**

**WHEREAS**, the County has a state certified Electronic Document Management System (EDMS) for the storing and indexing of electronic documents; and

**WHEREAS**, annual fees for 40 full licenses and 32 read only licenses are required as well as software maintenance for all County Departments utilizing the system; and

**WHEREAS**, the proprietary software value added reseller of the product is Storage Engine Inc., of Tinton Falls, New Jersey; and

**WHEREAS**, the Purchasing Agent has certified the availability of funds in the amount of \$28,344.20 pursuant to CAF#12-06107, which amount shall be charged against budget line item #2-01-20-140-001-20370; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Gloucester County does hereby agree to contract with Storage Engine, Inc., for annual maintenance and license fees for the county's state certified EDMS for the total contract amount of \$28,344.20 effective July 7, 2012 through July 6, 2013.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
STORAGE ENGINE, INC.**

**THIS CONTRACT** is made effective this 7<sup>th</sup> day of July, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **STORAGE ENGINE, INC.**, (a New Jersey Corporation) with offices at One Sheila Drive, Tinton Falls, New Jersey 07724, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for maintenance and license fees on our proprietary Laserfiche Electronic Document Management System using a value added reseller of the product; and

**WHEREAS**, the services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to an existing system previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** Vendor shall provide software maintenance for the Electronic Document Management System for the period commencing July 7, 2012 and concluding July 6, 2013.
2. **COMPENSATION.** The total contract amount is \$28,344.20. It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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

3. **DUTIES OF VENDOR.** Vendor shall provide all aspects of software maintenance for the Electronic Document Management System. The details of the services to be performed are set forth on the attached schedules (County blurb, Vendor's quote and Vendor's terms and conditions (collectively identified as Appendix A).

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

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

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

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

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

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

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

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

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

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

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

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

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by

County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

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

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

13. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

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

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

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

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

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

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

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

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, County's Description of Services, Vendor's quote and Vendor's Terms and Conditions. Should there occur a conflict between this form of contract and/or County's Description of Services, Vendor's quote and Vendor's Terms and Conditions, this Contract and County's Description of Services shall prevail.

**THIS CONTRACT** is effective as of this 7<sup>th</sup> day of July, 2012.

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

**ATTEST:**

**THE COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**STORAGE ENGINE, INC.**

\_\_\_\_\_

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Please Print Name)



One Sheila Drive  
Tinton Falls, NJ 07724  
Tel: 866-734-8899 x 243  
FAX: 732-747-6542  
bobr@storageengine.com

**CUSTOMER**

Contact: David Brice  
Name: County of Gloucester  
Address: 1 North Broad St.  
City, State, Zip: Woodbury, NJ 08096  
Phone: 856-251-6752  
Fax:  
E-Mail: dbrice@co.gloucester.nj.us

**SHIP TO:**

Contact: same  
Name:  
Address:  
City, State, Zip:  
Phone:  
Fax:  
E-Mail:

Quote #: GLOUCESTER\_LSAP06142012

Quote Expiration: 30 Days

QTY	PRODUCT	DESCRIPTION	Unit MSRP	Extended MSRP	Disc	Total Discounted Price
40	SEISYS-FXB	Laserfiche (LF) Full User Unified LSAP	\$ 150.00	\$ 6,000.00	5%	\$ 5,700.00
32	SEISYS-RXB	LF Redivaf User Unified LSAP	\$ 60.00	\$ 1,920.00	5%	\$ 1,824.00
1	SEISYS-QF-C1B	LF QF-Forms Combo LSAP	\$ 2,000.00	\$ 2,000.00	5%	\$ 1,900.00
2	SEISYS-QF-SB	LF QF-Real Time Lookup LSAP	\$ 100.00	\$ 200.00	5%	\$ 190.00
2	SEISYS-QFB	LF Quick Fields LSAP	\$ 120.00	\$ 240.00	5%	\$ 228.00
1	SEISYS-S45B	LF RME Ent.Server-MS SQL LSAP	\$ 6,400.00	\$ 6,400.00	5%	\$ 6,080.00
1	SEISYS-WA2B	LF Web Access Enterprise LSAP	\$ 3,190.00	\$ 3,190.00	5%	\$ 3,030.50
1	SEISYS-97831UB	LF Weblink Enterprise LSAP	\$ 3,190.00	\$ 3,190.00	5%	\$ 3,030.50
1	SEISYS-WF5B	LF WorkFlow (10 User) LSAP	\$ 3,000.00	\$ 3,000.00	5%	\$ 2,850.00
6	SEISYS-WFAB	LF WorkFlow Additional User LSAP	\$ 60.00	\$ 300.00	5%	\$ 285.00
1	SEISYS-QF-1B	LF ScanConnect LSAP	\$ 33.00	\$ 33.00	5%	\$ 31.35
1	SEISYS-QF-10B	LF ScanConnect 10 PK LSAP	\$ 183.00	\$ 183.00	5%	\$ 173.85
2	SEISYS-97840UB	Plus Plug In LSAP	\$ 1,590.00	\$ 3,180.00	5%	\$ 3,021.00
<b>TOTAL MSRP:</b>			<b>\$ 29,836.00</b>	<b>Disc. Total</b>	<b>\$</b>	<b>28,344.20</b>

Notes: 1) LSAPs expire 7/30/13. 2) Pricing discount above exceeds GSA pricing levels. 3) All LSAPs are for one year unless noted otherwise. 4) FXB includes Snapshot and E-Mail Plug-In LSAP. 5) RXB includes E-Mail Plug-In LSAP.

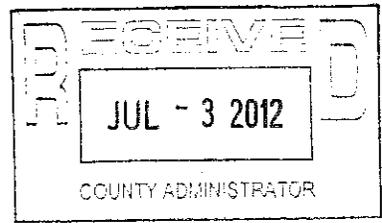
x: _____		Purchase Order No.:
Authorized Signature		DATE:
DELIVERY: 21 Days ARO	<b>SEI CONFIDENTIAL</b>	Prepared by: Bob Rozinski
F.O.B. Tinton Falls, NJ		Phone: 732-747-6995 x243
Terms: Net 30		Fax: 732-747-6542
Date of Quote:		E-Mail: bobr@storageengine.com
14-Jun-12		
Storage Engine, Inc. Standard Terms and Conditions Apply		

The Laserfiche Software Assurance Plan (LSAP), provided through the Storage Engine Company allows the county via the Information Technology Office, to deploy the latest upgrades, patches and technical support required to keep the Laserfiche Platform optimized to its fullest potential.

Together the three servers that require their support are: Laserfiche Server, Laserfiche SQL Server, and Laserfiche Web Server. These servers allow any user within the county facilities entry into the county repository. In addition, the ability to utilize the repository is available through handheld devices.

This 800# toll free support through Storage Engine encompasses troubleshooting with a live technician, direct web chats and web interaction with Laserfiche via Storage Engine, internet based searchable knowledgebases, software downloads, training materials, white papers, discussion forums, and best practice guides on administering the repository.

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096



Certificate of Availability of Funds

TREASURER'S NO. 12-06107 DATE 6/29/12

#2-01-20-140-001-20370  
BUDGET NUMBER - CURRENT YR 2012 B OPERATING DEPARTMENT I.T.

AMOUNT OF CERTIFICATION \$28,344.20 COUNTY COUNSEL EMMET PRIMAS

DESCRIPTION: ANNUAL MAINTENANCE ON COUNTY WIDE EDMS, LASERFICHE, IMAGING SYSTEM.

VENDOR: STORAGE ENGINE

ADDRESS: ONE SHEILA DRIVE  
TINTON FALLS, NJ 07724

William R. Taylor  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 6-29-12

**RESOLUTION APPOINTING BETH ESTBERG TO THE ANIMAL SHELTER ADVISORY COMMITTEE**

**WHEREAS**, there currently exists an Animal Shelter Advisory Committee which provides valuable services to the Board of Chosen Freeholders and the County of Gloucester; and

**WHEREAS**, the Board of Chosen Freeholders desires to designate a person to serve on the Animal Shelter Advisory Committee.

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

1. **BETH ESTBERG** is hereby appointed to fill a vacancy as a member of the Animal Shelter Advisory Committee for the remainder of a term of three years commencing immediately and terminating on March 6, 2015;
2. Said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

**OBJECTIVE**

To work in an environment where I can utilize learned skills and knowledge while gaining experience in order to advance within the Administrative/Managerial field.

**PROFESSIONAL EXPERIENCE**

2/2009-present Gloucester County Legal Department Woodbury, New Jersey

**Senior Clerk Typist**

- Prepare legal documents such as road easements, slope easements, triangle easements, deed of easements, minor subdivision deeds and developer agreements needed for use to obtain or utilize certain parcels of land. Forward finalized document to Clerk of the Board for recording, then redirect final recorded versions to appropriate parties.
- Compose all legal pleadings including Orders, Order to Show Cause, Verified Complaint, Stipulation of Settlement, Proof of Service, Stipulation of Dismissal With and Without Prejudice, Statutory Penalties, Case Management Order, Consent Order Remanding Appeal, Acknowledgement of Service, Substitution of Attorney, Order of Judgment and Appointing Commissioners, Declaration of Taking, Lis Pendens, Order of Payment into Court and for Possession, Verified Complaint in Condemnation, Affidavits and Decision of Bid Challenges.
- Prepare contracts and obtain all documents necessary for settlements on properties including, Agreement of Sale for Farmland Preservation, Contract to Sell Development Easements, Open Space Agreements of Sale and Deeds of Conveyance, including corresponding with title companies, grantors and other departments to confirm date, time and location of closing.
- Transcribe dictation from a tape dictated by attorney on various matters including legal opinions, memorandums, correspondences and other legal forms.
- Maintain a diary of attorney's schedule including meetings with several departments, attorneys, court appearances, bid protest hearings, right to farm hearings, weekly County Counsel meetings with in-house attorneys, and settlements for properties, giving proper notification of meetings and changes in schedule as they arise.

