

MINUTES

7:30 p.m. Wednesday, September 19, 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 September 5, 2012.

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

Comments: N/A

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

46949 RESOLUTION AUTHORIZING THE EXECUTION OF AN OFF-CAMPUS FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM JULY 1, 2012 TO JUNE 30, 2013.

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

Comments: N/A

46950 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF SEPTEMBER 2012.

| | Motion | Second | Yes | No | Abstain |
|------------|--------|--------|-----|----------|----------------------------------|
| Nestore | | | X | 12-07800 | 12-07305 12-06972 12-07374 |
| Wallace | | | X | | |
| Chila | X | | X | | |
| Simmons | | X | X | | 12-00822 12-00825 12-07677 |
| Barnes | | | X | | 12-07665 12-07679 10-12275 |
| Taliaferro | | | X | | |
| Damminger | | | X | | |

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

46951 RESOLUTION AUTHORIZING THE APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMENDED AMOUNT OF \$50,000.00.

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

Comments: N/A

46952 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: VILLAGES AT WHISKY MILL, BLOCK 401, 402, LOTS 24, 1, EAST GREENWICH TOWNSHIP, GLOUCESTER COUNTY, GLOUCESTER COUNTY UTILITIES AUTHORITY WASTEWATER MANAGEMENT PLAN (WMP), PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN (WQMP).

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

Comments: N/A

46953 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR CO., INC., FOR THE REPAIR AND REPLACEMENT OF EXISTING AND INSTALLATION OF NEW OVERHEAD DOORS IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR A ONE YEAR TERM WITH THE COUNTY RESERVING EXTENSION OPTIONS.

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

Comments: N/A

46954 RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$38,039.97 REGARDING ENGINEERING PROJECT #09-06FA.

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

Comments: N/A

46955 RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$9,940.00, 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: N/A

46956 RESOLUTION AUTHORIZING A UTILITY EASEMENT AGREEMENT WITH ATLANTIC CITY ELECTRIC COMPANY FOR A UTILITY EASEMENT ACROSS THE COUNTY OWNED PROPERTY KNOWN AS BLOCK 254.01, LOT 34.03, 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

46957 RESOLUTION AUTHORIZING A CHANGE ORDER INCREASE #02 WITH SOUTH STATE, INC. IN THE AMOUNT OF \$5,000.80 REGARDING 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

46958 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT ACROSS A PART OF THE REAL PROPERTY OF CALEB CARTER KNOWN AS BLOCK 54.01, LOT 1, IN WASHINGTON TOWNSHIP FOR ENGINEERING PROJECT #06-01FA FOR THE AMOUNT OF \$9,600.00, AND THE DISMISSAL OF THE CONDEMNATION ACTION FILED REGARDING THE SAID ACQUISITION.

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

Comments: N/A

46959 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT ACROSS A PART OF THE REAL PROPERTY OF REGINA M. PAKRADOONI KNOWN AS BLOCK 194.30, LOT 3, IN WASHINGTON TOWNSHIP FOR ENGINEERING PROJECT #06-01FA FOR THE AMOUNT OF \$10,600.00, AND THE DISMISSAL OF THE CONDEMNATION ACTION FILED REGARDING THE SAID ACQUISITION.

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

Comments: N/A

46960 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO FEDERICI & AKIN, P.A., PER RFP-12-037, IN AN AMOUNT NOT TO EXCEED \$90,000.00 FROM SEPTEMBER 19, 2012 TO SEPTEMBER 18, 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

46961 RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO OCEANPORT, LLC FOR THE SUPPLY AND DELIVERY OF ROCK SALT FOR AN AMOUNT NOT TO EXCEED \$1,000,000.00 FROM NOVEMBER 1, 2012 TO OCTOBER 31, 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

DEPARTMENT OF HEALTH & EDUCATION

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

46962 RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FY2010 EMERGENCY MANAGEMENT AGENCY ASSISTANCE-ACCESS AND FUNCTIONAL NEEDS PROGRAM GRANT IN THE AMOUNT OF \$23,000.00 WITH AN IN-KIND MATCH OF \$23,000.00, FOR A TOTAL AMOUNT OF \$46,000.00, FROM OCTOBER 1, 2009 TO AUGUST 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

DEPARTMENT OF SOCIAL & HUMAN SERVICES

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

DEPARTMENT OF GOVERNMENT SERVICES

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

46963 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH THE RODGERS GROUP, LLC, TO PROVIDE CONSULTING SERVICES TO THE PROSECUTOR'S OFFICE, FOR NO ADDITIONAL MONIES, FROM OCTOBER 1, 2012 TO MARCH 31, 2013.

| | 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**

46964 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 FRED CAVALLARO, JR., LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 801, LOTS 56 AND 58, CONSISTING OF 61.473 ACRES, FOR THE AMOUNT OF \$614,730.00 (CERTIFIED AT \$10,000.00 PER ACRE).

| | 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: Phil Franchi of Washington Twp. spoke about a problem he is having with weeds as a result of roadwork. He would like a guard rail removed. Also is concerned about the lack of sidewalks near his home. Director Damminger said the guard rail will not be removed however, the weeds will be removed. Mr. Franchi also had questions about the golf course.

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 7:55 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

P 1

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING THE SOUTHWEST COUNCIL AND THE GLOUCESTER COUNTY REGIONAL COALITION

WHEREAS, The Gloucester County Board of Chosen Freeholders would like to recognize The Southwest Council and the Gloucester County Regional Coalition for their substance abuse prevention efforts within our communities, schools, businesses and professional organizations as well as assisting families and individuals by offering prevention services and referrals; and

WHEREAS, The Southwest Council is a private, non-profit health agency founded in 1991 with a mission to reduce the incidences and prevalence of the illegal use, misuse and abuse of drugs, alcohol and tobacco; and

WHEREAS, The Southwest Council and The Gloucester County Regional Coalition have held the following activities and initiatives within the County of Gloucester:

- Completed 140 key informant interviews which provided valuable information on substance abuse
- Held a two week free leadership camp for Salem, Gloucester and Cumberland County youth – Camp YEY
- Collaborate with community partners and community leaders by attending network meetings
- Completed a Prevention Strategic Plan which will address underage drinking, prescription drug abuse, current trends and illegal substances across the lifespan in Gloucester County.
- Held evidence-based prevention programs on substance abuse designed for youth in Gloucester County
- Collaborated with the Gloucester County Prosecutor's Offices Junior Police Academy by facilitating programs on preventing the use of substance abuse
- Collaborated with Clayton Place to instruct students on the abuse of underage drinking and binge drinking.
- Organized and facilitated the Sticker Shock Campaigns (an initiative to prevent underage drinking)
- Held Town Hall meetings on the dangers, health risks and consequences surrounding prescription drug abuse.
- Arranged and organized the Gloucester County Regional Substance Abuse Prevention Coalition Kick-off Forum/Brunch for community members. This event included keynote speakers from the Gloucester County Prosecutor's Office and spoken words from individuals in recovery from substance abuse.
- Held a free 16-hour intensive training on the Strategic Prevention Framework for County government works, County Municipal Alliance Coordinators, Community Coalition members, Community Agencies and non-profits providing mental health and substance abuse services. This workshop also included 14 CEU's.
- The Southwest Council is a strong advocate of the 2012 Recovery Walk National Movement and has been selected as a meeting location to provide transportation to and from the 2012 Recovery Walk on September 22, 2012.

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 honor and recognize The Southwest Council and The Gloucester County Regional Coalition for their efforts and dedication in reducing substance abuse.

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 3rd day of October 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
Woodbury Boys Junior Baseball All Stars
New Jersey District 15 Little League Junior Division 2012 District Champions

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and congratulate the **Woodbury Boys Junior All Stars**, who are part of the New Jersey District 15 Little League representing the best players of the Woodbury Program; and

WHEREAS, the **Woodbury Boys Junior Baseball All Stars** distinguished themselves by winning the New Jersey District 15, "2012 Championship Title" on July 13, 2012; and

WHEREAS, their road to Victory was challenging and included wins against Swedesboro-Woolwich twice, Glassboro, Gibbstown, Deptford, West Deptford, and finally two big wins over the same Gibbstown team 14-4 and 15-5; and

WHEREAS, the winners of the District 15 New Jersey Little League Junior Baseball 2012 District Championship crown are: **Cameron Berger, Brandon Buckley, Greg Carey, Christian Hibbard, Hamilton Hock, Lee Norton, Chris Roan, Brandon Savage, Branson Shute, Tommy Weber** and **Trey Wilson**; and

WHEREAS, under the capable guidance of Head Coach **Chris Seykot** and Assistant Coaches **Wayne Buckley, Tim Roan, Tim Norton** and **Rick Hock**, these exceptional athletes have demonstrated the finest qualities of true champions; 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 honor and congratulate the **Woodbury Boys Junior Baseball All Stars** on their outstanding athletic achievement in winning the New Jersey District 15 Little League Junior Baseball 2012 Championship.

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 3rd day of October, 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

Honoring
Woodbury Girls Senior Softball All Stars
New Jersey District 15 Little League Senior 2012 Division District Champions

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and congratulate the **Woodbury Senior All Stars**, who are part of the New Jersey District 15 Little League representing the best players of the Woodbury Program; and

WHEREAS, the **Woodbury Senior Softball All Stars** distinguished themselves by winning the New Jersey District 15, "2012 Championship Title" on July 16, 2012. Their road to Victory included two wins against the reigning champion, Pitman; and

WHEREAS, the winners of the District 15 New Jersey Little League Senior Softball 2012 District Championship crown are: **Lisa Atkinson, Zeanna Brackett, Marissa Cappello, Patience Coulter, Emily Hilt, Sara Hilt, Alex Lypka, Sarah Novalsky, Brianna Pigford, Sydney Ponto, Summer Sklivas, Sierra Thomas**, and;

WHEREAS, under the capable guidance of Head Coach **Bill Coulter** and Assistant Coaches **Pat Thomas and Pamela Cappello**, these exceptional athletes have demonstrated the finest qualities of true champions; and

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 the **Woodbury Girls Senior Softball All Stars on their outstanding athletic achievement in winning the New Jersey District 15 Little League Senior Division Baseball 2012 Championship.**

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 3rd day of October, 2012.

Robert M. Damminger
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

**PROCLAIMING SEPTEMBER AS
NATIONAL OVARIAN CANCER AWARENESS MONTH 2012**

WHEREAS, September is declared National Ovarian Cancer Awareness Month in commitment to raising awareness about ovarian cancer, and to advancing screening and treatment capabilities for the thousands of American women who will be diagnosed this year; and

WHEREAS, Ovarian Cancer continues to have one of the highest mortality rates of any cancer, and it is a leading cause of cancer deaths among women in the United States with estimates that this year 22,280 women will be diagnosed with ovarian cancer, with 15,500 deaths; and

WHEREAS, Ovarian Cancer touches women of all backgrounds and ages and it is crucial that women know how to recognize the warning signs of gynecological cancers and can detect the disease as early as possible and for women to learn about risk factors, including family history, and to discuss possible symptoms, including abdominal pain, with their health care provider; and

WHEREAS, Turn the Town Teal is a partnership campaign to educate people about Ovarian Cancer, in conjunction with research of new ways to detect ovarian cancer, clinical trials for new combinations of therapy and a commitment to continuing the support of ovarian cancer prevention and treatment research and stresses the importance of early detection, spreads the word about the comprehensive ovarian care services available in communities and empowers women to take charge of their health and "SAVES LIVES"; 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 proclaim SEPTEMBER as NATIONAL OVARIAN CANCER AWARENESS MONTH, 2012.