2/2007-2/2009 Gloucester County Consumer Protection Clarksboro, New Jersey

**Senior Clerk Typist**

- Prepare consumer complaint forms to be mailed to complainants and document such mailings in an office ledger.
- Receive consumer complaints, review and prepare letters for investigators.
- Prepare and type monthly Consumer Protection report for the New Jersey Consumer Affairs Office.
- Prepare and type for signature weekly "new business" letters for Director and Freeholder Liaison.
- Maintain records, files and utilize various types of electronic information systems for Consumer Protection and Weights and Measures data.
- Prepare and type monthly Weights and Measures report for the County Superintendent of Weights and Measures.
- Memorandums for Director and Superintendent when needed.

7/2006-1/2007

Gloucester County Animal Shelter

Clayton, NJ

**Senior Clerk Typist**

- Review, check and process applications, reports and other documents for correctness.
- Maintain records and files in manual and computer folders.
- Prepare and type annual Material Safety Data report.
- Handle monies including adjusting register and making bank deposits.
- Prepare and verify payroll.
- Maintain monthly adoption surveys and other data entries.
- Submit work orders for repairs to building on a need basis.

1/2004-7/2006

Gloucester County Animal Shelter

Clayton, NJ

**Clerk Typist**

- Respond to public and handle high call volume.
- Contact veterinarians regarding applicants and to schedule animals for surgeries.
- Process and type applications and contracts.
- Utilize electronic equipment such as computer, printer and facsimile.

**EDUCATION**

West Deptford High School-HS Diploma

(4 years)

West Deptford, New Jersey

Gloucester County College  
(Psychology)

(9/2001-5/2002)

Sewell, New Jersey

Gloucester County Technical Institute  
(Venipuncture)

(9/2002-12/2002)

Sewell, New Jersey

**References**

Available upon request

A8

**RESOLUTION AUTHORIZING CONTRACT WITH CIVIL SOLUTIONS – A DIVISION OF ADAMS, REHMAN AND HEGGAN ASSOCIATES, INC., FOR THE PROVISION OF ENGINEERING SERVICES FOR GIS DATA CONVERSION SERVICE AND TAX MAP MAINTENANCE AND UPDATES , THROUGH STATE CONTRACT #A69420, IN AN AMOUNT NOT TO EXCEED \$25,000.00, FROM JULY 11, 2012 TO JULY 10, 2013**

**WHEREAS**, the County Office of Assessment has the need for professional engineering and surveying services for GIS Data Conversion Service and tax map maintenance for Clayton, Logan, Greenwich, Franklin, Pitman Woolwich, Paulsboro and Washington Township;

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

**WHEREAS**, it has been determined that the County will need to update the existing Gloucester County Land Parcel Base Layer by utilizing tax maps that have been recently approved by the State Division of Taxation and have been received by the Office of Assessment for an amount not to exceed \$25,000.00, from July 11, 2012 to July 10, 2013, through State Contract #A69420; and

**WHEREAS**, the contract shall be for an estimated units of service, for an amount not to exceed \$25,000.00. The contract is open-ended, which does not obligate the County to make any purchase; and no Certificate of Availability of Funds is required at this time.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract with Civil Solution – a Division of Adams Rehman & Heggan Associates, Inc., for the provision of professional engineering and surveying services for GIS Data Conversion Service tax map maintenance and updates for the Office of Assessment, from July 11, 2012 to July 10, 2013, for an amount not to exceed \$25,000.00, through State Contract #A69420.

**BE IT FURTHER RESOLVED**, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A9

**RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE TOWNSHIP OF EAST GREENWICH IN THE AMOUNT OF \$40,012.00 FOR CERTAIN COSTS ASSOCIATED WITH TAX MAP EXPENSES AS RELATED TO REVALUATION**

**WHEREAS**, pursuant to the New Jersey Property Tax Assessment Reform Act (“the Act”), N.J.S.A. 54:1-86 et. seq., Gloucester County has been designated as the pilot county and received the authority to pursue regionalized tax assessment on a County-wide basis; and

**WHEREAS**, a major aspect of the program is the periodic revaluation of the real property in the Township of East Greenwich located in the County. N.J.S.A. 54:1-90 provides that every municipality with the pilot county shall implement a real property revaluation; and

**WHEREAS**, N.J.S.A. 54:1-90b(2) specifically provides that the County Tax Assessor may waive the revaluation requirement for Township of East Greenwich upon his/her finding that the Township of East Greenwich itself implemented certain aspects of the revaluation. N.J.S.A. 54:1-90b(2c), the Township of East Greenwich is entitled to reimbursement for certain costs associated with the revaluation; and

**WHEREAS**, the Township of East Greenwich to whom reimbursement will be paid has certified the actual cost incurred by the Township of East Greenwich for the revaluation by the Township; and

**WHEREAS**, the amount of reimbursement for the Township of East Greenwich is \$40,012.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the appropriate County Officials are authorized to process the reimbursement to the Township of East Greenwich in the amount of \$40,012.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

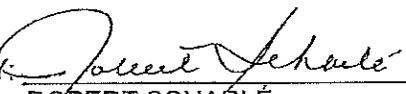
A9

CERTIFICATION OF ROBERT SCHARLÉ

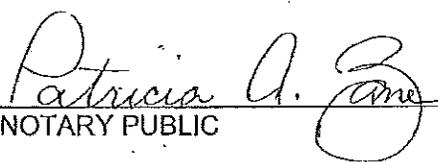
I, ROBERT SCHARLÉ, hereby certify as follows:

1. I am the Chief Financial Officer for the Township of East Greenwich.
2. A copy of the invoices related to the Preparation of an Approved Tax Map in the sum of \$40,012.00 is attached hereto as Exhibit A.

DATED: May 22, 2012

BY:   
ROBERT SCHARLÉ  
Chief Financial Officer, Township of East Greenwich

Sworn to and subscribed before me  
this 22nd day of May, 2012.

  
NOTARY PUBLIC

Patricia A. Zane  
Notary Public of New Jersey  
My Commission Expires Nov. 10, 2012

**TOWNSHIP OF EAST GREENWICH**  
**Preparation of an Approved Tax Map Certification**  
Exhibit A

<b>Includes:</b>			
	A-1	Copy of Vendor Invoice - Federici & Akin, P.A.	\$ 7,400.00
	A-2	Copy of Vendor Invoice - Federici & Akin, P.A.	2,549.50
	A-3	Copy of Vendor Invoice - Federici & Akin, P.A.	4,210.25
	A-4	Copy of Vendor Invoice - Federici & Akin, P.A.	3,853.75
	A-5	Copy of Vendor Invoice - Federici & Akin, P.A.	1,133.00
	A-6	Copy of Vendor Invoice - Federici & Akin, P.A.	16,363.75
	A-7	Copy of Vendor Invoice - Federici & Akin, P.A.	4,501.75
			\$ 40,012.00



TOWNSHIP OF EAST GREENWICH

154 DEMOCRAT ROAD  
MICKLETON, NJ 08056  
TEL (856) 423-0454 FAX (856) 236-0296

VENDOR NO.

VOUCHER - PO REQUEST

NO.

Date

3/10/10

89-210

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S Federici & Akin, P.A.  
H 307 Greentree Road  
P Sewell, New Jersey 08080  
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ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	2009 Tax Map Update		File No. 09132	
2			Invoice #19360	
3	<del>Re-Valuation of East Greenwich Twp.</del>			
4				
5				
6	Fee for following Engineering Services rendered:			
7	Billing Period 1/04/10 to 1/31/10			\$7,400.00
8				

**NOTICE TO VENDOR SIGN AND RETURN TO TOWNSHIP OF EAST GREENWICH**

Bills to be considered for payment must be presented to the Clerk properly signed and certified on this town on or before the first of the month. Note: All bills must be properly certified before payment. This purchaser is exempt by statute from payment of all Federal, State and Municipal excise, sales or other taxes. Federal Tax Exempt I.D. #21-6000540

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly swear and certify under the penalties of law that the within bill is correct in all its particulars, that no embezzlements 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 charged is a reasonable one.

Vendor signature: *[Signature]* Date: 3/10/10 Position: Engineer Title ID: \_\_\_\_\_

**OFFICE USE ONLY**

	<b>APPROVED BY TOWNSHIP CLERK</b>	<b>DATE</b>	<b>SIGNATURE</b>	<b>DATE</b>	<b>SIGNATURE</b>
	I, having knowledge of the facts certify that the materials and supplies have been received and the services rendered and certification being based on signed delivery slips or other reasonable procedures.				
	<b>APPROVED BY TOWNSHIP ENGINEER</b>				
	The above claim was approved and ordered paid at a meeting held				
<b>APPROVED BY TOWNSHIP MAYOR</b>					
DATE SIGNATURE (MAYOR)					

ORIGINAL - Vendor VENDOR - Vendor DEPARTMENT - Proc



FEDERICI & AKIN, I. A.  
CONSULTING ENGINEERS

307 Greentree Rd  
Sewell, NJ 08080

(856) 589-1400 Phone

(856) 582-7976 Fax

February 01, 2010  
File No. 09132  
Invoice No. 19360

East Greenwich Township  
159 Democrat Road  
Mickleton, NJ 08056

Billing Period From 1/4/2010 to 1/31/2010

In Reference To: 2009 Tax Map Update  
and Conversion to Auto Cad

INVOICE

Description of Services:

Re-Valuation of East Greenwich Twp.  
Initial expense from New York Document Scanning, converting original linens into electronic format.  
*Modified Tax Maps for Re-valuation purposes.*  
Fee for Engineering Services rendered for the following tasks and reimbursable charges to the project.