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 3rd day of October, 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

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT
OF THE WORKERS' COMPENSATION CLAIMS OF PETITIONER,
THOMAS WHITAKER v. GLOUCESTER COUNTY, C.P. NO. 2009-26840**

WHEREAS, the Petitioner, Thomas Whitaker, has filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

WHEREAS, the parties through Legal Counsel have reached a proposed resolution of the matters, said proposal having been received by the Court for reasonableness.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that disposition of the claims filed by the herein mentioned Petitioner is hereby authorized as follows:

| <u>Claimant</u> | <u>Petition No(s).</u> | <u>Award Amt.</u> | <u>Event</u> |
|-----------------|------------------------|-------------------|--------------------|
| Thomas Whitaker | 2009-26840 | \$48,000.00 | Arrest Altercation |

BE IT FURTHER RESOLVED that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth hereinabove.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 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 **\$50,000.00**, which item is now available as a revenue from the United States Department of Agriculture Housing Preservation Program, to be appropriated under the caption of the United States Department of Agriculture Housing Preservation Program - *Other Expenses*;
- (2) The sum of **\$705,200.00**, which item is now available as a revenue from the New Jersey Department of Health Women, Infants and Children (WIC), to be appropriated under the caption of the New Jersey Department of Health Women, Infants and Children (WIC) - *Other Expenses*;
- (3) The sum of **\$12,575.00**, which item is now available as a revenue from the United State Department of Justice Edward Byrne Memorial Justice Assistance Grant Program, to be appropriated under the caption of the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant Program - *Other Expenses*;
- (4) The sum of **\$48,764.00**, which item is now available as a revenue from the New Jersey Department of Human Services Transportation Block Grant TANF, to be appropriated under the caption of the New Jersey Department of Human Services Transportation Block Grant TANF - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER; TOLERANCE PROJECT DONATIONS, PURSUANT TO N.J.S.A. 40A:10-1 et seq

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by the County of Gloucester when the revenue is not subject to reasonable accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:10-1 et seq. allows the County of Gloucester to receive amounts for cost incurred for Tolerance Project Donations and,

WHEREAS, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey as Follows:

- (1) That the governing body of the County of Gloucester hereby requests permission of the Director of the Division of Local Government Services to pay expenditures for Tolerance Project Donations as per N.J.S.A. 40A:4-39.
- (2) That the Clerk of the Board of Chosen Freeholders of the County of Gloucester is hereby directed to forward two (2) certified copies of this resolution to the Director of the Division of Local Government Services upon adoption.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A4

RESOLUTION AUTHORIZING AN AMENDMENT TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$28,720.00 WITH THE MERCURY CONSULTING GROUP, LLC (MCG,LLC) TO PROVIDE ADDITIONAL NETWORK CONSULTING SERVICES RESULTING IN A NEW CONTRACT MAXIMUM AMOUNT OF \$78,720.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 9, 2011 authorizing the execution of a contract between the County of Gloucester and MCG, LLC with offices at P.O. Box 1237, Williamstown, NJ 08094 for the provision of network consulting services; and

WHEREAS, the total amount of the original contract from November 9, 2011 through November 8, 2012 was in an amount not to exceed \$50,000.00; and

WHEREAS, additional services are needed for network consulting due to amended engineer design and installation of the disaster recovery site. This increase reflects costs for the ongoing project to build the County's disaster recovery site in Mt. Royal, NJ. The project includes all secured networks, wireless and radio communications as well as microwave transmission of data; and

WHEREAS, the amendment shall be for services providing including monthly network consulting fees for an amount not to exceed \$28,720.00. The contract is therefore open ended and 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 original contract that are not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute an amendment to the contract between the County of Gloucester and MCG, LLC to increase the contract by an amount not to exceed \$28,720.00 for a total maximum contract amount of \$78,720.00; and

BE IT FURTHER RESOLVED before any purchase 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; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

AH

**AMENDMENT TO CONTRACT BETWEEN
MERCURY CONSULTING GROUP, LLC (MCG, LLC) AND
THE COUNTY OF GLOUCESTER**

THIS is an amendment made effective on the 3rd day of **October, 2012** to an agreement entered into on the November 9, 2011 by and between the **Mercury Consulting Group, LLC (MCG, LLC)** with offices at P.O. Box 1237, Williamstown, NJ 08094, hereinafter referred to as **“Contractor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

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

The MCG, LLC Contract is being amended due to engineer design and installation of the Disaster Recovery site. This increase reflects costs for the ongoing project to build the Disaster Recovery site in Mt. Royal, NJ for 911. The project included all secured networks, wireless and radio communications as well as microwave transmission of data.

The Agreement is amended to increase the contract by an amount not to exceed \$28,720.00 which results in a new maximum contract amount of \$78,720.00.

Before any purchase 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.

All other terms and provisions of the contract that are consistent with this Amendment shall remain in full force and effect.

THIS Amendment is effective as of the 3rd day of **October, 2012.**

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MCG, LLC

(Please Print Name)

BASIS OF AWARD
(To be completed by County evaluation committee)

**RFP – 011-049 - Maintenance & Design of Network Assets (NCIC) –
Mercury Consulting Group**

| EVALUATION FACTORS | SCORE |
|---|--------------|
| <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p> | |
| <p>A. Proposal contains all required checklist information <u> 5 </u> points All required information submitted</p> | 5 |
| <p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Personnel exceed qualifications for required work. <u> 25 </u> points</p> | 24 |
| <p>C. <u>Relevance and Extent of Similar Engagements performed</u> Our current provider as well as providing similar tasks for other Counties and other Municipal entities. <u> 25 </u> points</p> | 24 |
| <p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan thoroughly demonstrates specific knowledge for required work in the RFP. <u> 25 </u> points</p> | 24 |
| <p>E. Reasonableness of Cost Proposal 136.00 for level II consulting service 185.00 for level III consulting service 225.00 for hours outside of business hours <u> 20 </u> points</p> | 15 |
| TOTALS | 92 |

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE PURCHASE OF THE REAL PROPERTY OWNED BY THE COUNTY LOCATED AT 608 AND 610 MULLICA HILL ROAD, IN HARRISON TOWNSHIP, AND KNOWN AS LOTS 2 AND 3, BLOCK 22, ON THE TOWNSHIP OF HARRISON'S OFFICIAL TAX MAP

WHEREAS, the County of Gloucester (hereinafter the "County") is authorized to sell surplus real property under and pursuant to the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq.(hereinafter the "Local Lands Law"); and

WHEREAS, consistent with the terms and provisions of the Local Lands Law, the County previously determined that the real property located at 608 and 610 Mullica Hill Road in the Township of Harrison (hereinafter the "Township"), and known as Lots 2 and 3, Block 22 on the Township's Official Tax Map (hereinafter collectively the "Property"), is surplus property, and authorized its sale by Resolution dated February 15, 2012; and

WHEREAS, proceeding consistent with the terms and provisions of the Local Lands Law, the County exposed the Property to sale by auction on September 12, 2012; and

WHEREAS, Mohammed Joarder (hereinafter "Joarder") submitted at the said auction for the Property, as a combined single unit, with the reservation of a road easement in the Property to the County, the high bid of \$205,000.00, and that said bid is acceptable to the County.

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

1. The bid of Joarder in the amount of \$205,000.00 for the purchase of the Property with the reservation of a road easement in same by the County is hereby accepted by the County; and,
2. This acceptance is conditioned upon Joarder executing an appropriate Agreement of Sale consistent with the terms established by the County in connection with the auction sale, and consistent with the Local Lands Law; and,
3. County Counsel, and the appropriate County personnel, are hereby authorized to work with Joarder to obtain and execute an Agreement of Sale for the Property, and to complete the transfer of title to the Property to Joarder, and to complete the recording of road easement in, over and across the Property in favor of the County; and,
4. The Freeholder Director, and the Clerk of the Board, are hereby authorized to execute an appropriate Agreement of Sale, Deed, and such other documents as may be necessary, in order to complete the sale transaction; and
5. The County Administrator, County Counsel, and any Assistant County Counsel, are hereby authorized to execute such documents at any closing as may be necessary to effectuate the purposes of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

ALL

RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE BOROUGH OF WESTVILLE IN THE AMOUNT OF \$13,313.82 AND THE BOROUGH OF WOODBURY HEIGHTS IN THE AMOUNT OF \$8,637.01 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 Borough of Westville and Borough of Woodbury Heights 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. 54:1-90(b)(2) specifically provides that the County Tax Assessor may waive the revaluation requirement for Borough of Westville and Borough of Woodbury Heights upon his/her finding that the Borough of Westville and Borough of Woodbury Heights itself implemented certain aspects of the revaluation. Pursuant to N.J.S.A. 54:1-90(c), the Borough of Westville and Borough of Woodbury Heights are entitled to reimbursement for certain costs associated with the revaluation; and

WHEREAS, the Borough of Westville and Borough of Woodbury Heights to whom reimbursement will be paid has certified the actual cost incurred by the Borough of Westville and Borough of Woodbury Heights for the revaluation by the Borough; and

WHEREAS, the amount of reimbursement for the Borough of Westville is \$13,313.82 and the Borough of Woodbury Heights is \$8,637.01.

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 Borough of Westville in the amount of \$13,313.82 and the Borough of Woodbury Heights in the amount of \$8,637.01.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 3, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

AL6



GLOUCESTER COUNTY
OFFICE OF ASSESSMENT

September 5, 2012

FREEHOLDER DIRECTOR
Robert M. Damminger

Mr. Gerald White
Deputy County Administrator
2 North Broad Street
Woodbury, NJ 08096



RE: Tax Map Reimbursement
Borough of Woodbury Heights

Dear Jerry:

I have reviewed the invoices provided by Vikki Holmstrom, Chief Financial Officer for the Borough of Woodbury Heights in the amount of \$8,637.01 for tax map reimbursement. Upon review, \$8,637.01 is directly related to tax map revaluation work. I recommend reimbursement to the Borough of Woodbury Heights in the amount of \$8,637.01.

COUNTY ASSESSOR
Robyn Glocker-Hammond

DIRECTOR
Bonnie L. Longo, MAI, SRA

Clayton Complex, Bldg. A
1200 N. Delsea Drive
Clayton, NJ 08312

Phone 856-307-6445
Fax 856-307-6447

www.gloucestercountynj.gov

New Jersey Relay Service-711
Gloucester County Relay Service
(TTY/TTD)- (856)846-6616

Sincerely,

Robyn Glocker-Hammond
County Assessor

Cc: Vikki Holmstrom, CFO
Borough of Woodbury Heights

MAYOR
HARRY W. ELTON, JR.
384-4895

BOROUGH CLERK
JANET PIZZI

CMFO
VIKKI HOLMSTROM



MEMBERS OF COUNCIL
DUANE PHEASANT, PRESIDENT
BRETT D. SCULL
ESHIA "JAKE" JACOB
HAROLD "HAP" PYE
DEBRA A. TRUHAN
WILLIAM C. PACKER, JR.

BOROUGH OF WOODBURY HEIGHTS

August 20, 2012

Ms. Robyn Glocker-Hammond, County Assessor
County of Gloucester – Clayton Complex, Bldg A
1200 N. Delsea Drive
Clayton, NJ 08312

RE: Reimbursement of Tax Map Updates for Revaluation

Dear Robyn,

Attached please find copies of the records of the Borough of Woodbury Heights for expenses related to the updates of the tax maps for revaluation.

I have attached copies of the Borough's purchase orders, vendor billings, cancelled checks and check registers for each of the payments. I note that the check registers are being provided as in most instances more than one invoice is paid per check to our vendor. The invoice in each instance has been highlighted on the corresponding check register.

Please let me know if you need anything further.

I thank you in advance for your assistance in this matter.

Sincerely,

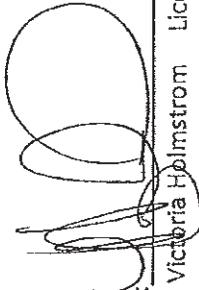
A handwritten signature in black ink, appearing to read "Vikki Holmstrom", is written over a circular stamp or seal.

Vikki Holmstrom
Chief Financial Officer

I, Victoria Holmstrom, Chief Financial Officer of the Borough of Woodbury Heights certify the following invoices were received and paid by the Borough of Woodbury Heights for the purpose of updating the tax maps of the Borough in preparation for the revaluation:

| Invoice Number | Purchase Order | Vendor | Amount | Date Paid | Check Number |
|----------------|----------------|------------------------|-------------|-----------|--------------|
| 22170 | 09-19677 | Sickels and Associates | \$ 71.00 | 7/22/2010 | 2592 |
| 23773 | 09-19677 | Sickels and Associates | \$ 225.50 | 7/21/2011 | 4074 |
| 22766 | 11-22766 | Sickels and Associates | \$ 2,834.37 | 2/17/2011 | 3335 |
| 24716 | 09-19677 | Sickels and Associates | \$ 1,420.41 | 3/22/2012 | 4877 |
| 25229 | 09-19677 | Sickels and Associates | \$ 4,085.73 | 7/19/2012 | 5300 |

TOTAL \$ 8,637.01

BY: 
 Victoria Holmstrom License # N884

Vendor's Invoice No.

PURCHASE ORDER - VOUCHER

VOUCHER NUMBER

09-19677

BOROUGH OF WOODBURY HEIGHTS
500 ELM AVENUE
WOODBURY HEIGHTS, NEW JERSEY 08097

This number must appear on all correspondence and Bills of Lading.

TO: *Archives + Assoc.*

DELIVER TO:

BLANKET

Unless otherwise specified transportation charges MUST BE PREPAID - Type or Print - Press Firmly

| Date Ordered | Date Requested | Salesman | Signature of Department Head | |
|--------------|---|----------|------------------------------|-----------|
| | | | | |
| Quantity | Description | | Unit Price | Amount |
| 1 | <i>Tax Map Revisions / Master Plan</i> | | | 10,000.00 |
| <i>18125</i> | <i>WH152 FEMA MAP EVAL. INV.# 19800 \$2000.00</i> | | | |
| <i>2084</i> | <i>WH024 Tax Map Revisions 12/1/09 - 2/23/10 INV. 21425</i> | | | 353.50 |
| <i>2084</i> | <i>WH024 Tax Map Revisions 1/1/10 - 1/31/10 INV.# 21568</i> | | | 512.55 |
| <i>2499</i> | <i>Revisions Sheet #5 INV.# 22043</i> | | | 228.50 |
| <i>2592</i> | <i>Revisions Re-evaluation 6/1 - 6/30 INV.# 22170</i> | | | 71.00 |
| <i>4074</i> | <i>Map of County Assessment INV 23773</i> | | | 222.50 |

NOTICE TO VENDOR OR CONTRACTOR

- Order invalid unless signed by the proper Committee Chairman.
- Shipping Statement or Bill of Lading MUST accompany delivery of materials.
- Pink copy MUST be signed and RETURNED to the Borough Clerk WITHIN THIRTY (30) DAYS after shipment of materials or services rendered.

Date: *3/18/09* Signature of Committee Chairman: *AUSA Dayn*

CLAIMANT'S CERTIFICATION AND DECLARATION

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

Date: _____ X Signature: *See attached resolution* Position: _____

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a Municipal Official or Employee or other reasonable procedures.