	<u>Hours</u>	<u>Amount</u>
Total engineering services rendered	0.00	\$7,400.00
 <u>Additional Charges</u>		
	<u>Qty/Price</u>	
Consultant	1 \$7,400.00	
Total additional charges		<u>\$0.00</u>
Total amount of this bill		<u><u>\$7,400.00</u></u>

Engineering

Surveying

Planning

Billable Expense  
Under Contract  
No. 09132



# New York Document Scanning

540 39th Street  
#36  
Union City, NJ 07087  
Phone: 201-966-3037

Invoice No. 4

## INVOICE

**Customer**

Name Federici & Akin, P.A. Attn: TED WILKINSON  
Address 307 Greentree Road  
City Sewell State NJ ZIP 08080  
Phone 856-340-9920

Date 2/16/2010  
Order No. 0004  
Rep \_\_\_\_\_  
FOB \_\_\_\_\_

Qty		Unit Price	TOTAL
6	Item 1 : 6 Plates (Pilot)	\$300.00	\$1,800.00
28	Item 2 : 28 Plates	\$200.00	\$5,600.00

~~OFF~~ **ENTERED**  
2-17-10  
142525

**Payment Details**

Cash  
 Check  
 Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$7,400.00
Shipping & Handling	
Taxes State	
<b>TOTAL</b>	<b>\$7,400.00</b>

Office Use Only

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TOWNSHIP OF EAST GREENWICH

159 DEMOCRAT ROAD  
MICKLETON, NJ 08056  
TEL (856) 425-6454 FAX (856) 236-0296

VOUCHER / PO REQUEST  
NO. \_\_\_\_\_  
Date \_\_\_\_\_

7/10/10  
89-2010

VENDOR NO.

S Federici & Akin, P.A.  
H 307 Greentree Road  
P Sewell, New Jersey 08080  
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ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	2009 Tax Map Update		File No. 09132	
2	and Conversion to Auto Cad		Invoice #19350	
3	Services for Twp. Re-valuation			
4	of NJ Tax Dept. Approval			
5	JW			
6	Fee for following Engineering Services rendered:			
7	Billing Period 1/4/10 to 1/31/10			\$2,549.50
8				

**NOTICE TO VENDOR** Bills to be considered for payment must be presented to the Clerk properly signed and certified on this form on or before the first of the month. Note: All bills must be properly certified before payment.

**SIGNATURE REQUIRED FOR PAYMENT** This purchaser is exempt by statute from payment of all Federal, State and Municipal excise, sales or other taxes. Federal Tax Exempt I.D. #21-6000649

**CLAIMANT'S CERTIFICATION AND DECLARATION**  
I do solemnly swear and certify under the penalties of 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 charged is a reasonable one.

Vendor Signature: [Signature] Date: 2/10/10 Position: Engineer Tax ID: \_\_\_\_\_

OFFICE USE ONLY

<p>APPROVED BY TOWNSHIP CLERK</p> <p>DATE: _____ SIGNATURE: _____</p>	<p>I, having knowledge of the facts certify that the materials and supplies have been received in the services rendered and certificate is being based on signed delivery slips or other reasonable procedures.</p>
	<p>DATE: _____ SIGNATURE: _____</p>
	<p>The above claim was approved and ordered paid at a meeting held _____</p>
	<p>DATE: _____ SIGNATURE: _____</p>

COMPARISON - Vendor VENDOR - Vendor DEPARTMENT - POK



FEDERICI & AKIN, F.A.  
CONSULTING ENGINEERS

307 Greentree Rd.  
Sewell, NJ 08080

(856) 589-1400 Phone

(856) 582-7976 Fax

February 01, 2010  
File No. 09132  
Invoice No. 19350

East Greenwich Township  
159 Democate Road  
Mickleton, NJ 08056

Billing Period From 1/4/2010 to 1/31/2010

In Reference To: 2009 Tax Map Update  
and Conversion to Auto Cad

INVOICE

Description of Services:

*Services to revise all tax maps for Re-valuation purposes and NJ Tax Dept. Approval*  
Prepare new scope of work for updating tax maps. Draft plan for Consultant use. Begin reviewing and modify onion skins to match aerials. Set up system to convert and manipulate plates to match on geo-reference coordinate with New Jersey State Plan.. Review product sent by Consultant. Review Plate 8 for revisions to text, line locations, etc.

Fee for Engineering Services rendered for the following tasks and reimbursable charges to the project.

Engineering Services

	<u>Hrs/Rate</u>	<u>Amount</u>
Design Engineer	3.50 105.00/hr	367.50
Professional Engineer	2.00 125.00/hr	250.00
Senior Draftsman	20.25 88.00/hr	1,782.00
Technician	2.00 75.00/hr	150.00
Total engineering services rendered	27.75	\$2,549.50

Engineering

Surveying

Planning

## Selection Criteria

Slip.Billing Status Billable  
Slip.Transaction Dat 1/4/2010 - 1/31/2010  
Clie.Selection Include: 09132

Date	Employee/Activity/Description	Hours/Rate	Amount
<u>Phase/\$Exp.: 04 Professional Engineer</u>			
1/25/2010	T Wilkinson Professional Engineer Prepare new scope of work for updating tax maps.	0.50 \$125.00	\$62.50
1/27/2010	T Wilkinson Professional Engineer Set up system with NY Scans to convert and manipulate plates to match Orthos.	1.00 \$125.00	\$125.00
1/29/2010	T Wilkinson Professional Engineer Review Plate 8 for revisions to text, line locations, etc.	0.50 \$125.00	\$62.50
Total: 04 Professional Engineer		2.00	\$250.00
<u>Phase/\$Exp.: 07 Design Engineer</u>			
1/26/2010	B Yates Design Engineer Begin reviewing and modify onlon skins to match aerials	3.50 \$105.00	\$367.50
Total: 07 Design Engineer		3.50	\$367.50
<u>Phase/\$Exp.: 11 Technician</u>			
1/25/2010	R Akin Technician Found tax maps and shape file for tax map. Inserted shape file into drawing.	1.50 \$75.00	\$112.50
1/29/2010	R Akin Technician Started to add centerline for roads from aerials.	0.50 \$75.00	\$37.50
Total: 11 Technician		2.00	\$150.00
<u>Phase/\$Exp.: 25 Senior Draftsman</u>			
1/19/2010	E Salonish Senior Draftsman Scanning original plates for conversion.	3.00 \$88.00	\$264.00
1/25/2010	E Salonish Senior Draftsman Download aerial images, convert SID files to TIFF files. Draft plan for Consultant use.	5.00 \$88.00	\$440.00
1/26/2010	E Salonish Senior Draftsman Download aerial images, convert SID files to TIFF files. Draft plan for Consultant use.	5.00 \$88.00	\$440.00
Engineering		Surveying	Planning



TOWNSHIP OF EAST GREENWICH

134 DEMOCRAT ROAD  
MICKLETON, NJ 08056  
TEL (856) 422-0654 FAX (856) 230-0296

VOUCHER / PO REQUEST  
NO.  
Date

VENDOR NO.

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S Federici & Akin, P.A.  
H 307 Greentree Road  
P Sewell, New Jersey 08080  
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5/12/10  
161-2010

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1			File No. 09132	
2	2009 Tax Map Update		Invoice #19590	
3				
4	Re-Valuation of East Greenwich Twp.			
5				
6	Fee for following Engineering Services rendered:			
7	Billing Period 2/01/10 to 2/28/10			\$4,210.25
8				

**NOTICE TO VENDOR SIGN AND RETURN TO THE CLERK**

Bills to be considered for payment must be presented to the Clerk properly signed and certified on this form on or before the first of the month. Note: All bills must be properly certified before payment.

This purchaser is exempt by statute from payment of all Federal, State and Municipal excise, sales or other taxes. Federal Tax Exempt I.D. #21-6000543

**CLAIMANT'S CERTIFICATION AND DECLARATION**  
I do solemnly swear and certify under the penalties of 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 charged is a reasonable one.

Vendor Signature: [Signature] Date: 3/26/10 Position: Eng'r Tax ID: \_\_\_\_\_

OFFICE USE ONLY

	<b>DATE</b>	<b>SIGNATURE</b>	<b>DATE</b>
	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.		
	The above claim was approved and ordered paid at a meeting held		
	<b>DATE</b>	<b>SIGNATURE (MAYOR)</b>	<b>DATE</b>

OPERATOR - Name      VENDOR - Name      DEPARTMENT - File



FEDERICI & AKIN, P.A.  
CONSULTING ENGINEERS

307 Greentree Rd.  
Sewell, NJ 08080

(856) 589-1400 Phone

(856) 582-7976 Fax

March 01, 2010  
File No. 09132  
Invoice No. 19590

East Greenwich Township  
159 Democate Road  
Mickleton, NJ 08056

Billing Period From 2/1/2010 to 2/28/2010

In Reference To: 2009 Tax Map Update  
and Conversion to Auto Cad

INVOICE

Description of Services:

Re-Valuation of East Greenwich Twp.

Draft and review tax maps and mark ups. Review of pilot - 1st 6 plates and develop plan of action for geo-referencing specialties and seamless tax map design. Manage layout of sub-plates within 400-scale plates; develop new layering system for re-scaling of text between views. Reviewing map product. Further conversion. Review completion status. Review modified sheets and revisions.

Fee for Engineering Services rendered for the following tasks and reimbursable charges to the project.

Engineering Services

	<u>Hrs/Rate</u>	<u>Amount</u>
Design Engineer	6.50 105.00/hr	682.50
Professional Engineer	3.00 125.00/hr	375.00
Review Technician	6.00 90.00/hr	540.00
Senior Draftsman	19.25 88.00/hr	1,694.00
Technician	12.25 75.00/hr	918.75
<b>Total engineering services rendered</b>	<b>47.00</b>	<b>\$4,210.25</b>

Engineering

Surveying

Planning

## Selection Criteria

Slip.Billing Status	Billable
Slip.Transaction Dat	2/1/2010 - 2/28/2010
Clie.Selection	Include: 09132

Date	Employee/Activity/Description	Hours/Rate	Amount
<u>Phase/\$Exp.: 04 Professional Engineer</u>			
2/12/2010	T Wilkinson Professional Engineer Review of pilot - 1st 6 plates, and develop plan of action for geo-referencing specialties and seamless tax map design.	1.00 \$125.00	\$125.00
2/15/2010	T Wilkinson Professional Engineer Manage layout of sub-plates within 400-scale plates; develop new layering system for re-scaling of text between views.	0.50 \$125.00	\$62.50
2/18/2010	T Wilkinson Professional Engineer Further conversion.	0.50 \$125.00	\$62.50
2/22/2010	T Wilkinson Professional Engineer map reviews and updates.	1.00 \$125.00	\$125.00
Total: 04 Professional Engineer		3.00	\$375.00
<u>Phase/\$Exp.: 07 Design Engineer</u>			
2/2/2010	B Yates Design Engineer Review maps and mark ups.	2.00 \$105.00	\$210.00
2/9/2010	B Yates Design Engineer Review and check linens.	1.00 \$105.00	\$105.00
2/17/2010	B Yates Design Engineer Review existing maps.	1.00 \$105.00	\$105.00
2/19/2010	B Yates Design Engineer Review completion status.	0.50 \$105.00	\$62.50
2/23/2010	B Yates Design Engineer Review modified sheets.	1.00 \$105.00	\$105.00
2/26/2010	B Yates Design Engineer Review revisions.	1.00 \$105.00	\$105.00
Total: 07 Design Engineer		6.50	\$682.50

Engineering

Surveying

Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
<u>Phase/\$Exp.: 08 Review Technician</u>			
2/8/2010	M Shields Review Technician	2.00 \$90.00	\$180.00
2/9/2010	M Shields Review Technician Review the tax map autocad mark-ups.	4.00 \$90.00	\$360.00
Total: 08 Review Technician		6.00	\$540.00
<u>Phase/\$Exp.: 11 Technician</u>			
2/1/2010	R Akin Technician Drafted centerlines of roads within township shape file.	5.00 \$75.00	\$375.00
2/8/2010	R Akin Technician Found block to set up sheets. Started to set up sheets.	2.50 \$75.00	\$187.50
2/22/2010	R Akin Technician Created cover page and key map page. Created pages for tax map pages.	4.75 \$75.00	\$356.25
Total: 11 Technician		12.25	\$918.75
<u>Phase/\$Exp.: 25 Senior Draftsman</u>			
2/1/2010	E Salonish Senior Draftsman Review product sent by Consultant. Scan hand drafted tax maps for consultant use.	3.00 \$88.00	\$264.00
2/2/2010	E Salonish Senior Draftsman	\$88.00	\$0.00
2/8/2010	E Salonish Senior Draftsman Review product sent by Consultant.	1.00 \$88.00	\$88.00
2/9/2010	E Salonish Senior Draftsman Review product sent by Consultant.	1.00 \$88.00	\$88.00
2/11/2010	E Salonish Senior Draftsman Prepare and send e-mails of image file to Consultant.	1.00 \$88.00	\$88.00
2/16/2010	E Salonish Senior Draftsman Review product sent by Consultant.	3.00 \$88.00	\$264.00
2/17/2010	E Salonish Senior Draftsman Review product sent by Consultant.	2.25 \$88.00	\$198.00
2/18/2010	E Salonish Senior Draftsman Review product sent by Consultant.	3.50 \$88.00	\$308.00
Engineering		Surveying	Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
2/19/2010	E Salonish Senior Draftsman Review product sent by Consultant. Resolve problems with Consultants plan.	2.50 \$88.00	\$220.00
2/22/2010	E Salonish Senior Draftsman Review product sent by Consultant.	2.00 \$88.00	\$176.00
Total: 25 Senior Draftsman		19.25	\$1,694.00
Grand Total		47.00	\$4,210.25

Engineering

Surveying

Planning



TOWNSHIP OF EAST GREENWICH

154 DEMOCRAT ROAD  
 MICKLETON, NJ 08056  
 TEL (856) 421-0654 FAX (856) 234-0296

VOUCHER - PO REQUEST  
 NO. \_\_\_\_\_  
 Date \_\_\_\_\_

VENDOR NO.

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R

S Federici & Akin, P.A.,  
 B 307 Greentree Road  
 P Sewell, New Jersey 08080  
 T \_\_\_\_\_  
 O \_\_\_\_\_

9/2/10  
 16/2010

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1			File No. 09132	
2	2009 Tax Map Update		Invoice #19745	
3				
4	Re-Valuation of East Greenwich Twp.			
5				
6	Fee for following Engineering Services rendered:			
7	Billing Period 3/01/10 to 3/28/10			\$3,853.75
8				

**NOTICE TO VENDOR SIGN AND RETURN TO THE TOWNSHIP OF EAST GREENWICH**

Bills to be considered for payment must be presented to the Clerk properly signed and certified on this form on or before the first of the month. Note: All bills must be properly certified before payment.  
 This purchaser is exempt by statute from payment of all Federal, State and Municipal excise, sales or other taxes. Federal Tax Exempt I.D. #27-6000543

**CLAIMANT'S CERTIFICATION AND DECLARATION**  
 I do solemnly swear and certify under the penalties of law that the within bill is correct in all its particulars, that the services 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 charged is a reasonable one.  
 Vendor Signature: \_\_\_\_\_ Date: 9/13/10 Position: EA Tax ID: \_\_\_\_\_

**OFFICE USE ONLY**

	<b>DATE RECEIVED</b>	I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered and certification being based on signed delivery slips or other reasonable procedures.
	<b>DATE</b>	<b>SIGNATURE</b>
	The above claim was approved and amount paid at a meeting held	
	<b>DATE</b>	<b>SIGNATURE</b>

Original - Vendor      Vendor - Vendor      DEPARTMENT - PO#



FEDERICI & AKIN, P.A.  
CONSULTING ENGINEERS

307 Greentree Rd.  
Sewell, NJ 08080

(856) 589-1400 Phone

(856) 582-7976 Fax

March 29, 2010  
File No. 09132  
Invoice No. 19745

East Greenwich Township  
159 Democate Road  
Mickleton, NJ 08056

Billing Period From 3/1/2010 to 3/28/2010

In Reference To: 2009 Tax Map Update  
and Conversion to Auto Cad

INVOICE

Description of Services:

Re-Valuation of East Greenwich Twp.

Create blocks for sheets 11 through 18. Review status of maps and schedule. Check on latest plate conversion, plate 3. Review revised maps. Review plan sent by Consultant. Review map revisions. Coordinate drafting of tax maps. Review completed drawings of the new tax maps. Added block to drawing. Traced block and sheet limits to be set up for viewports. Coordinate drafting of tax maps for State review. Review final package of conversions.

Fee for Engineering Services rendered for the following tasks and reimbursable charges to the project.

Engineering Services

	<u>Hrs/Rate</u>	<u>Amount</u>
Design Engineer	9.00 105.00/hr	945.00
Professional Engineer	1.75 125.00/hr	218.75
Project Manager	3.00 125.00/hr	375.00
Senior Draftsman	5.00 88.00/hr	440.00
Technician	25.00 75.00/hr	1,875.00
<b>Total engineering services rendered</b>	<b>43.75</b>	<b>\$3,853.75</b>

Engineering

Surveying

Planning

## Selection Criteria

Slip.Billing Status	Billable
Slip.Transaction Dat	3/1/2010 - 3/28/2010
Clie.Selection	Include: 09132

Date	Employee/Activity/Description	Hours/Rate	Amount
<u>Phase/\$Exp.: 03 Project Manager</u>			
3/17/2010	M Shields Project Manager Review completed drawings of the new tax maps.	3.00 \$125.00	\$375.00
Total: 03 Project Manager		3.00	\$375.00
<u>Phase/\$Exp.: 04 Professional Engineer</u>			
3/1/2010	T Wilkinson Professional Engineer	0.50 \$125.00	\$62.50
3/5/2010	T Wilkinson Professional Engineer Check on latest plate conversion; plate 3.	0.25 \$125.00	\$31.25
3/10/2010	T Wilkinson Professional Engineer Review of scanned and converted documents for clarity.	0.50 \$125.00	\$62.50
3/26/2010	T Wilkinson Professional Engineer Review final package of conversions.	0.50 \$125.00	\$62.50
Total: 04 Professional Engineer		1.75	\$218.75
<u>Phase/\$Exp.: 07 Design Engineer</u>			
3/1/2010	B Yates Design Engineer Review status of maps and schedule.	1.00 \$105.00	\$105.00
3/8/2010	B Yates Design Engineer Review revised maps.	2.00 \$105.00	\$210.00
3/12/2010	B Yates Design Engineer Review map revisions.	1.00 \$105.00	\$105.00
3/15/2010	B Yates Design Engineer Review revisions.	1.00 \$105.00	\$105.00
3/18/2010	B Yates Design Engineer Review revised maps and mark up.	2.00 \$105.00	\$210.00
3/22/2010	B Yates Design Engineer Review maps.	1.00 \$105.00	\$105.00

Engineering

Surveying

Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
3/26/2010	B Yates Design Engineer Review revised maps and schedule.	1.00 \$105.00	\$105.00
Total: 07 Design Engineer		9.00	\$945.00
<u>Phase/\$Exp.: 11 Technician</u>			
3/1/2010	R Akin Technician Created blocks for sheets 11 through 18.	2.00 \$75.00	\$150.00
3/15/2010	R Akin Technician Traced plate and sheet limits to be translated onto tax map sheets.	6.00 \$75.00	\$450.00
3/16/2010	R Akin Technician Set up sheet view ports for East Greenwich Tax Maps.	8.00 \$75.00	\$600.00
3/19/2010	R Akin Technician Read through deeds to be revised on East Greenwich tax maps.	1.50 \$75.00	\$112.50
3/26/2010	R Akin Technician Added block to drawing. Traced block and sheet limits to be set up for viewports.	7.50 \$75.00	\$562.50
Total: 11 Technician		25.00	\$1,875.00
<u>Phase/\$Exp.: 25 Senior Draftsman</u>			
3/10/2010	E Salonish Senior Draftsman Review plan sent by consultant.	0.50 \$88.00	\$44.00
3/15/2010	E Salonish Senior Draftsman Coordinate drafting of tax maps.	1.00 \$88.00	\$88.00
3/16/2010	E Salonish Senior Draftsman Coordinate drafting of tax maps.	1.00 \$88.00	\$88.00
3/19/2010	E Salonish Senior Draftsman Coordinate drafting of tax maps.	1.00 \$88.00	\$88.00
3/26/2010	E Salonish Senior Draftsman Coordinate drafting of Tax Maps for State review.	1.50 \$88.00	\$132.00
Total: 25 Senior Draftsman		5.00	\$440.00