Date: *12-19-07* Signature: *Robert J. Deek* Position: _____

APPROPRIATIONS OR ACCOUNTS CHARGED

| Type of Check | Approp. Code | Approp. Charged | Amount |
|----------------------------|----------------------|-----------------|------------------|
| <i>7-01-017-298</i> | | | <i>10,000.00</i> |
| <i>7-01-990-018</i> | <i>ACCYS PAYABLE</i> | | <i>353.50</i> |
| <i>55-990-000-018</i> | | | |
| <i>7-01-55-990-000-018</i> | | | |

PAYMENT AUTHORIZED

This above claim was ordered paid at a meeting held on

Date: _____

Borough Clerk

PAYMENT RECORD

Date: _____

Check No. _____

CERTIFICATION OF AVAILABILITY OF FUNDS

[Signature]
CHIEF FINANCIAL OFFICER

SD Chairman
PR Comm. Member
dat Comm. Member

White: Treasurer

Canary: Vendor

Pink: Numerical File

SICKELS & ASSOCIATES, INC.

Sherwood Mews
833 Kings Highway
Woodbury, NJ 08096-3110
Phone: (856) 848-6800 Fax: (856) 848-8520

Invoice

Invoice Number: 23773
Invoice Date: June 30, 2011

To: WOODBURY HEIGHTS
500 Elm Avenue
Woodbury Heights, NJ 08097
Attention: Anne Deeck

PROJECT: WH024
TAX MAP REVISIONS

09 MEETING WITH TAX ASSESSOR

Professional Services for the Period: 6/1/2011 to 6/30/2011

Staff time for preparation and attendance at meeting with tax assessor regarding re-evaluation.

| <u>GENERAL MUNICIPAL SERVICES</u> | <u>Bill Hours</u> | <u>Bill Rate</u> | <u>Charge</u> |
|-------------------------------------|-------------------|------------------|---------------|
| MEETING WITH MUNICIPALITY | | | |
| PROF. LAND SURVEYOR, CHIEF SURVEYOR | 1.00 | 106.50 | 106.50 |
| SURVEY TECHNICIAN/CALCULATOR | 1.00 | 73.00 | 73.00 |
| PRINTS | | | |
| JUNIOR DRAFTING TECHNICIAN | 1.00 | 43.00 | 43.00 |
| | | | <hr/> |
| PROFESSIONAL SERVICES TOTALS | | | \$222.50 |

TOTAL AMOUNT OF THIS INVOICE: \$222.50

| Aged Receivables: | Current | 31-60 Days | 61-90 Days | 91-120 Days | > 120 Days |
|-------------------|----------|------------|------------|-------------|------------|
| | \$222.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

BOROUGH OF WOODBURY HEIGHTS
600 ELM AVENUE
WOODBURY HEIGHTS, NJ 08097

CapitalBank
OF NEW JERSEY
66-793012

No. 4074

DATE: 07/21/11 AMOUNT: \$*****8,259.64

0721 4074

Eight Thousand Two Hundred Fifty Nine AND 64/100 Dollars

TO THE ORDER OF: SICKELS & ASSOCIATES, INC.
SHERWOOD MEWS
833 KINGS HIGHWAY
L WOODBURY, NJ 08096-3110

GENERAL DISBURSEMENT ACCOUNT

⑈004074⑈ ⑆031207937⑆ 0302004046⑈

FOR DEPOSIT ONLY
IN THE ACCOUNT OF
SICKELS & ASSOCIATES, INC.

RECORDED BY 24 2011 <031207937⑆ Newfield Bank

Range of Checking Accts: 1 GEN DISB to 1 GEN DISB Range of Check Ids: 4074 to 4074
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

| Check # | Check Date | Vendor | Amount Paid | Charge Account | Account Type | Reconciled/Void Contract | Ref Num Ref Seq |
|----------|------------|----------------------------------|-------------|---------------------------------------|--------------|--------------------------|-----------------|
| 4074 | 07/21/11 | S1001 SICKELS & ASSOCIATES, INC. | | | | 07/31/11 | 995 |
| 09196770 | 9 | MEET WITH COUNTY ASSESSOR | 222.50 | 0-01-55-990-000-018 | Budget | | 1 |
| | | | | INTERFUNDS PAYABLE - ACCOUNTS PAYABLE | | | |
| 11233270 | 5 | CHANGE ORDER #1 WORK | 2,076.24 | X-04-55-085-000-102 | Budget | | 45 |
| | | | | ENGINEERING COSTS | | | |
| 11233270 | 7 | BALANCE OF CONTRACT BILLING | 2,167.39 | 1-01-20-165-000-265 | Budget | | 46 |
| | | | | ENGINEERING - PROFESSIONAL SERVICES | | | |
| 11236620 | 1 | WH159-HELEN AVE ADA SIDEWALK | 3,353.13 | 1-01-20-165-000-265 | Budget | | 219 |
| | | | | ENGINEERING - PROFESSIONAL SERVICES | | | |
| 11236820 | 1 | LIQUIDATING DAMAGES/WELLHOUSE | 440.38 | X-06-56-034-000-101 | Budget | | 250 |
| | | | | ENGINEERING FEES | | | |
| | | | 8,259.64 | | | | |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 1 | 0 | 8,259.64 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 1 | 0 | 8,259.64 | 0.00 |

SICKELS & ASSOCIATES, INC.

Sherwood Mews

833 Kings Highway

Woodbury, NJ 08096-3110

Phone: (856) 848-6800 Fax: (856) 848-8520

Invoice

Invoice Number: ~~522170~~ 522170

Invoice Date: June 30, 2010

To: WOODBURY HEIGHTS
500 Elm Avenue
Woodbury Heights, NJ 08097
Attention: Anne Deeck

PROJECT: WH024
TAX MAP REVISIONS

07 2009 TAX MAPS REVISIONS

Professional Services for the Period: 6/1/2010 to 6/30/2010

Staff time for coordination with state to ~~prepare~~ evaluate

GENERAL MUNICIPAL SERVICES

PREPARE CORRESPONDENCE

SURVEY TECHNICIAN/CALCULATOR

Bill Hours

Bill Rate

Charge

1.00

71.00

71.00

PROFESSIONAL SERVICES TOTALS

\$71.00

TOTAL AMOUNT OF THIS INVOICE:

\$71.00

| Aged Receivables: | | | | | |
|-------------------|------------|------------|-------------|------------|--|
| Current | 31-60 Days | 61-90 Days | 91-120 Days | > 120 Days | |
| \$71.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

895994599 87/23/2818 <831285348> Newfield Bank

FOR DEPOSIT ONLY
IN THE ACCOUNT OF
SICKELS & ASSOCIATES, INC.

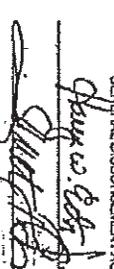
EXPOSE HERE

Do not endorse or write below this line.

211274450
07/23/2010
0501850369

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

0102/2/2010 0993102100
6950581050

| | | | | |
|---|--|--|-----------|------------------|
| BOROUGH OF WOODBURY HEIGHTS | | <input checked="" type="checkbox"/> Bank | SS-196312 | No. 2592 |
| 500 ELM AVENUE WOODBURY HEIGHTS, NJ 08097 | | DATE | CHECK NO. | AMOUNT |
| | | 07/22/10 | 2592 | \$*****23,724.06 |
| Twenty Three Thousand seven hundred Twenty Four AND 06/100 Dollars | | | | |
| TO THE ORDER OF | | GENERAL DISBURSEMENT ACCOUNT | | |
| SICKELS & ASSOCIATES, INC. SHERWOOD MEWS 333 KINGS HIGHWAY WOODBURY, NJ 08096-3110 | | MAYOR TREASURER | | |
| #002592 #03101950# 87 158 B# #002592 #03101950# | |  Mayor | | |

#002592#03101950#

871358B# #000237210B#

Range of Checking Accts: 1 GEN DISB to 1 GEN DISB Range of Check Ids: 2592 to 2592
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

| Check # | Check Date | Vendor | Amount Paid | Charge Account | Account Type | Reconciled/Void Contract | Ref Num Ref Seq |
|----------|------------|----------------------------------|-------------|---------------------------------------|--------------|--------------------------|-----------------|
| 2592 | 07/22/10 | SI001 SICKELS & ASSOCIATES, INC. | | | | 07/31/10 | 924 |
| 09196770 | 7 | WH024 - REVIEW RE-EVALUATION | 71.00 | 0-01-55-990-000-018 | Budget | | 1 |
| | | | | INTERFUNDS PAYABLE - ACCOUNTS PAYABLE | | | |
| 10219880 | 22 | ADDENDUM TO BID PACKAGE | 1,638.38 | X-04-55-082-000-105 | Budget | | 25 |
| | | | | ENGINEERING COSTS/PUBLIC WORKS GARAGE | | | |
| 10219880 | 27 | ARCHITECT SERVICES/GARAGE | 5,000.03 | X-04-55-082-000-105 | Budget | | 26 |
| | | | | ENGINEERING COSTS/PUBLIC WORKS GARAGE | | | |
| 10219880 | 29 | ARCHITECT SERVICES/REC. BLDG. | 5,000.02 | X-04-55-082-000-104 | Budget | | 27 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 10219880 | 30 | BIDDING PHASE/REC. BLDG | 950.00 | X-04-55-082-000-104 | Budget | | 28 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 10219880 | 31 | ADDENDUM TO BIDS/REC. BLDG | 1,720.63 | X-04-55-082-000-104 | Budget | | 29 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 10219880 | 32 | GREEN ACRES APPROV./REC BLDG | 106.50 | X-04-55-082-000-104 | Budget | | 30 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 10219880 | 33 | PRINTING CHARGES/REC. BLDG | 7,732.25 | X-04-55-082-000-104 | Budget | | 31 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 10221190 | 6 | RECONSTRUCTION WEST JERSEY AVE | 1,195.25 | X-04-55-083-000-305 | Budget | | 42 |
| | | | | ENGINEERING-CA & INSPECTION DOT GRANT | | | |
| 10224830 | 1 | WH021 STATE AID GRANTS & FUND | 310.00 | 0-01-20-165-000-265 | Budget | | 219 |
| | | | | ENGINEERING - PROFESSIONAL SERVICES | | | |
| | | | 23,724.06 | | | | |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 1 | 0 | 23,724.06 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 1 | 0 | 23,724.06 | 0.00 |

Vendor's No.

PURCHASE ORDER - VOUCHER

VOUCHER

BOROUGH OF WOODBURY HEIGHTS

NUMBER

500 ELM AVENUE

Nº **22766**

WOODBURY HEIGHTS, NEW JERSEY 08097

This number must appear on all correspondence and bills of lading.

RECEIVED

OCT 26 2010

WOODBURY HEIGHTS

TO:

Sickels & Assoc.

Unless otherwise specified transportation charges MUST BE PREPAID - Type or Print - Press Firmly

| Quantity | Description | Unit Price | Amount |
|----------|---|------------|----------------|
| | <i>Tax Map Revisions & Revaluation SVA Proposal # 210-152</i> | | <i>2724 00</i> |
| | <i>Reimbursable prints</i> | | <i>110 37</i> |
| | <i>On: 23139</i> | | |
| | | | <i>2834 37</i> |

Date: _____ Signature of Committee Chairperson: _____

CLAIMANT'S CERTIFICATION AND DECLARATION

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

Date: _____ X Signature *attached* Position _____

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a Municipal Official or Employee or other reasonable procedures.

Date *10-25-10* Signature *J. A. Regalia* Position *Acct Clerk*

APPROPRIATIONS OR ACCOUNTS CHARGED

| Approp. Code | Approp. Charge | Amount |
|--------------------------|---------------------------------|----------------|
| <i>00120-150 000-227</i> | <i>Assessor - Tax Map Maint</i> | <i>2724 00</i> |
| | | <i>2834 37</i> |

PAYMENT RECORD

This above claim was ordered paid at a meeting held on:

Date *2-17-11*

Check No. *3335*

CERTIFICATION OF AVAILABILITY OF FUNDS

[Signature]
CHIEF FINANCIAL OFFICER

White - Treasurer

[Signature] Chairman
[Signature] Comm. Member
[Signature] Comm. Member
 Canary - Vendor

Pink - Numerical File

SICKELS & ASSOCIATES, INC.

Invoice

Sherwood Mews
833 Kings Highway
Woodbury, NJ 08096-3110

Invoice Number: 23139
Invoice Date: December 31, 2010

Phone: (856) 848-6800 Fax: (856) 848-8520

To: WOODBURY HEIGHTS
500 Elm Avenue
Woodbury Heights, NJ 08097
Attention: Anne Deeck

PROJECT: WH024
TAX MAP REVISIONS

(08) 2010 TAX MAPS REVISIONS PER OUR 10-7-10 PROPOSAL

Professional Services for the Period: 12/1/2010 to 12/31/2010

Staff time to review and revise tax maps for re-evaluation per our 10-7-10 proposal.

| | |
|---------------------|------------|
| Contract Amount: | \$2,724.00 |
| Percent Complete: | 100.0000% |
| Fee Earned: | \$2,724.00 |
| Prior Fee Billings: | \$0.00 |
| Current Fee Total: | \$2,724.00 |

REIMBURSEABLES -- prints

\$ 110.37

TOTAL AMOUNT OF THIS INVOICE:

\$2,834.37

211274450
02/28/2011
0500017511

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

TT02/R2/20 E09ET02TE01
TT56T00050

| | | | | |
|---|--|------------------------------|---------------------------|----------|
| BOROUGH OF WOODBURY HEIGHTS 500 ELM AVENUE WOODBURY HEIGHTS, NJ 08097 | | Bank Member FDIC | 65-136312 | No. 3335 |
| DATE 02/17/11 | | CHECK NO. 3335 | AMOUNT \$*****3,731.77 | |
| Three Thousand Seven Hundred Thirty One AND 77/100 Dollars | | | | |
| TO THE ORDER OF | | GENERAL DISBURSEMENT ACCOUNT | | |
| SICKELS & ASSOCIATES, INC. SHERWOOD MEWS 833 KINGS HIGHWAY WOODBURY, NJ 08096-3110 | | MAYOR TREASURER | | |
| ⑈003335⑈ ⑆031201360⑆ 87 4358 8⑈ | | | | |

⑈003335⑈ ⑆031201360⑆

87 4358 8⑈ ⑈0000373177⑈

898137388 02/25/2011 <831285348> Newfield Bank

FOR DEPOSIT ONLY
IN THE ACCOUNT OF
SICKELS & ASSOCIATES, INC.

Do not endorse or write below this line.

Range of Checking Accts: 1 GEN DISB to 1 GEN DISB Range of Check Ids: 3335 to 3335
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

| Check # | Check Date | Vendor | Amount Paid | Charge Account | Account Type | Reconciled/Void Contract | Ref Num |
|----------|------------|----------------------------------|-----------------|---|--------------|--------------------------|---------|
| PO # | Item | Description | | | | | Ref Seq |
| 3335 | 02/17/11 | SI001 SICKELS & ASSOCIATES, INC. | | | | 02/28/11 | 961 |
| 10221190 | 13 | CORE TESTING & RESULTS | 740.70 | X-04-55-083-000-302 ENGINEERING | Budget | | 2 |
| 10227660 | 1 | TAX MAP REVISIONS/REVALUATION | 2,724.00 | 0-01-20-150-000-227 TAX ASSESSMENT - TAX MAP MAINTENANCE | Budget | | 5 |
| 10227660 | 2 | TAX MAP REIMBURSEABLES | 110.37 | 0-01-20-150-000-227 TAX ASSESSMENT - TAX MAP MAINTENANCE | Budget | | 6 |
| 11232080 | 1 | REIMBURSEABLES/W.JERSEY AVE | 156.70 | X-04-55-083-000-301 PROFESSIONAL FEES/ADV | Budget | | 250 |
| | | | <u>3,731.77</u> | | | | |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 1 | 0 | 3,731.77 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 1 | 0 | 3,731.77 | 0.00 |

BOROUGH OF WOODBURY HEIGHTS
 500 ELM AVE.
 WOODBURY HEIGHTS, NJ 08097
 TEL (856)848-2832

00111111

| PURCHASE ORDER | |
|--|-------------|
| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC. | |
| NO. | 09196770-06 |

ORDER DATE: 12/19/07
 REQUISITION NO:
 DELIVERY DATE: 03/21/12
 STATE CONTRACT:
 F.O.B. TERMS:

| PAYMENT RECORD | |
|----------------|---------|
| CHECK NO. | 4877 |
| DATE PAID | 3-22-12 |

| | |
|---------|----------------------------|
| SHIP TO | |
| | VENDOR #: SI001 |
| VENDOR | SICKELS & ASSOCIATES, INC. |
| | SHERWOOD MEWS |
| | 833 KINGS HIGHWAY |
| | WOODBURY, NJ 08096-3110 |

NOTICE: TAX ID #21-6001371 - TAX EXEMPT

| QTY/UNIT | DESCRIPTION | ACCOUNT NO. | UNIT PRICE | TOTAL COST |
|----------|---|---------------------|------------|------------|
| 1.00 | WH024 TAX MAP REVISIONS MEETING W/ASSESSOR & SUBMIT TAX MAPS TO STATE | 2-01-55-990-000-018 | 1,420.4100 | 1,420.41 |
| | | | TOTAL | 1,420.41 |

ENCUMBERED

FEB 29 2012
WOODBURY HEIGHTS

[Signature]
**TREASURER CERTIFICATION
 OF FUNDS**

| CLAIMANT'S CERTIFICATION & DECLARATION | OFFICER'S CERTIFICATION | APPROVAL TO PURCHASE |
|--|---|---|
| <p>do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><i>Attached</i> VENDOR SIGN HERE</p> <p>OFFICIAL POSITION _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____</p> | <p>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.</p> <p><i>[Signature]</i> in 2.29.12 DEPT. HEAD _____ DATE _____</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER, MAIL VOUCHER & ITEMIZED BILLS TO: BOROUGH OF WOODBURY HEIGHTS 500 ELM AVE. WOODBURY HEIGHTS, NJ 08097</p> | <p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>Chairperson _____</p> <p>Committee Member _____</p> <p>Committee Member _____</p> |

SICKELS & ASSOCIATES, INC.

Invoice

Sherwood Mews
833 Kings Highway
Woodbury, NJ 08096-3110

Invoice Number: 24716
Invoice Date: January 31, 2012

Phone: (856) 848-6800 Fax: (856) 848-8520

To: WOODBURY HEIGHTS
500 Elm Avenue
Woodbury Heights, NJ 08097
Attention: Anne Deeck

PROJECT: WH024
TAX MAP REVISIONS

09 MEETING WITH TAX ASSESSOR & SUBMIT 2011 TAX MAPS TO THE STATE

Professional Services for the Period: 1/1/2012 to 1/31/2012

Staff time to prepare and deliver year end tax map package to County and State for re-evaluation. Invoice includes prints and laminating fee.

| <u>GENERAL MUNICIPAL SERVICES</u> | <u>Bill Hours</u> | <u>Bill Rate</u> | <u>Charge</u> |
|-------------------------------------|-------------------|------------------|-----------------|
| PRINTS | | | |
| SURVEY TECHNICIAN/CALCULATOR | 5.00 | 74.50 | 372.50 |
| DELIVERY | | | |
| WORD PROCESSING TECHNICIAN | 1.00 | 49.00 | 49.00 |
| TAX MAPS - UPDATE/REVISE | | | |
| PROF. LAND SURVEYOR, CHIEF SURVEYOR | 3.00 | 106.50 | 319.50 |
| SURVEY TECHNICIAN/CALCULATOR | 2.50 | 74.50 | 186.25 |
| PROFESSIONAL SERVICES TOTALS | | | \$927.25 |

REIMBURSEABLES - prints

\$ 493.16

TOTAL AMOUNT OF THIS INVOICE:

\$1,420.41

BOROUGH OF WOODBURY HEIGHTS
500 ELM AVENUE
WOODBURY HEIGHTS, NJ 08097

CapitalBank
55 793312

No. 4877

DATE: 03/22/12 4877 AMOUNT: \$*****8,414.16

Eight Thousand Four Hundred Fourteen AND 16/100 Dollars

TO THE ORDER OF: SICKELS & ASSOCIATES, INC.
SHERWOOD MEWS
833 KINGS HIGHWAY
L WOODBURY, NJ 08096-3110

GENERAL DISBURSEMENT ACCOUNT

[Signature]

⑈004877⑈ ⑆031207937⑆ 0302004046⑈

FOR DEPOSIT ONLY
IN THE ACCOUNT OF
SICKELS & ASSOCIATES, INC.

050864500 03/23/2012 <03120534E New Jersey Bank

Range of Checking Accts: 1 GEN DISB to 1 GEN DISB Range of Check Ids: 4877 to 4877
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

| Check # | Check Date | Vendor | Amount Paid | Charge Account | Account Type | Reconciled/Void Contract | Ref Num Ref Seq |
|----------|------------|----------------------------------|-------------|---|--------------|--------------------------|-----------------|
| 4877 | 03/22/12 | SI001 SICKELS & ASSOCIATES, INC. | | | | 03/31/12 | 1039 |
| 09196770 | 11 | WH024 TAX MAP REVISIONS | 1,420.41 | 2-01-55-990-000-018 | Budget | | 1 |
| | | | | INTERFUNDS PAYABLE - ACCOUNTS PAYABLE | | | |
| 12000217 | 1 | WH025 WATER ALLOCATION PERMITS | 1,677.65 | 2-09-55-502-000-264 | Budget | | 192 |
| | | | | WATER & SEWER - ENGINEERING FEES & SVCS | | | |
| 12000217 | 2 | WH103 RECREATION CENTER | 876.59 | X-04-55-082-000-104 | Budget | | 193 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 12000217 | 3 | WH163 WATER MAEN REPLACEMENT | 464.83 | 2-09-55-502-000-264 | Budget | | 194 |
| | | | | WATER & SEWER - ENGINEERING FEES & SVCS | | | |
| 12000217 | 4 | WH025 WATER ALLOCATION PERMITS | 2,743.90 | 2-09-55-502-000-264 | Budget | | 195 |
| | | | | WATER & SEWER - ENGINEERING FEES & SVCS | | | |
| 12000217 | 5 | WH103 RECREATION CENTER | 1,195.97 | X-04-55-082-000-104 | Budget | | 196 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 12000217 | 6 | WH124-ROOF REVIEW-BORO HALL | 34.81 | X-04-55-082-000-104 | Budget | | 197 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| | | | 8,414.16 | | | | |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 1 | 0 | 8,414.16 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 1 | 0 | 8,414.16 | 0.00 |

BOROUGH OF WOODBURY HEIGHTS

500 ELM AVE.
WOODBURY HEIGHTS, NJ 08097
TEL (856)848-2832

DL11121

| PURCHASE ORDER | |
|--|-------------|
| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC. | |
| NO. | 09196770-07 |

ORDER DATE: 12/19/07
REQUISITION NO:
DELIVERY DATE: 07/18/12
STATE CONTRACT:
F.O.B. TERMS:

| | |
|---------|---|
| SHIP TO | |
| | VENDOR #: SI001 |
| VENDOR | SICKELS & ASSOCIATES, INC. SHERWOOD MEWS 833 KINGS HIGHWAY WOODBURY, NJ 08096-3110 |
| | Phone: (856)848-6800 Fax: (856)848-8520 |

| PAYMENT RECORD | |
|----------------|---------|
| CHECK NO. | 5300 |
| DATE PAID | 7-19-12 |

NOTICE: TAX ID #21-6001371 - TAX EXEMPT

| QTY/UNIT | DESCRIPTION | ACCOUNT NO. | UNIT PRICE | TOTAL COST |
|----------|--|---------------------|------------|------------|
| 1.00 | WH024 TAX MAP REVISIONS REVISIONS TO 2010 TAX MAPS PER STATE COMMENTS 1/2/2011. - 3/31/2011 | 2-01-55-990-000-018 | 4,085.7300 | 4,085.73 |
| | | | TOTAL | 4,085.73 |

ENCUMBERED

[Signature]
TREASURER
CERTIFICATION
OF FUNDS

RECEIVED
JUL 13 2012
WOODBURY HEIGHTS

CLAIMANT'S CERTIFICATION & DECLARATION

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

Attached

VENDOR SIGN HERE

OFFICIAL POSITION _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____

OFFICER'S CERTIFICATION

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

[Signature] 7/13/12

DEPT HEAD _____ DATE _____

VENDOR MUST SIGN-CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO:

BOROUGH OF WOODBURY HEIGHTS
500 ELM AVE.
WOODBURY HEIGHTS, NJ 08097

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

[Signature]
Chairperson

[Signature]
Committee Member

[Signature]
Committee Member

SICKELS & ASSOCIATES, INC.

Sherwood Mews

833 Kings Highway
Woodbury, NJ 08096-3110

Phone: (856) 848-6800 Fax: (856) 848-8520

Invoice

Invoice Number: 25229
Invoice Date: June 30, 2012

To: WOODBURY HEIGHTS
500 Elm Avenue
Woodbury Heights, NJ 08097
Attention: Anne Déeck

PROJECT: WH024
TAX MAP REVISIONS

10 REVISIONS TO 2010 TAX MAPS PER STATE COMMENTS

Professional Services for the Period: 1/1/2011 to 3/31/2011

Staff time for deed research and revisions to tax maps per State comments for re-evaluation.

GENERAL MUNICIPAL SERVICES

| | <u>Bill Hours</u> | <u>Bill Rate</u> | <u>Charge</u> |
|-------------------------------------|-------------------|------------------|-------------------|
| TAX MAPS - UPDATE/REVISE | | | |
| JUNIOR DRAFTING TECHNICIAN | 0.50 | 43.00 | 21.50 |
| PROF. LAND SURVEYOR, CHIEF SURVEYOR | 9.00 | 108.65 | 961.73 |
| SURVEY TECHNICIAN/CALCULATOR | 42.50 | 73.00 | 3,102.50 |
| PROFESSIONAL SERVICES TOTALS | | | \$4,085.73 |

TOTAL AMOUNT OF THIS INVOICE: \$4,085.73

| Aged Receivables: | | | | | |
|-------------------|------------|------------|-------------|------------|--|
| Current | 31-60 Days | 61-90 Days | 91-120 Days | > 120 Days | |
| \$4,085.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

BOROUGH OF WOODBURY HEIGHTS
 530 ELM AVENUE
 WOODBURY HEIGHTS, NJ 08097

CapitalBank
 65-792-312

No. 5300

DATE: 07/19/12 AMOUNT: \$*****22,427.13

5300

Twenty Two Thousand Four Hundred Twenty Seven AND 13/100 Dollars

TO THE ORDER OF: SICKELS & ASSOCIATES, INC.
 SHERWOOD MEWS
 833 KINGS HIGHWAY
 WOODBURY, NJ 08096-3110

GENERAL DISBURSEMENT ACCOUNT

Jay W. [Signature]

⑈005300⑈ ⑆031207937⑆ 030204046⑈

FOR DEPOSIT ONLY
 IN THE ACCOUNT OF
 SICKELS & ASSOCIATES, INC.