Engineering

Surveying

Planning





FEDERICI & AKIN, F.A.  
CONSULTING ENGINEERS

307 Greentree Rd.  
Sewell, NJ 08080

(856) 589-1400 Phone

(856) 582-7976 Fax

April 30, 2010  
File No. 09132  
Invoice No. 19831

East Greenwich Township  
159 Democate Road  
Mickleton, NJ 08056

Billing Period From 3/29/2010 to 4/25/2010

*In Reference To:* 2009 Tax Map Update  
and Conversion to Auto Cad

**INVOICE**

Description of Services: **Re-Valuation of East Greenwich Twp.**

Coordinate drafting of Tax Maps for state review. Review revised maps. Review final conversions by sub-consultant. Check on quality of conversion process. Review revised maps and completion schedule. Prepare tax map revisions and map overlays.

Fee for Engineering Services rendered for the following tasks and reimbursable charges to the project.

Engineering Services

	<u>Hrs/Rate</u>	<u>Amount</u>
Design Engineer	4.00 105.00/hr	420.00
Professional Engineer	1.00 125.00/hr	125.00
Project Manager	4.00 125.00/hr	500.00
Senior Draftsman	1.00 88.00/hr	88.00
 Total engineering services rendered	 <u>10.00</u>	 <u>\$1,133.00</u>

Engineering

Surveying

Planning

## Selection Criteria

Slip.Billing Status Billable  
Slip.Transaction Dat 3/29/2010 - 4/25/2010  
Clic.Selection Include: 09132

Date	Employee/Activity/Description	Hours/Rate	Amount
<u>Phase/\$Exp.: 03 Project Manager</u>			
4/13/2010	M Shields Project Manager	1.00 \$125.00	\$125.00
4/21/2010	M Shields Project Manager Review tax maps and check on status update. Worked on tax map revisions and map overlays.	3.00 \$125.00	\$375.00
Total: 03 Project Manager		4.00	\$500.00
<u>Phase/\$Exp.: 04 Professional Engineer</u>			
4/1/2010	T Wilkinson Professional Engineer Review final conversions by sub-consultant.	0.25 \$125.00	\$31.25
4/8/2010	T Wilkinson Professional Engineer Check on quality of conversion process.	0.75 \$125.00	\$93.75
Total: 04 Professional Engineer		1.00	\$125.00
<u>Phase/\$Exp.: 07 Design Engineer</u>			
3/30/2010	B Yates Design Engineer Review revised maps.	1.00 \$105.00	\$105.00
3/31/2010	B Yates Design Engineer Review revised maps.	1.00 \$105.00	\$105.00
4/9/2010	B Yates Design Engineer Review revised maps and completion schedule.	1.00 \$105.00	\$105.00
4/19/2010	B Yates Design Engineer Review schedule and revised maps.	1.00 \$105.00	\$105.00
Total: 07 Design Engineer		4.00	\$420.00
<u>Phase/\$Exp.: 25 Senior Draftsman</u>			
3/29/2010	E Salonish Senior Draftsman Coordinate drafting of Tax Maps for State review.	1.00 \$88.00	\$88.00

Engineering

Surveying

Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
Total: 25 Senior Draftsman		, 1.00	\$88.00
Grand Total		10.00	\$1,133.00

Engineering	Surveying	Planning
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TOWNSHIP OF EAST GREENWICH

59 DEMOCRAT ROAD  
MICKLETON, NJ 08056  
TEL (856) 423-0654 FAX (856) 224-0296

VOUCHER / PO REQUEST  
NO.  
Date

VENDOR NO.

V Federici & Akin, P.A.  
E 307 Greentree Road  
N  
D  
O Sewell, New Jersey 08080  
R

June 24, 2010  
S  
H File 09132  
I  
P No: 233-2010  
T Invoice No. 20083  
O

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	In Reference			
2	to 2009 Tax Map Update			
3	and Conversion to Auto Cad			
4	Re-VALUATION OF EAST GREENWICH TWP.			
5	Attached is invoice 20083, which covers services from 4/26/2010 to 5/30/2010. This invoice, dated 6/24/2010, is for \$16363.75.			
6				
7				
8			Total Amount Due:	\$16,363.75

**NOTICE TO VENDOR** **SIGN AND RETURN VOUCHER FOR PAYMENT**

Bills to be considered for payment must be presented to the Clerk properly signed and certified on this form on or before the first of the month. Note: All bills must be properly certified before payment.

This purchaser is exempt by statute from payment of all Federal, State and Municipal excise, sales or other taxes. Federal Tax Exempt I.D. #21-8000543

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly swear and certify under the penalties of 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 charged is a reasonable one.

Vendor Signature: *[Signature]* Date: 6/24/10 Position: Eng Tax ID: \_\_\_\_\_

OFFICE USE ONLY

APPROPRIATIONS OR ACCOUNTS CHARGED	AMOUNT	OFFICER'S OR EMPLOYEE'S CERTIFICATION	DATE PAID
		I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certifications being based on signed delivery slips or other reasonable procedures.	
		DATE: _____ SIGNATURE: _____ TITLE: _____	
		<b>PAYMENT AUTHORIZED</b>	CHECK NO.
		The above claim was approved and ordered paid at a meeting held	
		DATE: _____ SIGNATURE (CLERK): _____	
		<b>PAYMENT APPROVED</b>	
		DATE: _____ SIGNATURE (MAYOR): _____	

ORIGINAL - White      VENDOR - Yellow      DEPARTMENT - Pink



FEDERICI & AKIN, I A.  
CONSULTING ENGINEERS

307 Greentree Rd.  
Sewell, NJ 08080

(856) 589-1400 Phone

(856) 582-7976 Fax

June 24, 2010  
File No. 09132  
Invoice No. 20083

East Greenwich Township  
159 Democate Road  
Mickleton, NJ 08056

Billing Period From 4/26/2010 to 5/30/2010

In Reference To: 2009 Tax Map Update  
and Conversion to Auto Cad

INVOICE

Description of Services: RE\_VALUATION OF EAST GREENWICH TWP.

Coordinate drafting of Tax Maps for state review. Review revised maps. Review final conversions by sub-consultant. Check on quality of conversion process. Review revised maps and completion schedule. Prepare tax map revisions and map overlays.

Fee for Engineering Services rendered for the following tasks and reimbursable charges to the project.

Engineering Services

	<u>Hrs/Rate</u>	<u>Amount</u>
Design Engineer	3.00 105.00/hr	315.00 ~
Draftman	47.50 83.00/hr	3,942.50 ~
Professional Engineer	3.25 125.00/hr	406.25 ~
Professional Land Surveyor	45.50 110.00/hr	5,005.00 ~
Project Manager	9.00 125.00/hr	1,125.00 ~
Senior Draftsman	27.50 88.00/hr	2,420.00 ~
Technician	42.00 75.00/hr	3,150.00 ~
<b>Total engineering services rendered</b>	<b>177.75</b>	<b>\$16,363.75</b>

Engineering

Surveying

Planning

## Selection Criteria

Slip.Billing Status Billable  
Slip.Transaction Dat 4/26/2010 - 5/30/2010  
Clie.Selection Include: 09132

Date	Employee/Activity/Description	Hours/Rate	Amount
<u>Phase/\$Exp.: 03 Project Manager</u>			
4/26/2010	M Shields Project Manager	2.00 \$125.00	\$250.00
5/12/2010	M Shields Project Manager Review and revise layers and sheets of the 54 tax maps.	2.00 \$125.00	\$250.00
5/13/2010	M Shields Project Manager Drive to Municipal building to meet with Robyn and Angie to request missing information needed to complete tax maps.(Deeds,ordinances, and site plans.	3.00 \$125.00	\$375.00
5/25/2010	M Shields Project Manager Met with Angela Haque to go over outstanding issues to prepare tax maps. Picked up site plans and brought back to the office.	1.00 \$125.00	\$125.00
5/26/2010	M Shields Project Manager Review final plat of tax maps.	1.00 \$125.00	\$125.00

Total: 03 Project Manager

9.00

\$1,125.00

Phase/\$Exp.: 04 Professional Engineer

4/26/2010	T Wilkinson Professional Engineer	0.75 \$125.00	\$93.75
4/28/2010	T Wilkinson Professional Engineer Move ahead with revisions as per Tax Assessor.	0.50 \$125.00	\$62.50
5/4/2010	T Wilkinson Professional Engineer Check on updates; pick up extra updates from assessor.	0.50 \$125.00	\$62.50
5/11/2010	T Wilkinson Professional Engineer CHECK UPDATES.	0.50 \$125.00	\$62.50
5/18/2010	T Wilkinson Professional Engineer Review and QA/QC of tax map updates and conversion.	0.50 \$125.00	\$62.50
5/24/2010	T Wilkinson Professional Engineer Finalize plans for state. Final submission to State Offices.	0.50 \$125.00	\$62.50