091131258 07/20/2012 031205340

Range of Checking Accts: 1 GEN DISB to 1 GEN DISB Range of Check Ids: 5300 to 5300
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

| Check # | Check Date | Vendor | Amount Paid | Charge Account | Account Type | Reconciled/Void Contract | Ref Num Ref Seq |
|----------|------------|----------------------------------|-------------|---|--------------|--------------------------|-----------------|
| 5300 | 07/19/12 | SI001 SICKELS & ASSOCIATES, INC. | | | | 07/31/12 | 1062 |
| 09196770 | 12 | WH024 TAX MAP REVISIONS | 4,085.73 | 2-01-55-990-000-018 | Budget | | 1 |
| | | | | INTERFUNDS PAYABLE - ACCOUNTS PAYABLE | | | |
| 12000632 | 1 | WH029 ZONING MAPS | 112.72 | 2-01-20-165-000-265 | Budget | | 211 |
| | | | | ENGINEERING - PROFESSIONAL SERVICES | | | |
| 12000632 | 2 | WH103 REC CTR PARKING LOT | 4,642.19 | X-04-55-082-000-104 | Budget | | 212 |
| | | | | ENGINEERING COSTS/RECREATION CENTER | | | |
| 12000632 | 3 | WH163 WATERMAIN REPPACEMENT | 174.06 | 2-09-55-502-000-264 | Budget | | 213 |
| | | | | WATER & SEWER - ENGINEERING FEES & SVCS | | | |
| 12000632 | 4 | WH164 FAIRVIEW AVE DRAINAGE | 91.06 | X-04-55-089-000-202 | Budget | | 214 |
| | | | | FAIRVIEW/CDBG/BORO SHARE - MISC EXPENSE | | | |
| 12000632 | 5 | WH166 RT 45 SEWER PUMP STATION | 208.87 | 2-09-55-502-000-264 | Budget | | 215 |
| | | | | WATER & SEWER - ENGINEERING FEES & SVCS | | | |
| 12000639 | 1 | WH165 LAKE AVE RECONSTRUCTION | 4,949.47 | X-04-55-090-000-102 | Budget | | 227 |
| | | | | LAKE AVENUE - ENGINEERING | | | |
| 12000639 | 2 | WH165 LAKE AVE RECONSTRUCTION | 8,163.03 | X-04-55-090-000-102 | Budget | | 228 |
| | | | | LAKE AVENUE - ENGINEERING | | | |
| | | | 22,427.13 | | | | |

| Report Totals | Paid | Void | Amount Paid | Amount Void |
|-----------------|------|------|-------------|-------------|
| Checks: | 1 | 0 | 22,427.13 | 0.00 |
| Direct Deposit: | 0 | 0 | 0.00 | 0.00 |
| Total: | 1 | 0 | 22,427.13 | 0.00 |

ALO



GLOUCESTER COUNTY
OFFICE OF ASSESSMENT

August 17,, 2012

FREEHOLDER DIRECTOR
Robert M. Damminger

Mr. Gerald White
Deputy County Administrator
2 North Broad Street
Woodbury, NJ 08096



RE: Tax Map Reimbursement
Borough of Westville

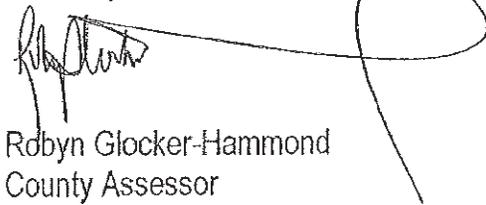
Dear Jerry:

I have reviewed the invoices provided by William J. Bittner, Jr., Administrator for the Borough of Westville in the amount of \$13,313.82 for tax map reimbursement. Upon review, \$13,313.82 is directly related to tax map revaluation work. I recommend reimbursement to the Borough of Westville for \$13,313.82.

COUNTY ASSESSOR
Robyn Glocker-Hammond

DIRECTOR
Bonnie L. Longo, MAI, SRA

Sincerely,


Robyn Glocker-Hammond
County Assessor

Clayton Complex, Bldg. A
1200 N. Delsea Drive
Clayton, NJ 08312

Phone 856-307-6445
Fax 856-307-6447

Cc William J. Bittner, Administrator
Borough of Westville

www.gloucestercountynj.gov

New Jersey Relay Service-711
Gloucester County Relay Service
(TTY/TTD)- (856)848-6616



Borough
of
Westville

"Gateway to South Jersey"

165 Broadway
Westville, NJ 08093-1148
Telephone: 856-456-0030
Fax: 856-742-8190
www.westville-nj.com

Russell W. Welsh, Jr.
Mayor

Michael O. Ledrich
Council President

William J. Bittner, Jr.
Administrator

Christine A. Helder
Municipal Clerk, CMC, CTC

John A. Bruno, Jr.
CFO

Gloucester County
Office of Assessment

JUL 24 2012

RECEIVED

July 20, 2012

Ms. Robyn Glocker-Hammond, CTA
County Assessor
Gloucester County Office of Assessment
1200 N. Delsea Drive
Clayton, NJ 08312

RE: WESTVILLE TAX MAP REIMBURSEMENT

Dear Robyn,

In response to your request, I'm enclosing the follow:

- All invoices from CES that are for "reevaluation"
- Proof of payment to CES
- Letter from John Bruno, CFO, certifying amounts to be reimbursed

Feel free to contact me if you need additional information.

Sincerely,

William J. Bittner, Jr.
Borough Administrator

Enclosures (3)
/kmc

People

Purpose

Progress

BOROUGH OF WESTVILLE
 165 BROADWAY
 WESTVILLE, NJ 08093
 TEL (856)456-0030 EXT 10 FAX (856)742-8190

| PURCHASE ORDER | |
|--|----------|
| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC. | |
| NO. | 12-00814 |

ORDER DATE: 07/06/12
 REQUISITION NO:
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

| | |
|---------|--|
| SHIP TO | |
| VENDOR | VENDOR #: CON08 CONSULTING ENGINEER SERVICES 150 DELSEA DRIVE SEWELL, NJ 08080-9478 Phone: (856)228-2200 |

| PAYMENT RECORD | |
|----------------|---------|
| CHECK NO. | 21311 |
| DATE PAID | 7/11/12 |

NOTICÉ: TAX ID #21-6001357 - TAX EXEMPT

| QTY/UNIT | DESCRIPTION | ACCOUNT NO. | UNIT PRICE | TOTAL COST |
|----------|--------------------------------|-----------------|------------|------------|
| 1.00 | Tax Map Revision for Revaluati | 2-01-20-715-028 | 1,400.3000 | 1,400.30 |
| 1.00 | Tax Map Revision for Revaluati | 2-01-20-715-028 | 1,165.2000 | 1,165.20 |
| 1.00 | Tax Map Revision for Revaluati | 2-01-20-715-028 | 457.5000 | 457.50 |
| 1.00 | Tax Map Revision for Revaluati | 2-01-20-715-028 | 3,231.5000 | 3,231.50 |
| 1.00 | Tax Map Revision for Revaluati | 2-01-20-715-028 | 6,429.4700 | 6,429.47 |
| 1.00 | Tax Map Revision for Revaluati | 2-01-20-715-028 | 30.0000 | 30.00 |
| 1.00 | Tax Map Revision for Revaluati | 2-01-20-715-028 | 599.8500 | 599.85 |
| | | | TOTAL | 13,313.82 |

| CLAIMANT'S CERTIFICATION & DECLARATION | OFFICER'S CERTIFICATION | APPROVAL TO PURCHASE |
|--|---|---|
| <p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>_____ VENDOR SIGN HERE</p> <p>_____ OFFICIAL POSITION DATE</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p> | <p>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.</p> <p>_____ DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO:</p> <p>BOROUGH OF WESTVILLE MUNICIPAL GOVERNMENT 165 BROADWAY WESTVILLE, NJ 08093</p> | <p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p>_____ CERTIFIED FINANCIAL OFFICER:</p> |

Invoice

Consulting Engineer Services, Inc.
 150 Delsea Dr., Suite 1
 Sewell, NJ 08080
 856-228-2200

William Bittner
 Borough of Westville
 1035 Broadway
 Westville, NJ 08093

January 31, 2011
 Invoice No: 23893

Project Manager Norman Rodgers III
 Project 2438 Tax Map Revisions for Revaluation
Professional Services for the Period: December 12, 2010 to January 15, 2011

Billing Group CPM Tax Maps Revisions for Revaluation

Professional Services for this Period Includes:

- Prepare Tax Map Revisions

| Task | 1.0 | Research & Revisions | Bill Hours | Bill Rate | Amount |
|-------------------|-----|----------------------|------------|-----------|-------------------|
| Chief Surveyor | | | 12.00 | 110.00 | 1,320.00 |
| Totals | | | 12.00 | | 1,320.00 |
| Total Labor | | | | | 1,320.00 |
| Task Total | | | | | \$1,320.00 |

| Task | 999 | Reimbursable | | | |
|------------------------------|-----|-------------------|---------------------------|--|----------------|
| Reimbursable Expenses | | | | | |
| Citibusiness Card | | | | | |
| 12/23/2010 | | Citibusiness Card | ACS land Records-tax maps | | 80.30 |
| Total Reimbursables | | | | | 80.30 |
| Task Total | | | | | \$80.30 |

| Contract | Current | Prior | To-Date |
|-------------------------------------|----------|----------|-------------------|
| Total Billings | 1,400.30 | 1,100.00 | 2,500.30 |
| Contract Maximum | | | 7,930.00 |
| Remaining Balance | | | 5,429.70 |
| Billing Group Total | | | \$1,400.30 |
| Total Project Invoice Amount | | | \$1,400.30 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

Invoice

Consulting Engineer Services, Inc.
 150 Delsea Dr., Suite 1
 Sewell, NJ 08080
 856-228-2200

February 14, 2011
 Invoice No: 23968

William Bitner
 Borough of Westville
 1035 Broadway
 Westville, NJ 08093

Project Manager: Norman Rodgers III
 Project: 2438 Tax Map Revisions for Revaluation
Professional Services for the Period: January 09, 2011 to February 05, 2011

Billing Group: CPM Tax Maps Revisions for Revaluation

Professional Services for this Period Includes:

- Prepare Tax Map Revisions

| Task | 1.0 | Research & Revisions | Bill Hours | Bill Rate | Amount |
|-----------------------|-----|----------------------|------------|-----------|-------------------|
| Chief Surveyor | | | 7.00 | 110.00 | 770.00 |
| Professional Surveyor | | | 4.00 | 90.00 | 360.00 |
| Totals | | | 11.00 | | 1,130.00 |
| Total Labor | | | | | 1,130.00 |
| Task Total | | | | | \$1,130.00 |

| Task | 999 | Reimbursable | | | |
|-----------------------|---------------------|-----------------------|--|-------|----------------|
| Reimbursable Expenses | | | | | |
| NJ DOT | | | | | |
| 2/2/2011 | NJ DOT | 16 Right-of-way Plans | | 35.20 | |
| | Total Reimbursables | | | 35.20 | 35.20 |
| Task Total | | | | | \$35.20 |

| Contract | Current | Prior | To-Date |
|-------------------------------------|----------|----------|-------------------|
| Total Billings | 1,165.20 | 2,500.30 | 3,665.50 |
| Contract Maximum | | | 13,930.00 |
| Remaining Balance | | | 10,264.50 |
| Billing Group Total | | | \$1,165.20 |
| Total Project Invoice Amount | | | \$1,165.20 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

Project 2438

Invoice 23968

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 23893 | 1/31/2011 | 1,400.30 |
| Total | | 1,400.30 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

Invoice

Consulting Engineer Services, Inc.
 150 Delsea Dr., Suite I
 Sewell, NJ 08080
 856-228-2200

William Bitner
 Borough of Westville
 1035 Broadway
 Westville, NJ 08093

March 22, 2011
 Invoice No: 24129

Project Manager Norman Rodgers III
 Project 2438 Tax Map Revisions for Revaluation

Professional Services for the Period: February 06, 2011 to March 05, 2011

Billing Group CPM Tax Maps Revisions for Revaluation

Professional Services for this Period includes:

- Prepare Tax Map Revisions

| Task | 1.0 | Research & Revisions | Bill Hours | Bill Rate | Amount |
|-----------------------|-----|----------------------|------------|-----------|-------------------|
| Professional Surveyor | | | 24.50 | 90.00 | 2,205.00 |
| CADD Tech 2 | | | 13.00 | 65.00 | 845.00 |
| Totals | | | 37.50 | | 3,050.00 |
| Total Labor | | | | | 3,050.00 |
| Task Total | | | | | \$3,050.00 |

| Task | 999 | Reimbursable | | | |
|------------------------------|--------------------|------------------------------------|--|--|-----------------|
| Reimbursable Expenses | | | | | |
| Petty Cash Account | | | | | |
| 2/23/2011 | Petty Cash Account | Gloucester County Court House-Maps | | | 181.50 |
| Total Reimbursables | | | | | 181.50 |
| Task Total | | | | | \$181.50 |

| Contract | Current | Prior | To-Date |
|-------------------------------------|----------|----------|-------------------|
| Total Billings | 3,231.50 | 3,665.50 | 6,897.00 |
| Contract Maximum | | | 13,930.00 |
| Remaining Balance | | | 7,033.00 |
| Billing Group Total | | | \$3,231.50 |
| Total Project Invoice Amount | | | \$3,231.50 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

Project 2438

Invoice 24129

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 23893 | 1/31/2011 | 1,400.30 |
| 23968 | 2/14/2011 | 1,165.20 |
| Total | | 2,565.50 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

invoice

Consulting Engineer Services, Inc.
 150 Delsea Dr., Suite 1
 Sewell, NJ 08080
 856-228-2200

William Bittner
 Borough of Westville
 1035 Brogway
 Westville, NJ 08093

April 25, 2011
 Invoice No: 24278

Project Manager Norman Rodgers III
 Project 2438 Tax Map Revisions for Revaluation
Professional Services for the Period: March 06, 2011 to April 02, 2011

Billing Group CPM Tax Maps Revisions for Revaluation

Professional Services for this Period Includes:

- Prepare Tax Map Revisions per state review

| Task | 1.0 | Research & Revisions | | Bill Hours | Bill Rate | Amount |
|-----------------|-----------|----------------------|--|------------|-------------------|-------------------|
| Grant, Adam | 3/19/2011 | | | 1.00 | 65.00 | 65.00 |
| Kulik, Margaret | 3/7/2011 | | | 5.00 | 90.00 | 450.00 |
| Kulik, Margaret | 3/8/2011 | | | 4.00 | 90.00 | 360.00 |
| Kulik, Margaret | 3/9/2011 | | | 6.00 | 90.00 | 540.00 |
| Kulik, Margaret | 3/10/2011 | | | 6.00 | 90.00 | 540.00 |
| Kulik, Margaret | 3/11/2011 | | | 6.00 | 90.00 | 540.00 |
| Kulik, Margaret | 3/15/2011 | | | 4.00 | 90.00 | 360.00 |
| Kulik, Margaret | 3/16/2011 | | | 5.50 | 90.00 | 495.00 |
| Kulik, Margaret | 3/17/2011 | | | 6.00 | 90.00 | 540.00 |
| Kulik, Margaret | 3/18/2011 | | | 6.00 | 90.00 | 540.00 |
| Kulik, Margaret | 3/21/2011 | | | 3.00 | 90.00 | 270.00 |
| Kulik, Margaret | 3/22/2011 | | | 6.00 | 90.00 | 540.00 |
| Kulik, Margaret | 3/23/2011 | | | 5.50 | 90.00 | 495.00 |
| Kulik, Margaret | 3/24/2011 | | | 4.50 | 90.00 | 405.00 |
| Kulik, Margaret | 3/25/2011 | | | 3.00 | 90.00 | 270.00 |
| Totals | | | | 71.50 | | 6,410.00 |
| Total Labor | | | | | | 6,410.00 |
| | | | | | Task Total | \$6,410.00 |

| Task | 999 | Reimbursable | | | |
|------------------------------|-----------------|--------------|------------------|--------------|--------------|
| Reimbursable Expenses | | | | | |
| Federal Express | | | | | |
| 3/28/2011 | Federal Express | | Sue Davison-NJDT | 19.47 | |
| Total Reimbursables | | | | 19.47 | 19.47 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

| | | | |
|---------|------|---------|-------|
| Project | 2438 | Invoice | 24278 |
|---------|------|---------|-------|

| | |
|------------|---------|
| Task Total | \$19.47 |
|------------|---------|

| | | | |
|-------------------|----------|----------|-----------|
| Contract | Current | Prior | To-Date |
| Total Billings | 6,429.47 | 6,897.00 | 13,326.47 |
| Contract Maximum | | | 13,930.00 |
| Remaining Balance | | | 603.53 |

| | |
|---------------------|------------|
| Billing Group Total | \$6,429.47 |
|---------------------|------------|

| | |
|------------------------------|------------|
| Total Project Invoice Amount | \$6,429.47 |
|------------------------------|------------|

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 23893 | 1/31/2011 | 1,400.30 |
| 23968 | 2/14/2011 | 1,165.20 |
| 24129 | 3/22/2011 | 3,231.50 |
| Total | | 5,797.00 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

Invoice

Consulting Engineer Services, Inc.
 150 Delsea Dr., Suite 1
 Sewell, NJ 08080
 856-228-2200

William Bittner
 Borough of Westville
 165 Broadway
 Westville, NJ 08093

May 25, 2012
 Invoice No: 26039

Project Manager Norman Rodgers III
 Project 2438 Tax Map Revisions for Revaluation
 Professional Services for the Period: April 22, 2012 to May 19, 2012

Billing Group CPM Tax Maps Revisions for Revaluation

Professional Services for this Period Includes:

- Provide one print set of 12 drawings to Gloucester County Assessor

| | | | | |
|------------------------|--------------------|----------------|-------------------------------------|----------------|
| Task | 999 | Reimbursable | | |
| Unit Billing | | | | |
| Prints-Regular | | | | |
| Tax Maps - 1 set of 12 | | | 30.00 | |
| | Total Units | | 30.00 | 30.00 |
| | | | Task Total | \$30.00 |
| Contract | | Current | Prior | To-Date |
| Labor | | 0.00 | 13,595.00 | 13,595.00 |
| Contract Maximum | | | | 13,930.00 |
| Remaining Balance | | | | 335.00 |
| | | | Billing Group Total | \$30.00 |
| | | | Total Project Invoice Amount | \$30.00 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|------------------|
| 23893 | 1/31/2011 | 1,400.30 |
| 23968 | 2/14/2011 | 1,165.20 |
| 24129 | 3/22/2011 | 3,231.50 |
| 24278 | 4/25/2011 | 6,429.47 |
| 24604 | 6/22/2011 | 599.85 |
| Total | | 12,826.32 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

Invoice

Consulting Engineer Services, Inc.
 150 Delsea Dr., Suite 1
 Sewell, NJ 08080
 856-228-2200

William Bittner
 Borough of Westville
 1035 Broadway
 Westville, NJ 08093

June 22, 2011
 Invoice No: 24604

Project Manager Norman Rodgers III
 Project 2438 Tax Map Revisions for Revaluation
Professional Services for the Period: April 03, 2011 to June 04, 2011

Billing Group CPM Tax Maps Revisions for Revaluation

Professional Services for this Period Includes:

- * Prepare Tax Map Revisions per state review

| Task | 1.0 | Research & Revisions | Bill Hours | Bill Rate | Amount |
|-------------------|----------|----------------------|------------|-----------|-----------------|
| Kulik, Margaret | 4/6/2011 | | 2.00 | 90.00 | 180.00 |
| Kulik, Margaret | 4/7/2011 | | 4.50 | 90.00 | 405.00 |
| Totals | | | 6.50 | | 585.00 |
| Total Labor | | | | | 585.00 |
| Task Total | | | | | \$585.00 |

| Task | 999 | Reimbursable | | | |
|------------------------------|-----------------|---------------------------------|--|--------------|----------------|
| Reimbursable Expenses | | | | | |
| Federal Express | | | | | |
| 5/2/2011 | Federal Express | Sue Davison-NJ Dept of Treasury | | 14.85 | |
| Total Reimbursables | | | | 14.85 | 14.85 |
| Task Total | | | | | \$14.85 |

| Contract | Current | Prior | To-Date |
|-------------------------------------|---------|-----------|-----------------|
| Total Billings | 599.85 | 13,326.47 | 13,926.32 |
| Contract Maximum | | | 13,930.00 |
| Remaining Balance | | | 3.68 |
| Billing Group Total | | | \$599.85 |
| Total Project Invoice Amount | | | \$599.85 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

Project 2438

Invoice 24604

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|-----------|
| 23893 | 1/31/2011 | 1,400.30 |
| 23968 | 2/14/2011 | 1,165.20 |
| 24129 | 3/22/2011 | 3,231.50 |
| 24278 | 4/25/2011 | 6,429.47 |
| Total | | 12,226.47 |

All invoices are due upon receipt. A late charge of 1.5% will be added to any invoice after 30 days.

B1

**RESOLUTION AUTHORIZING A CONTRACT WITH THINK PAVERS
HARDSCAPING, LLC FOR MATERIALS, LABOR, AND INSTALLATION OF ECO
PAVERS, TURF PAVERS OR THEIR EQUIVALENT AT THE GLOUCESTER COUNTY
VETERAN'S CEMETERY FOR A TOTAL CONTRACT AMOUNT OF \$25,000.00**

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supplying and delivery of all materials, labor, and installation of EP Henry Eco Pavers, turf pavers or their equivalent at the Gloucester County Veteran's Cemetery, as per specifications in PD 012-033; and

WHEREAS, after following proper public bidding procedure, it was determined that Think Pavers Hardscaping, LLC with offices at 405 Helms Ave., Swedesboro, NJ 08085 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$25,000.00, as more specifically described in the bid specifications PD 012-033; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds pursuant to C.A.F.#12-08265, which amount shall be charged against budget line item C-04-03-011-310-11203.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is hereby awarded to Think Pavers Hardscaping, LLC, for the hereinabove referenced services for a total contract amount of \$25,000.00; and, that the Freeholder Director and Clerk of the Board be and hereby authorized to execute said contract for the purposes set forth herein above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B1

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
THINK PAVERS HARDSCAPING, LLC**

THIS CONTRACT is made effective the 3rd day of October, 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 **THINK PAVERS HARDSCAPING, LLC**, with offices at 405 Helms Ave. Swedesboro, NJ 08085, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the supplying and delivery of all materials, labor, and installation of EP Henry Eco Pavers, turf pavers or their equivalent at the Gloucester County Veteran's Cemetery, as set forth in PD 012-033; and

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

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

TERMS OF AGREEMENT

1. **TERMS**. Contractor shall commence services upon the County issuing the notice to proceed, and shall complete all work within the period of time set forth in PD 012-033.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 012-033, for a total contract amount of \$25,000.00, for supplying and delivery of all materials, labor, and installation of EP Henry Eco Pavers, turf pavers or equal at the Gloucester County Veteran's Cemetery consistent with Vendor's Bid.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as PD 012-033, which is incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 Bid Specifications identified as PD 012-033, 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable 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.

10. **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.
11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that 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.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **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.
16. **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.
17. **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.
18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as PD 012-033, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 3rd day of October, 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.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

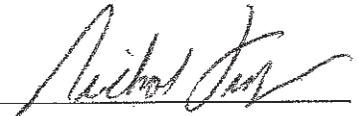
THINK PAVERS HARDSCAPING, LLC

BY: _____

Please Print Name

| | | | | |
|---|---|---|---|---|
| | <p>PD 012-033 Bid Opening 9/6/2012 10:00am SPECIFICATIONS FOR THE SUPPLYING AND DELIVERY OF ALL MATERIALS, LABOR AND INSTALLATION OF EP HENRY ECO PAVERS, TURF PAVERS OR EQUAL AT THE GLOUCESTER COUNTY VETERANS CEMETERY, WILLIAMSTOWN, NJ</p> | <p>VENDOR: Think Pavers Hardscaping LLC 44 Cooper St, Suite 203 Woodbury, NJ 08096 Nicholas Furfari 856 848-1102 856 848-1103 Fax</p> | <p>VENDOR: Fred M. Schiavone Const. Inc. PO Box 416 Malaga, NJ 08328 Roberta M. Schiavone 856 697-4558 856 697-9612 Fax</p> | <p>VENDOR: Bud Concrete Inc. 133 Sewell Rd. Sewell, NJ 08080 Charles Anderson 856 589-2123 856 589-0731 Fax</p> |
| 1 | <p>DESCRIPTION</p> | | | |
| | <p>Labor and materials</p> | <p>\$25,000.00</p> | <p>\$25,305.00</p> | <p>\$26,400.00</p> |
| | <p>Completion Days</p> | <p>5 Days</p> | <p>30 Days</p> | <p>30 Days</p> |
| | <p>Variations: (if any)</p> | <p>2150 SFT of Turf Pavers</p> | <p>None</p> | <p>None</p> |
| | <p>Bid specifications sent to:</p> | <p>Creative Pavers Nature Scope Perfect Touch Landscaping T&W Construction T.C. Landscape Construction</p> | <p>Mid Atlantic BX Prime Vendor Construction Journal Land-Tech Enterprises</p> | <p>Fones LLC Construction Data All Green Turf Management Norenco Construction Services</p> |
| | <p>Based upon the bids received, I recommend Think Pavers Hardscaping LLC be awarded the contract as the lowest responsive, responsible bidder.</p> | | | |
| | | | <p>Sincerely,</p> | |
| | | | <p>Robert J. McErlane Assistant Purchasing Agent</p> | |

SIGNATURE PAGE

SIGNED: 

NAME: Nicholas Ferrari
(PRINTED OR TYPED)

TITLE: President

DATE: 9-10-12

COMPANY: Think Pavers Hardscaping LLC

ADDRESS: 405 Helms Ave.

Sweetserboro NJ 08085

TELE#: 856.832.4680

FAX#: 856.832.4681

To Board of Chosen Freeholders
Of The County of Gloucester

Dear Freeholders:

The undersigned hereby declares that he/she has carefully examined the specifications and proposal form for the above project for which bids were advertised to be opened and read in public on the date as advertised in the legal newspaper for the County of Gloucester at 10:00 AM, local time, at the office of the Purchasing Agent, County Administration Building, 2nd floor, 2 South Broad Street, Woodbury, N.J. 08096.

The successful bidder declares that he/she will contract to furnish all items mentioned in the said specifications in the manner prescribed therein or modified by the supplementary specifications, if any, at the prices specified.

Accompanying this bid is a certified check, cashier's check or bid bond (if required by this bid specification) made payable to the County of Gloucester. The undersigned agrees that this deposit is to be forfeited as liquidated damages, and not a penalty if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract or furnish any other bonds required within the stipulated time. Otherwise said check is to be returned to the undersigned.