Engineering

Surveying

Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
Total: 04 Professional Engineer		3.25	\$406.25
<u>Phase/\$Exp.: 07 Design Engineer</u>			
4/30/2010	B Yates Design Engineer Review maps and project completion schedule.	1.00 \$105.00	\$105.00
5/7/2010	B Yates Design Engineer Review progress.	0.50 \$105.00	\$52.50
5/11/2010	B Yates Design Engineer review final revisions.	1.00 \$105.00	\$105.00
5/21/2010	B Yates Design Engineer Review completion schedule.	0.50 \$105.00	\$52.50
5/27/2010	B Yates Design Engineer	\$105.00	\$0.00
Total: 07 Design Engineer		3.00	\$315.00
<u>Phase/\$Exp.: 10 Draftman</u>			
4/26/2010	J Curry Draftman Setup and draft Taxmap updates. Setup viewports and limits of each sheet on overall plan.	3.00 \$83.00	\$249.00
5/10/2010	97 Draftman Update Municipal tax maps.	2.50 \$83.00	\$207.50
5/12/2010	J Curry Draftman Started to revise and update tax maps. Show Jared how to CAD and work on tax maps.	0.50 \$83.00	\$41.50
5/12/2010	97 Draftman Update Municipal tax maps.	7.50 \$83.00	\$622.50
5/13/2010	J Curry Draftman Started to revise and update tax maps. Worked with Jared on tax maps.	3.00 \$83.00	\$249.00
5/14/2010	J Curry Draftman Started to revise and update tax maps. Worked with Jared on tax maps.	3.00 \$83.00	\$249.00
5/17/2010	97 Draftman Update Municipal tax maps.	7.00 \$83.00	\$581.00

Engineering

Surveying

Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
5/18/2010	97 Draftman Update Municipal tax maps.	8.00 \$83.00	\$664.00
5/19/2010	97 Draftman Update Municipal tax maps.	8.00 \$83.00	\$664.00
5/24/2010	97 Draftman Update Municipal tax maps.	4.00 \$83.00	\$332.00
5/25/2010	97 Draftman Update Municipal tax maps.	1.00 \$83.00	\$83.00
Total: 10 Draftman		47.50	\$3,942.50
<u>Phase/\$Exp.: 11 Technician</u>			
5/12/2010	85 Technician Revisions of tax maps.	1.00 \$75.00	\$75.00
5/18/2010	85 Technician Tax map revisions to meet state requirements.	1.00 \$75.00	\$75.00
5/19/2010	85 Technician Tax map revisions to meet state requirements.	8.00 \$75.00	\$600.00
5/20/2010	85 Technician Tax map revisions to meet state requirements.	7.00 \$75.00	\$525.00
5/21/2010	85 Technician Tax map revisions to meet state requirements.	8.00 \$75.00	\$600.00
5/24/2010	85 Technician Tax map revisions to meet state requirements.	8.00 \$75.00	\$600.00
5/25/2010	85 Technician Tax map revisions to meet state requirements.	8.00 \$75.00	\$600.00
5/26/2010	85 Technician Tax map revisions to meet state requirements. Final plan prints and submission.	1.00 \$75.00	\$75.00
Total: 11 Technician		42.00	\$3,150.00
<u>Phase/\$Exp.: 12 Prof. Land Surveyor</u>			
5/5/2010	E Kuhn Professional Land Surveyor Speak with the Assessor about stepping up the time that the new Tax Maps are needed. Begin to revise the Maps per what information was given to me by the Assessor.	0.50 \$110.00	\$55.00
Engineering		Surveying	Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
5/6/2010	E Kuhn Professional Land Surveyor Speak with the Assessor about stepping up the time that the new Tax Maps are needed. Begin to revise the Maps per what information was given to me by the Assessor.	1.00 \$110.00	\$110.00
5/10/2010	E Kuhn Professional Land Surveyor Go through file of revision info from Assessor. Revise what I could. Called Assessor, no answer. Faxed her info I need and questions I have.	1.00 \$110.00	\$110.00
5/11/2010	E Kuhn Professional Land Surveyor Receive call & Fax from Assessor with list of Exempted Properties. Have Joan add them to the Tax Maps.	1.00 \$110.00	\$110.00
5/12/2010	E Kuhn Professional Land Surveyor Oversee creation of new Tax Maps by Joan.	3.00 \$110.00	\$330.00
5/13/2010	E Kuhn Professional Land Surveyor Oversee Jarad taking over for Joan making new Tax Maps. Revise Sheets from plans and deeds given to me by the Township.	1.00 \$110.00	\$110.00
5/14/2010	E Kuhn Professional Land Surveyor Oversee Jarad taking over for Joan making new Tax Maps. Revise Sheets from plans and deeds given to me by the Township. Consider North Street problem.	1.00 \$110.00	\$110.00
5/18/2010	E Kuhn Professional Land Surveyor	7.00 \$110.00	\$770.00
5/19/2010	E Kuhn Professional Land Surveyor Reporting to Robyn with update, and having her give me another revision before the maps go to the State. Revise Sheet 11, Block 1102, Lot 2 & 2.05.	2.00 \$110.00	\$220.00
5/20/2010	E Kuhn Professional Land Surveyor Trip to County Record Room for deed and plans for lot along North Street.	7.00 \$110.00	\$770.00
5/21/2010	E Kuhn Professional Land Surveyor Receive unreadable deeds from Assessor's Office. Trip to County Record Room for clean copies. Resolve & revise Sheet 11. Final review of individual sheet for State Submittal.	7.00 \$110.00	\$770.00
5/24/2010	E Kuhn Professional Land Surveyor Review sheets for State Submittal. Phone call to Assessor about same. Help edit some sheets.	7.00 \$110.00	\$770.00
5/25/2010	E Kuhn Professional Land Surveyor Review sheets for State Submittal. Phone call to Assessor about same. Help edit some sheets.	7.00 \$110.00	\$770.00

Engineering

Surveying

Planning

Date	Employee/Activity/Description	Hours/Rate	Amount
Total: 12 Prof. Land Surveyor		45.50	\$5,005.00
<u>Phase/Exp.: 25 Senior Draftsman</u>			
5/12/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	0.50 \$88.00	\$44.00
5/13/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	1.00 \$88.00	\$88.00
5/14/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	6.00 \$88.00	\$528.00
5/17/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	0.50 \$88.00	\$44.00
5/18/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	0.50 \$88.00	\$44.00
5/19/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	0.50 \$88.00	\$44.00
5/20/2010	E Salonish Senior Draftsman Back check tax map updates.	6.50 \$88.00	\$572.00
5/21/2010	E Salonish Senior Draftsman Back check tax map updates.	8.00 \$88.00	\$704.00
5/24/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	2.00 \$88.00	\$176.00
5/25/2010	E Salonish Senior Draftsman Coordinate drafting of tax map updates.	2.00 \$88.00	\$176.00
Total: 25 Senior Draftsman		27.50	\$2,420.00
Grand Total		177.75	\$16,363.75

Engineering

Surveying

Planning



TOWNSHIP OF EAST GREENWICH

159 DEMOCRAT ROAD  
MICKLETON, NJ 08056  
TEL (856) 423-0654 FAX (856) 224-0296

VOUCHER / PO REQUEST

NO.

Date

Revised

A-7

VENDOR NO.

V Federici & Akin, P.A.  
E 307 Greentree Road  
N  
D  
O Sewell, New Jersey 08080  
R

August 16, 2010  
S  
H File 09132  
E  
P No.  
T Invoice No. 20220  
O 320-2010

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1				
2	In Reference 2009 Tax Map Update to and Conversion to Auto Cad			
3	Services for Twp. Re-valuation			
4	§ N.J. Taxo Dept. Approvals;			
5	Attached is invoice 20220, which covers services from 5/31/2010 to 7/4/2010. This invoice, dated 8/16/2010, is for \$4501.75.			
6				
7				
8			Total Amount Due:	\$4,501.75

NOTICE TO VENDOR

SIGN AND RETURN VOUCHER FOR PAYMENT

Bills to be considered for payment must be presented to the Clerk properly signed and certified on this form on or before the first of the month.  
Note: All bills must be properly certified before payment.

This purchaser is exempt by statute from payment of all Federal, State and Municipal excise, sales or other taxes.  
Federal Tax Exempt I.D. #21-6000543

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly swear and certify under the penalties of 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 charged is a reasonable one.

Vendor Signature: *[Signature]* Date: 8/16/10 Position: Engineer Tax ID:

OFFICE USE ONLY

APPROPRIATIONS OR ACCOUNTS CHARGED	AMOUNT	OFFICER'S OR EMPLOYEE'S CERTIFICATION	DATE PAID
		I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certifications being based on signed delivery slips or other reasonable procedures.	
		DATE SIGNATURE TITLE	
		<b>PAYMENT AUTHORIZED</b>	CHECK NO.
		The above claim was approved and ordered paid at a meeting held	
		DATE SIGNATURE (CLERK)	
		<b>PAYMENT APPROVED</b>	
		DATE SIGNATURE (MAYOR)	

ORIGINAL - White

VENDOR - Yellow

DEPARTMENT - Pink



FEDERICI & AKIN, A  
CONSULTING ENGINEERS

307 Greentree Rd.  
Sewell, NJ 08080

(856) 589-1400 Phone

(856) 582-7976 Fax

August 16, 2010  
File No. 09132  
Invoice No. 20220

East Greenwich Township  
159 Democrat Road  
Mickleton, NJ 08056

Billing Period From 5/31/2010 to 7/4/2010

In Reference To: 2009 Tax Map Update  
and Conversion to Auto Cad

INVOICE

Description of Services:

REVISED INVOICE - August 16, 2010 → Modified maps for Re-valuation purposes.

Coordinate drafting of Tax Map updates. Check on State's progress with reviewing the Tax Maps. Received and filed a conformation stating the State received the plans. Plot tax maps for office review. Review final revisions. Receive plans back from the State and begin reviewing revisions. Review letter from Department of Taxation; set up department to expedite all revisions. Add new subdivisions to Tax Map. Address questions and review edits for resubmission. Finalize updated Tax Maps. Add additional information for railroad to final prints. Edit Tax Maps per State's 2nd review.

Fee for Engineering Services rendered for the following tasks and reimbursable charges to the project.

Engineering Services

	<u>Hrs/Rate</u>	<u>Amount</u>
Professional Engineer	2.00 125.00/hr	250.00
Professional Land Surveyor	38.50 110.00/hr	4,235.00
Surveyor	0.25 67.00/hr	16.75
<b>Total engineering services rendered</b>	<b>40.75</b>	<b>\$4,501.75</b>

Engineering

Surveying

Planning

**RESOLUTION AUTHORIZING ADDENDUM NO. 6 TO MASTER SERVICE AGREEMENT H-001 WITH THE STATE OF NJ REGARDING TELEPHONE SERVICES PROVIDED TO THE SUPERIOR COURT BY THE COUNTY**

**WHEREAS**, the County of Gloucester (hereinafter "County") and the State of New Jersey (hereinafter "State") previously entered into a Master Service Agreement regarding telephone services provided to the Superior Court by the County, and

**WHEREAS**, the County and the State seek to execute an addendum to said Agreement providing for compensation in the provision of telephone services to the Superior Court, for the time period July 1, 2012 through June 30, 2013; and

**WHEREAS**, the State shall compensate the County in an amount not to exceed \$145,000.00 for providing said services, which involves the actual cost, including but not limited to employee time and materials, for any service provided such as wiring, relocation, etc., and the proportional share of phone bills, Avaya software and hardware maintenance costs in connection with the court system during the time period stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute Master Service Agreement Addendum No.6 to Master Service Agreement No. H-001, and any other documents necessary to effectuate the purposes set forth herein in the provision of telephone services from July 1, 2012 to June 30, 2013, in an amount not to exceed \$145,000.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

MASTER SERVICE AGREEMENT ADDENDUM  
Addendum No. 6 to  
Master Service Agreement No. H-001

1. TERM

a. The method and amount of compensation specified herein shall cover the period from 07/01/12 to 06/30/13, *for the provision of telephone equipment and services* by the County to the State of New Jersey, Superior Courts on behalf of the New Jersey Judiciary, Administrative Office of the Courts ("AOC") and the AOC's reimbursement to the County for said services.

b. If, prior to the expiration of this Addendum, the parties are unable to negotiate pricing for the period from 07/01/13 to 06/30/14, the AOC may, in its sole discretion, determine to extend the term of this Addendum for an additional period that will not exceed thirty days. The AOC shall notify the County, in writing, of its intention to extend the term of this Addendum for the additional period. During the extension period, the County shall continue to provide the services described in the above-referenced Master Service Agreement No. H-001, and the AOC shall pay for these services in accordance with the terms of this Addendum.

2. COMPENSATION

a. All prices quoted herein shall be firm and not subject to increase during the term of this Addendum. In the event that the actual costs incurred by the County during the period of this Addendum are less than the costs reflected in the compensation set forth below, the County shall reduce compensation due the AOC by the dollar amount of the actual cost reduction.

b. As provided in Section 1 of the above referenced Master Service Agreement, the compensation to be paid by the AOC to the County shall be as follows:

- Provide labor and materials needed to maintain connectivity for the States Voice and Data networks. This service includes but is not limited to installing, repairing and troubleshooting problems for the data wiring and voice wiring to the desktop including the phone terminal at a fixed rate of \$7,337.88 per month.
- Proportional share of Verizon phone lines and usage for shared building.
- Avaya software & hardware maintenance cost shared by County and State.
- Not to exceed \$145,000.00.

3. MODIFICATIONS TO THE MASTER SERVICE AGREEMENT

a. The terms and conditions of the above referenced Master Service Agreement remain unchanged and in full force and effect, except as expressly modified below:

Master Agreement No. H-001  
Addendum No. 6  
County of Gloucester

Page 2 of 2

In Witness Whereof, the parties have caused this Master Service Agreement Addendum to be executed by their duly authorized representatives.

State of New Jersey  
Vicinage of Cumberland, Gloucester & Salem Counties

County of Gloucester

By: \_\_\_\_\_  
Assignment Judge

By: \_\_\_\_\_  
Robert Damming  
Freeholder Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of New Jersey  
Administrative Office of the Courts

By: \_\_\_\_\_  
Shelley R. Webster, Director  
Office of Management and Administrative Services

Date: \_\_\_\_\_

B1

**RESOLUTION RESCINDING AUTHORIZATION TO SELL THE COUNTY  
PROPERTY KNOWN AND DESIGNATED AS TAX BLOCK 58, LOT 8, IN THE CITY  
OF WOODBURY**

**WHEREAS**, the County of Gloucester (hereinafter the "County") is authorized to sell real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq; and

**WHEREAS**, the County is the owner of the following property: Tax Block 58, Lot 8 in the City of Woodbury (hereinafter the "Property"); and

**WHEREAS**, the Freeholder Board previously authorized the sale of the Property, along with three (3) other County properties by and through Resolution adopted on June 6, 2012; and

**WHEREAS**, the County has determined that it does now need the Property on a short term basis for its own use for County archives and storage of files, furniture and other such goods and materials owned and maintained by the County; and

**WHEREAS**, the County's need to continue to utilize the Property for storage is anticipated to be a short term use, as the County's Buildings and Grounds Department is in the process of readying other County buildings to serve the storage needs of the County; and

**WHEREAS**, the Property is then needed by the County for a public purpose or use, but such purpose and use is anticipated to be short term; so that the County should be able to reconsider offering the Property for sale again in the near future; and

**WHEREAS**, the County desires now to have the prior authorization to sell the Property rescinded, so that the Property will no longer be part of the auction and sale process with the other three (3) properties previously authorized to be sold by the County; and

**WHEREAS**, it is in the best interest of the County that the Property remain with the County for use as a storage facility for the short term, until other County Properties are ready to serve the long term storage needs of the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Chosen Freeholders of the County of Gloucester (hereinafter the "Board"), as follows:

1. That the authorization previously given by the Board to sell the Property in the Resolution adopted by the Board at a meeting on June 6, 2012 be, and the same hereby is, rescinded.
2. That the Property shall no longer be offered for sale, auctioned and sold under and pursuant to N.J.S.A. 40A:12-1, et seq, the Local Lands and Buildings Law, as previously authorized by the Board, so that the Property shall remain as property of the County.
3. The Property shall continue its use by the County for archives and storage of files, furniture, and other goods and materials of the County, and ownership of the Property shall then remain with the County until the Board may act again to authorize sale.
4. Any resolutions, ordinances, or portions thereof, which are inconsistent with this Resolution shall hereby repealed to the extent to any such inconsistency.

**ADOPTED** a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held at Woodbury, New Jersey on July 11, 2012.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**ROBERT M. DAMMINGER, DIRECTOR**

**RESOLUTION EXTENDING THE CONTRACT WITH THE HESS CORPORATION FOR ELECTRICITY AT THE JUSTICE COMPLEX IN AN AMOUNT NOT TO EXCEED \$600,000.00 THROUGH JUNE 2013 CONSISTENT WITH THE MASTER CONTRACT FOR THE SOUTH JERSEY POWER COOPERATIVE SYSTEMS FOR PRIMARY ACCOUNTS**

**WHEREAS**, the South Jersey Power Cooperative, consisting of nine South Jersey public bodies, entered into a contract with the Hess Corporation to supply electrical service and Gloucester County being a participant in the Cooperative is included in said contract; and

**WHEREAS**, Camden County, on behalf of the South Jersey Power Cooperative, extended the contract through June 2013; and

**WHEREAS**, the Gloucester County Purchasing Director has recommended that the County extend its contract consistent with the South Jersey Power Cooperative through June 2013; and

**WHEREAS**, this contract extension shall be for estimated services, with a minimum of Zero and a maximum contract amount of \$600,000.00. This extension is therefore open ended, which does not obligate the County of Gloucester to make any purchase and therefore no Certificate of Availability of Funds is required at this time; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester do hereby authorize the extension of the contract with the Hess Corporation through June 2013 to provide electricity for the Justice Complex with a new maximum contract amount of \$600,000.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**RESOLUTION EXTENDING THE CONTRACT WITH THE HESS CORPORATION FOR ELECTRICITY IN AN AMOUNT NOT TO EXCEED \$700,000.00, WITH THE PSE&G SERVICE THROUGH OCTOBER 2012 AND THE ATLANTIC CITY ELECTRIC SERVICE THROUGH JUNE 2013 CONSISTENT WITH THE MASTER CONTRACT FOR THE SOUTH JERSEY POWER COOPERATIVE FOR SECONDARY ACCOUNTS**

**WHEREAS**, the South Jersey Power Cooperative, consisting of nine public bodies, entered into a contract with the Hess Corporation to supply electric service and Gloucester County being a participant in the Cooperative is included in said contract; and

**WHEREAS**, Camden County, on behalf of the South Jersey Power Cooperative, extended their contract for PSE&G service accounts through October 2012 and Atlantic City Electric service accounts through June 2013; and

**WHEREAS**, the Gloucester County Purchasing Director has recommended that the County extend its contract consistent with the extension obtained by the South Jersey Power Cooperative; and

**WHEREAS**, this contract extension shall be for estimated services, with a minimum amount of Zero and a maximum contract amount of \$700,000.00. This extension is therefore open ended, which does not obligate the County of Gloucester to make any purchase and therefore no Certificate of Availability of Funds is required at this time; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester do hereby authorize an extension of the contract with the Hess Corporation for PSE&G service accounts through October 2012 and Atlantic City Electric service accounts through June for a maximum contract amount of \$700,000.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B4

**RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 24, LOT 5, IN HARRISON TOWNSHIP FROM LAMBS ROAD ASSOCIATES LIMITED LIABILITY COMPANY FOR THE TOTAL AMOUNT OF \$1.00**

**WHEREAS**, a part of certain lands and premises being known as Block 24, Lot 5, on the Harrison Township Tax Map (hereinafter the "Property") owned by Lambs Road Associates Limited Liability Company (hereinafter "Lambs Road"), may be needed by the County of Gloucester (hereinafter the "County") for future road improvement projects along County Route 635; and

**WHEREAS**, the owner of the Property, Lambs Road, has indicated a willingness to give a Road Easement in, over and across a portion of the Property to the County for future road improvements along County Route 635; and

**WHEREAS**, the County has determined that a fair price to pay Lambs Road for the said Road Easement is \$1.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County be, and is, hereby authorized to acquire a Road Easement in, over and across a part of the Property owned by Lambs Road for future road improvement projects along County Route 635, and to pay therefore, the total amount of One DOLLAR AND ZERO CENTS (\$1.00); and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized to take all actions, and sign all documents, necessary or required in order to complete the acquisition of the said Road Easement.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

B4

\*60 2012 00024565\*



PREPARED BY:

*[Signature]*  
**Leon D. Dembo, Esquire**

**Block 24, Lot 5  
CR 635**

**ROAD EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

**Lambs Road Associates Limited Liability Company, a New Jersey Limited Liability Company,**

Whose address is: **41 South Haddon Avenue, Suite 1  
Haddonfield, NJ 08033**

**hereinafter called "Grantor",**

is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of TEN DOLLARS and ZERO CENTS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, whose mailing address is 1 North Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), it's successors, successors in title, assigns and designees, a perpetual easement across the lands described in Exhibit "A" for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, it's successors, successors in title, assigns and designees, and shall inure to the benefit of the County, it's successors, successors in title and assigns and designees. Said easement being in the Township of Harrison, County of Gloucester, State of New Jersey, and more particularly described as follows:

**LEGAL DESCRIPTION  
Attached hereto as Exhibit "A"**

**CONTAINING** 4,803 square feet or 0.110 acres of land, more or less.

**BEING** part of Lot 5, Block 24, Plate \_\_\_ on the current Tax Map of the Township of Harrison.

**BEING THE SAME LAND AND PREMISES** conveyed to Lambs Road Associates Limited Liability Company, a New Jersey Limited Liability Company by Deed from Michael J. Procacci, Jr. dated October 29, 2010 and recorded on November 4, 2010 in the Gloucester County Clerk's Office in Deed Book 4821 at Page 224 &c.

**TOGETHER WITH** the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

80

*MT*

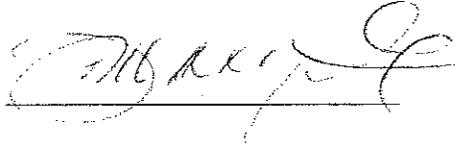
CHARGE, RECORD & RETURN TO:  
TITLE AMERICA AGENCY CORP.  
185 W. WHITE HORSE PIKE  
BERLIN, NJ 08009  
AGENT FILE NO. ACCOMMODATION/RA

Book: 00024565  
James N. Hoseney  
Recorder  
Haddonfield, NJ 08033  
Recording Fee: \$0.00  
Date: 11/19/2010  
Page: 142

**In Witness Whereof**, the Grantor(s) hereunto sets his/her hand and seal on this \_\_\_\_\_ day of June, 2012. If the Grantor is a corporation, the proper corporate officer has signed herein, and has caused its proper corporate seal to be affixed.

Witness:

LAMBS ROAD ASSOCIATES  
LIMITED LIABILITY COMPANY

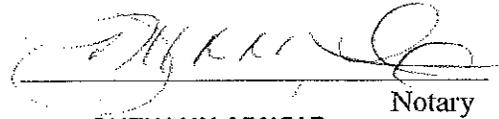


By: 

DAVID N. RAGONE, MEMBER

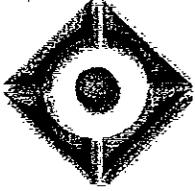
STATE OF NEW JERSEY  
COUNTY OF CAMDEN :SS

BE IT REMEMBERED, that on this 19 day of JUNE, 2012, personally came before me, the Grantor, LAMBS ROAD ASSOCIATES by DAVID N. RAGONE who is the MEMBER of the GRANTOR; and I am satisfied that he/she is the person who signed the within instrument, he/she is authorized to sign the instrument, and he/she acknowledged that he/she signed, sealed and delivered the same as the voluntary act and deed of the corporation.



Notary

**RUTHANN ARNOLD**  
Notary Public of New Jersey  
My Commission expires: December 15, 2016



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

35 Technology Drive  
Warren NJ, 07059  
Tel. 908.668.0099  
Fax. 908.668.9595  
www.cpasurvey.com

OCTOBER 15, 2010  
C05069

METES & BOUNDS DESCRIPTION  
PROPOSED ROAD EASEMENT  
PART OF BLOCK 24, LOT 5  
TOWNSHIP OF HARRISON  
GLOUCESTER COUNTY, STATE OF NEW JERSEY

BEGINNING AT THE END OF COURSE #6 IN THE SOUTHEASTERLY EASEMENT LINE OF LAMBS ROAD (A.K.A. RICHMOND-PITMAN ROAD, A.K.A. COUNTY ROUTE 635) AS SET FORTH IN DEED BOOK 4596, PAGE 172 (A COURSE BEARING, NORTH 85 DEGREES - 57 MINUTES - 32 SECONDS WEST, A DISTANCE OF 93.82 FEET). SAID POINT ALSO BEING THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF LAMBS ROAD WITH THE SOUTHWESTERLY LINE OF A PROPOSED JUGHANDLE, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG SAID SOUTHWESTERLY LINE OF A PROPOSED JUGHANDLE, SOUTH 85 DEGREES - 57 MINUTES - 32 SECONDS EAST, A DISTANCE OF 11.10 FEET TO A POINT, THENCE; THE FOLLOWING TWO (2) COURSES THROUGH THE BOUNDS OF LOT 5, BLOCK 24:
2. SOUTH 44 DEGREES - 43 MINUTES - 16 SECONDS WEST, A DISTANCE OF 243.70 FEET TO A POINT OF CURVATURE, THENCE;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 529.08 FEET, AN ARC LENGTH OF 141.40 FEET, A CENTRAL ANGLE OF 15 DEGREES - 18 MINUTES - 45 SECONDS, BEARING A CHORD OF SOUTH 38 DEGREES - 23 MINUTES - 58 SECONDS WEST, A CHORD DISTANCE OF 140.98 FEET TO A POINT OF NON-TANGENCY ON THE AFOREMENTIONED SOUTHEASTERLY EASEMENT LINE OF LAMBS ROAD, THENCE; ALONG THE SAME, THE FOLLOWING THREE (3) COURSES:
4. NORTH 28 DEGREES - 14 MINUTES - 00 SECONDS EAST, A DISTANCE OF 38.73 FEET TO A POINT OF CURVATURE, THENCE;
5. ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 214.27 FEET, A CENTRAL ANGLE OF 20 DEGREES - 48 MINUTES - 28 SECONDS, BEARING A CHORD OF NORTH 38 DEGREES - 38 MINUTES - 14 SECONDS EAST, A CHORD DISTANCE OF 213.09 FEET TO A POINT OF TANGENCY, THENCE;
6. NORTH 49 DEGREES - 02 MINUTES - 28 SECONDS EAST, A DISTANCE OF 127.93 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 4,803 SQUARE FEET OR 0.110 ACRE

Professional Land Surveying and Consulting Services



THIS PROPERTY MAY BE SUBJECT TO ANY RESTRICTIONS, COVENANTS, AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED, "PERPETUAL EASEMENT SKETCH, 631 MULICA HILL ROAD, LOT 5, BLOCK 24, TOWNSHIP OF HARRISON, GLOUCESTER COUNTY, STATE OF NEW JERSEY", PREPARED BY CONTROL POINT ASSOCIATES, INC. DATED OCTOBER 29, 2008.

THIS DESCRIPTION IS ALSO PREPARED WITH REFERENCE TO A MAP ENTITLED, "SITE PLAN, PROPOSED WAWA FOOD MARKET AND GASOLINE FILLING STATION WAWA EASEMENT SKETCH - 6 LANE", PREPARED BY BOHLER ENGINEERING, P.C. DATED JULY 14, 2010.

CONTROL POINT ASSOCIATES, INC.

  
JOHN H. LYNCH                      10/15/10  
STATE OF NEW JERSEY              DATE  
PROFESSIONAL LAND SURVEYOR #35381

JPL; KC\p:\survey\2005\C05069\M&B\M&B-Proposed R.O.N. Dedication Area-Part of Lot 5, Block 24.doc  
PREPARED BY:   
REVIEWED BY: 

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ROAD EASEMENT

Dated: June 19, 2012

LAMB ROAD ASSOCIATES LIMITED LIABILITY COMPANY

to

County of Gloucester.

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**Record and Return to:**

B5

**RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 194.13, LOT 6.01, IN WASHINGTON TOWNSHIP FROM EDUARDO & LISA PAGAN FOR THE TOTAL AMOUNT OF \$32,300.00 FOR ENGINEERING PROJECT #06-01FA**

**WHEREAS**, a part of certain lands and premises located at 350 Egg Harbor Road, Sewell, NJ 08080, being known as Block 194.13, Lot 6.01, on the Washington Township Tax Map, and owned by Eduardo and Lisa Pagan (hereinafter the "Property"), is needed by the County of Gloucester (hereinafter the "County") for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the "Project"); and

**WHEREAS**, the County Engineer has determined that a Road Easement in, over and across a portion of the Property is needed in order to undertake the Project; and

**WHEREAS**, the County has determined that a fair price to pay for the said Road Easement is \$32,300.00; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the said Road Easement in the amount of \$32,300.00, pursuant to C.A.F. #12-05557, which amount shall be charged against County budget line item C-04-09-013-165-13204.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County be, and is, hereby authorized to acquire a Road Easement in, over and across a part of the Property owned by Eduardo and Lisa Pagan, as needed for the Project, and to pay therefore, the total amount of THIRTY-TWO THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$32,300.00); and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized to take all actions, and sign all documents, necessary or required in order to complete the acquisition of the said Road Easement.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**