Lump Sum Bid: Proposal \$ 25,000⁰⁰ ^{DB}

Completion days: 5 calendar days.

Do you have any exceptions to these specifications?

yes _____ no X

Variations ALSO SF OF TURF DIVERS

RESOLUTION AMENDING THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT BY DECREASING THE TOTAL CONTRACT AMOUNT BY \$1,286.00 FOR PY' 2010

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on September 1, 2010, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2010 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,297,050.00; and

WHEREAS, subsequent Resolutions were adopted increasing the total Contract amount on February 2, 2011 in the amount of \$18,236.00; February 16, 2011 in the amount of \$50,000.00; and April 16, 2011 in the amount of \$35,294.00; and October 5, 2011 decreasing the amount by \$777.00; December 21, 2011 transferring of funds between two federal programs, July 25, 2012 decreasing the amount by \$6,082.00; and September 5, 2012 decreasing the amount by \$58,076.00; and

WHEREAS, due to a decrease in available Workforce Investment Act funds, it is necessary to reduce said contract in the amount of **\$1,286.00**, resulting in the following estimated funds for the grant period July 1, 2010 to June 30, 2011:

| | |
|------------------------------|--|
| WIA Adult | \$ 394,365.00 |
| WIA Youth | \$ 451,732.00 |
| WIA Dislocated Worker | \$ 670,061.00 (671,347.00-1,286.00) |
| Work First NJ | \$1,667,671.00 |
| Workforce Learning Link | \$ 38,500.00 |
| WIA Title II | \$ 58,500.00 |
| WDPP | \$ 18,236.00 |
| Interdepartmental Funds | \$ 35,294.00 |
| Total | \$ 3,334,359.00, and |

WHEREAS, all terms and provisions of the previously executed Contract and subsequent Amendments, with the exception of the total contract amount, will continue in full force and effect.

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 the Contract Amendment and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2010 through June 30, 2011 consistent with 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, October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract
PY 2010 Funds**

| | | | |
|------------------|-------------------|-----------------|--------------------|
| WIB Area: | <u>Gloucester</u> | Plan No. | <u>ET-08-PY-10</u> |
| DUNS # | <u>957362247</u> | Mod No. | <u>7</u> |

| | |
|--|---|
| A. Grant Recipient: (Name & Address) | B. State Grantor/Department |
| <u>County of Gloucester</u> | <u>Harold J. Wirths, Commissioner</u> |
| <u>County Building Box 337</u> | <u>New Jersey Department of Labor and Workforce Development</u> |
| <u>Woodbury, New Jersey 08096</u> | <u>PO Box 055, Trenton, NJ 08625-0055</u> |
| Chief Executive Officer: <u>Robert M. Damming</u> | Contact Person & Telephone #: |
| Legal Entity Status: <u>Public</u> | <u>Jeff Flatley, Acting Director (609) 984-2477</u> |
| Federal Employer ID#: <u>21-6000-660</u> | <u>Division of Workforce Portfolio and Contract Management</u> |

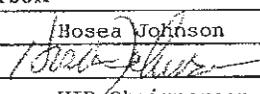
| | |
|--|--|
| C. Local Area Operating Entity: | Work First NJ Operating Entity: |
| <u>Gloucester County Economic Dev.</u> | <u>Same</u> |
| <u>115 Budd Boulevard</u> | |
| <u>West Deptford, New Jersey 08096</u> | |
| Contact: <u>Lisa Morina, Director</u> | Contact: |
| Tel #: <u>856-384-6934</u> | Tel #: |

| D. Funding Levels by Source: | | STATE FUNDS: | |
|------------------------------|--------------------|-----------------------------|-----------|
| WIA / FEDERAL FUNDS: | | | |
| Adult: | 394,365 | Work First NJ: | 1,667,671 |
| Youth: | 451,732 | WIB Admin: | 0 |
| Dislocated Worker: | 670,061 | WDP: | 18,236 |
| DPN Initiative: | 0 | WLL (State Funds): | 38,500 |
| Post TANF Funds: | 0 | Bus. Dev. Initiative | 35,294 |
| WLL (Federal Funds) | 58,500 | Add'l State Funds: | 0 |
| Add'l Federal Funds: | 0 | | |
| Federal TOTAL: | \$1,574,658 | | |
| State TOTAL: | \$1,759,701 | | |
| Contract TOTAL: | \$3,334,359 | | |

The contract period for these funds is July 1, 2010 to June 30, 2011.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

| Accepted & Agreed by the Grant Recipient | Accepted & Agreed by the WIB Chairperson | Accepted & Agreed by Grantor/Department |
|---|---|--|
| Name: <u>Robert M. Damming</u> | Name: <u>Hosea Johnson</u> | Name: <u>Harold J. Wirths</u> |
| Signature: | Signature:  | Signature: |
| Title: <u>Freeholder Director</u> | Title: <u>WIB Chairperson</u> | Title: <u>Commissioner</u> |
| Date: | Date: | Date: |

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO DECREASE THE TOTAL CONTRACT AMOUNT BY \$81,027.00 FOR PY' 2011

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 19, 2011, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2011 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,586,705.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on December 7, 2011 in the amount of \$50,000.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on February 1, 2012 in the amount of \$130,551.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on April 4, 2012 in the amount of \$11,764.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on May 2, 2012 in the amount of \$13,581.00 for a cumulative contract amount of \$3,792,601.00; and

WHEREAS, due to a decrease in the form of Work First NJ funds and Smart STEPS funds, it is necessary to amend said contract in the amount of **\$81,027.00** resulting in the following estimated funds for the grant period July 1, 2011 to June 30, 2012:

| | |
|---|---------------------------------------|
| WIA Adult | \$ 454,965 |
| WIA Youth | \$ 521,754 |
| WIA Dislocated Worker | \$ 756,351 |
| Work First NJ | \$1,872,477 (1,947,084-74,607) |
| Workforce Learning Link | \$ 80,000 |
| Workforce Development Partnership | \$ 14,263 |
| SMART STEPS | \$ -0- |
| WIB Administration (Bus. Dev. Funds) | \$ 11,764 |
| Total | \$3,711,574; and |

WHEREAS, the grant period shall be reflected as July 1, 2011 through June 30, 2012; and

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

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 or their designees are hereby authorized to executed the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2011 through June 30, 2012.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B3

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

| | | |
|------------------------------------|----------------------|------------------------------------|
| WIB Area: <u>Gloucester</u> | PY 2011 Funds | Plan No.: <u>ET-08-PY11</u> |
| DUNS No.: <u>957362247</u> | | Mod No.: <u>5</u> |

A. Grant Recipient: (Name & Address)
County of Gloucester
County Building Box 337
Woodbury, New Jersey 08096
Chief Executive Officer: Robert M. Damminger
Legal Entity Status: Public
Federal Employer ID No.: 21-6000-660

B. State Grantor/Department
Harold J. Wirths, Commissioner
New Jersey Department of Labor and Workforce Development
PO Box 055, Trenton, NJ 08625-0055
Contact Person & Telephone No.:
Jeff Flatley, Acting Director (609) 984-2477
Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:
Gloucester County Economic Dev.
115 Budd Boulevard
West Deptford, New Jersey 08096
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

WorkFirst NJ Operating Entity:
Same
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

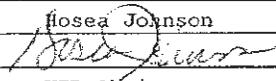
D. Funding Levels by Source:

| <u>WIA / FEDERAL FUNDS:</u> | |
|-----------------------------|--------------------|
| Adult: | 454,965 |
| Youth: | 521,754 |
| Dislocated Worker: | 756,351 |
| BRAC NEG: | 0 |
| Pharma NEG: | 0 |
| Hurricane Irene NEG | 0 |
| Disaster Mini-NEG: | 0 |
| Add'l Federal Funds: | 0 |
| Federal TOTAL: | \$1,733,070 |
| State TOTAL: | \$1,978,504 |
| Contract TOTAL: | \$3,711,574 |

| <u>STATE FUNDS:</u> | |
|--------------------------|-----------|
| WorkFirst NJ: | 1,872,477 |
| WIB Admin: | 11,764 |
| WDP: | 14,263 |
| WLL: | 80,000 |
| SmartSTEPS: | 0 |
| Add'l State Funds | 0 |
| Add'l State Funds | 0 |

The contract period for these funds is July 1, 2011 to June 30, 2012.
Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

| Accepted & Agreed by the Grant Recipient | Accepted & Agreed by the WIB Chairperson | Accepted & Agreed by Grantor/Department |
|---|--|--|
| Name: <u>Robert M. Damminger</u> | Name: <u>Rosea Johnson</u> | Name: <u>Harold J. Wirths</u> |
| Signature: _____ | Signature:  | Signature: _____ |
| Title: <u>Freeholder Director</u> | Title: <u>WIB Chairperson</u> | Title: <u>Commissioner</u> |
| Date: _____ | Date: _____ | Date: _____ |

**RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES
TO PROVIDE PROFESSIONAL PLANNING CONSULTANT SERVICES
FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT
NOT TO EXCEED \$35,000.00**

WHEREAS, there exists a need for the County of Gloucester to contract for the services of a Planning Consultant on behalf of the County's Department of Economic Development as to the performance of Planning Consultant Services; and

WHEREAS, the County requested proposals via RFP 012-046 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 Triad Associates, with offices at 1301 W. Forrest Grove Road, Vineland NJ 08360, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum Contract amount of \$35,000.00 for the period commencing September 1, 2012 and terminating August 31, 2013 pursuant to the proposal submitted by the Vendor; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$35,000.00, pursuant to C.A.F. #12-08567, which amount shall be charged against budget line item T-03-08-612-170-20215; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and Triad Associates for the provision of Planning Consultant services relative to the Community Development and HOME Investment Partnership Program for a minimum contract amount of Zero and a maximum contract amount of \$35,000.00, for the period beginning September 1, 2012 and concluding August 31, 2013; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B4

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
TRIAD ASSOCIATES**

THIS CONTRACT is made this 3rd day of October, 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 **TRIAD ASSOCIATES**, of 1301 W. Forrest Grove Road, Vineland, NJ 08360 (address), hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of Planning Consultant Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as per RFP-012-046, dated July 12, 2012.

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; 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 the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing September 1, 2012 and concluding August 31, 2013. Contractor shall commence services upon the execution of this Contract and shall complete all services within the twelve (12) month term.
2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of the original RFP-012-046, dated July 12, 2012, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract, with the minimum contract amount of zero and a maximum contract amount of \$35,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the county to make any purchase whatsoever.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in Contractor's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the County as per RFP 012-046, which are incorporated in its entirety and made a part of this Contract. Should a conflict occur between this form of contract and RFP 012-046, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

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. The 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 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 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 Vendor'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.

5. 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 the County a copy of all current licenses 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the RFP or bid specifications or proposal documents, whichever 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 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 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 any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the 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 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 damages to which it may be entitled, either at law or in equity.

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 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 Vendor'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.

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

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

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

12. **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.

13. **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.

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

15. **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.

16. **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.

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

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

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract and Contractor's "Qualifications Statement, Qualifications for Professional Services" and/or other proposal documents submitted in accordance with RFP 012-046, dated July 12, 2012, in the amount of \$35,000.00, which is attached hereto and made a part hereof. If there should occur a conflict between this Contract or RFP 012-046 and the Contractor's proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 3rd day of October, 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, 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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TRIAD ASSOCIATES

**GERARD VELAZQUEZ, III,
PRESIDENT/CEO**

SCHEDULE A

Payment Schedule

The services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment. Invoices will be payable consistent with the Contractor's cost proposal below:

Flat rate schedule:

- ♦ Preparation of 2012 Annual Action Plan \$10,800
- ♦ Preparation of 2012 Environmental Review Record \$ 6,120
- ♦ Preparation of 2011 CAPER \$ 7,560

Technical Services Hourly rate schedule:

- ♦ President/Chairman \$175/hour
- ♦ Vice President \$150/hour
- ♦ Technical Advisor \$150/hour
- ♦ Senior Associate \$135/hour
- ♦ Associate \$100/hour

The following services are provided under the technical services component of this contract include, but are not limited to:

- ♦ Preparation and submission of formal USDA Housing Preservation Grant (HPG) application
- ♦ Technical advisory services for administration of HPG
- ♦ Strategy and Application for available grants/funds related to economic and community development
- ♦ Conduct monitoring of Public Services, Housing Rehabilitation and Labor Compliance Files, and other programs as needed
- ♦ Assist with contract/labor standard compliance
- ♦ Provide HOME/Subsidy layering analysis
- ♦ Develop and Implement IDIS Training and Technical Assistance component
- ♦ Amendments to Action Plan including change of projects/activities
- ♦ Strategies for implementing current funding sources
- ♦ Provide General Technical Services as required

Schedule B

Scope of Services

The Planning Consultant shall provide services including but not limited to:

- Develop an inventory of State, Federal, and private resources which can assist the County and participating Urban County Municipalities in their overall program planning for community development;
- Act as an agent on behalf of the County and the participating Urban County Municipalities in the pursuit of State, Federal and private funds that may assist in the expansion of the Urban County Community Development Program;
- Provide extensive housing and community development consulting services to the County and participating Urban County Municipalities, which shall include:
 - Working with lenders in considering a County-sponsored Housing and Community Development Program that involves public and private funding, resulting in below-market blended interest rates for community development activities;
 - Internal Monitoring of municipal and project files to ensure compliance with HUD Single Audits
 - Technical Assistance with reporting requirements related to IDIS
- Assist the County in developing new and specific programs and projects to be executed with the available financial resources for community development activities;
- Provide continuing technical assistance in addressing noise impact on rehabilitation and construction projects;
- Provide technical and administrative assistance for municipal and special projects, which may include attendance at project pre-construction meetings.
- Provide consulting services regarding program administration.
- Provide training to County staff and sub grantees on CDBG and HOME programs.
- Assist the County in project review, project feasibility studies, and other specific project related activities.
- Assist the County in program monitoring of sub grantees and HUD programmatic monitoring.
- Provide technical assistance to sub grantees on program related issues.
- Provide technical assistance to the County for any amendments of its Five-Year Consolidated Plan for the Urban County participating municipalities in accordance with applicable HUD guidelines, regulations and statutes. The County will coordinate and schedule all public hearings and will provide representation from the Community Development office at the respective hearings. The Consultant will also participate in the public hearings so as to be properly apprised of Community Development, housing, and economic development issues that may arise through the public hearing process.
- Preparation of 2012 Annual Action Plan
- Preparation of 2012 Environmental Review Record
- Preparation of 2011 Caper
- Conduct monitoring of Public Service, Housing Rehabilitation and Labor Compliance Files
- Assist with contract/labor standard compliance
- Provide Home/Subsidy layering analysis
- Provide General Technical Services as requested
- Develop and implement IDIS Training and Technical Assistance component

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-046 Planning Consultant - TRIAD

| EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted. | SCORE |
|---|-------|
| <p>A. Proposal contains all required checklist information <u>5</u> points All required documentation submitted.</p> | 5 |
| <p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Over 40 years experience in this field with a proven track record. HUD, CDBG, HOME and HFMA are all housing related programs that meet State and Federal requirements. <u>25</u> points</p> | 24 |
| <p>C. <u>Relevance and Extent of Similar Engagements performed</u> Many projects listed. Vendor has extensive County experience. Also they are our current vendor for this service. <u>25</u> points</p> | 24 |
| <p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Thoroughly understands CDBG requirements and has IDIS training. <u>25</u> points</p> | 23 |
| <p>E. Reasonableness of Cost Proposal 175.00 President / 150.00 Vice President / 150.00 Technical Advisor / 135.00 Senior Associate <u>20</u> points</p> | 19 |
| <p>TOTALS</p> | 95 |

**RESOLUTION AUTHORIZING A CONTRACT WITH KERNAN
CONSULTING ENGINEERS TO PROVIDE PROFESSIONAL HOUSING
INSPECTOR/ENGINEER SERVICES FROM SEPTEMBER 1, 2012 TO
AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$50,000.00**

WHEREAS, there exists a need for the County of Gloucester to contract for the services of a Housing Inspector/Engineer on behalf of the County's Department of Economic Development as to the performance of Housing Inspector/Engineering Services; and

WHEREAS, the County requested proposals via RFP 012-047 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 Kernan Consulting Engineers, with offices at 935 Kings Highway, Suite 100, Thorofare, NJ 08086, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of Zero and a maximum Contract amount of \$50,000.00 for the period commencing September 1, 2012 and terminating August 31, 2013 pursuant to the proposal submitted by the Vendor; and

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$50,000.00, pursuant to C.A.F. #12-08566 which amount shall be charged against budget line item T-03-08-612-170-20217; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and Kernan Consulting Engineers for the provision of Housing Inspector/Engineer services relative to the Community Development and HOME Investment Partnership Program for a minimum contract amount of Zero and a maximum contract amount of \$50,000.00, for the period beginning September 1, 2012 and concluding August 31, 2013; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, October 3, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DIELLA, CLERK

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
KERNAN CONSULTING ENGINEERS**

THIS CONTRACT is made effective this 3rd day of October, 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 **KERNAN CONSULTING ENGINEERS**, of 935 Kings Highway, Suite 100, Thorofare, New Jersey, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for the services of a Housing Inspection/Engineering Services for its Owner Occupied Rehabilitation Program funded by the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as per RFP-012-047, dated July 12, 2012; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; 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.

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**. The term of the contract shall be for the period commencing September 1, 2012 and concluding August 31, 2013. Contractor shall commence services upon the execution of this Contract and shall complete all services within the twelve (12) month term.

2. **COMPENSATION**. Contractor shall be compensated pursuant to and subject to all terms and provisions of the original RFP-012-047, dated July 12, 2012, and/or in accordance with Schedule A attached hereto and incorporated into and made part of this Contract, with the minimum contract amount of zero and a maximum contract amount of \$50,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in Contractor's Qualifications Statement and/or Scope of Services attached hereto as Schedule B, and in accordance with the specifications of the County as per RFP-012-047, which are incorporated in its entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP-012-047, this contract shall prevail.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

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

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 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.

5. **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 the County a copy of all current licenses 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 the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents and/or subcontractors.

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

A. Pursuant to the termination provisions set forth in the RFP or bid specifications or proposal documents, whichever 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 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 damages to which it may be entitled, either at law or in equity.

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 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.

9. **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 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.

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

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

12. **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.

13. **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.

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

15. **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.

16. **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.

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

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

19. **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.

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

21. **CONTRACT PARTS.** This Contract consists of this Contract and Contractor's "Qualifications Statement, Qualifications for Professional Services" and/or other proposal documents submitted in accordance with RFP-012-047 in the amount of \$50,000.00, which is attached hereto and made a part hereof. If there should occur a conflict between this Contract or RFP-012-047 and the Contractor's proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 3rd day of October, 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, 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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

KERNAN CONSULTING ENGINEERS

J. TIMOTHY KERNAN, PRESIDENT

SCHEDULE A

Payment Schedule

Consistent with the Cost proposal submitted with Vendors response to the RFP, the services provided under this agreement shall be paid for monthly by the County, payable after the services are completed and the invoice is submitted and approved by the County. Purchasing will then match the invoice with the voucher, receiving report and purchase order. After all paperwork is reviewed the voucher will be prepared for payment.

Cost for the rehabilitation inspection/engineering services of one (1) unit: \$820 per unit

| | |
|--|--------------|
| 1. Appointment and initial site inspection with homeowner | \$340 |
| 2. Work write-up in bid spec format plus photos | \$340 |
| 3. Provide construction administration with maximum of two (2) site visits which includes final inspection | <u>\$140</u> |
| | \$820 |

- ♦ Work write-up shall be separated into bid spec format (roof, heater, electrical, plumbing).
- ♦ Submissions shall give a conclusive per unit cost
- ♦ Construction administration required beyond the two (2) site visits quoted will be billed as an additional charge of \$140 per site visit.

Schedule B Scope of Services

Housing Inspection and Engineering Services for its Owner Occupied Rehabilitation Program. The Owner Occupied Rehabilitation Program provides direct financial assistance to low and moderate income households for housing rehabilitation. Upon direction by the County, the Housing Inspector/Engineer shall, with approval by the County, Property Owner, and the Local Building Code Official, perform the following services:

- Inspect designated property within 10 working days of receiving request.
- Create detailed work write-ups with associated estimated construction costs;
- Provide construction administration as needed to ensure quality of work by construction contractor which may include additional site visits.
- Final inspections must be made within five working days of receiving write up request.
- Approve contractor requisitions for payment.
- Site visits and work write-ups for emergency rehabs must be completed within 48 hours of notification.
- All non-emergency project work write-ups must be submitted within two weeks of notification.
- “Before” and “After” pictures to be taken of Project and submitted to the Community Development Office. Additional photos required for compliance with State Historical Preservation Office (SHPO) for structures over 50 years old.

A 1% monetary penalty will be assessed for every day beyond the 10 day (initial inspection) or 5 day (final inspection) work write up request.

In inspecting and providing work write-ups indicating items that need repair, the Housing Inspector and/or Engineer must ascertain that the following standards and codes are enforced to ensure housing quality:

1. The Housing Quality Standards (HQS) for the Section 8 Existing Housing Program of the U.S. Dept. of Housing and Urban Development including Lead-based paint requirements;
2. The BOCA (Building Offices and Code Administrators) Building and Housing Property Maintenance Code;
3. The Uniform Construction Code of the State of New Jersey;
4. The Cost Effective Energy Conservation and Effectiveness Standards;
5. Other applicable local codes, rehabilitation standards, or ordinances.

The County estimates that it will provide assistance for the rehabilitation of approximately 60 housing units during a designated 12 month period.

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-047 - Housing Inspection Services – J. Timothy Kernan

| EVALUATION FACTORS | | SCORE |
|--|---|-----------|
| Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted. | | |
| A. | Proposal contains all required checklist information _____ <u>5</u> _____ points All required documentation submitted. | 5 |
| B. | <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Very experienced in this field. Current vendor with qualified professionals. _____ <u>25</u> _____ points | 22 |
| C. | <u>Relevance and Extent of Similar Engagements performed</u> Vendor listed many similar jobs. Vendor also has a proven performance. _____ <u>25</u> _____ points | 24 |
| D. | <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan submitted shows proven performance with proven accessibility. _____ <u>25</u> _____ points | 24 |
| E. | Reasonableness of Cost Proposal Fees for services listed are 820.00 per unit. _____ <u>20</u> _____ points | 17 |
| TOTALS | | 92 |

BLE

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY TO MANAGE A TENANT BASED RENTAL ASSISTANCE PROGRAM FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$80,000.00

WHEREAS, the County of Gloucester ("County") recognizes the need to provide Tenant Based Rental Assistance (TBRA) to County residents who require such services; and

WHEREAS, the Housing Authority of Gloucester County ("Authority"), located in the County of Gloucester, has the capability of assisting qualified clients in their efforts to locate affordable housing and to apply for Section Eight funding; and

WHEREAS, the County of Gloucester through the Department of Economic Development/CDBG/HOME has funding available to assist with rental payments on behalf of said qualified clients, which can be utilized for the client's rental payments during the period pending approval of Section Eight vouchers, etc.; and

WHEREAS, the County is willing to enter into an agreement with the Housing Authority of Gloucester County relative to the management and administration of Tenant Based Rental Assistance to qualified clients, and shall reimburse the Authority for rental payments made on behalf of eligible clients awaiting Section Eight vouchers plus 10% of the processing cost which shall be paid to the Authority as administrative costs; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

WHEREAS, the Agreement shall be for an amount not to exceed \$80,000.00, for a term commencing September 1, 2012 and terminating August 31, 2013; and

WHEREAS, notwithstanding the status of this Shared Services as open-ended, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$80,000.00, pursuant to C.A.F. #12-08565, which amount shall be charged against budget line item T-03-08-712-170-21285.

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 be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Housing Authority of Gloucester County for the management and/or administration of the TBRA program as referenced hereinabove for the period September 1, 2012 to August 31, 2013 in an amount not to exceed \$80,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, October 3, 2012 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DIELLA, CLERK

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

HOUSING AUTHORITY OF GLOUCESTER COUNTY

**REGARDING THE ADMINISTRATION AND MANAGEMENT OF A
TENANT BASED RENTAL ASSISTANCE PROGRAM**

Dated: October 3, 2012

*Revised by: Emmett E. Primas, Jr.,
Assistant County Counsel*

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Interlocal Services Agreement"), dated **October 3, 2012**, by and between the **Housing Authority of Gloucester County**, (referred to as "Local Unit") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County"), through its Department of Economic Development/CDBG.

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;
2. The Housing Authority of Gloucester County ("Local Unit") is an Authority of the County of Gloucester located at 100 Pop Moylan Boulevard, Deptford, New Jersey ;
3. The County through the Department of Economic Development/CDBG/HOME desires to enter into an Agreement with the Local Unit for the administration of the County's Tenant Based Rental Assistance Program (TBRA).
4. N.J.S.A. 40A:65-1 et seq., provides a mechanism through which Counties and Municipalities may enter into an agreement for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF PROJECT AND SERVICES.

The Project for purposes of this Agreement shall consist of the administration of the County's Tenant Based Rental Assistance Program (TBRA) by the Local Unit. The Gloucester County Division of Social Services (DSS) shall refer eligible welfare clients to the Housing Authority (Local Unit), who will thereafter provide assistance in an effort to locate affordable housing. The County of Gloucester, through the Department of Economic Development/Community Development Block Grant/HOME Program will provide rental payments through the TBRA program to said clients until Section Eight vouchers become available. The Local Unit shall manage the TBRA program to ensure rental payments are made on behalf of the qualified clients.

B. LOCAL UNIT RESPONSIBILITIES.

The Local Unit will:

1. Consistent with all applicable laws, including but not limited to 24 CFR 92.209, provide rental assistance to eligible clients referred by the Division of Social Services.
2. Assist with said client's application for Section Eight vouchers and/or funding.

3. Be responsible for administration of the TBRA program funds from the County of Gloucester, Department of Economic Development/HOME during the period Section Eight vouchers are pending.

C. PAYMENT.

1. **Reimbursement.** County shall make payment to the Local Unit as reimbursement for rental payments made on behalf of eligible clients awaiting Section Eight vouchers, plus 10% of the cost of processing said rental payments, which shall be paid to the Local Unit as administrative costs.
2. **Reporting Requirements.** On a monthly basis, the Housing Authority will submit a request for payment to the Department of Economic Development Executive Director for rents paid on behalf of eligible clients plus a 10% administrative charge. Each request for reimbursement will contain required information on income eligibility for each client served. The agency shall maintain separate accounts and records adequate to identify costs pertaining to the agreement. These records shall include leases between the agency and landlord, inspection reports and disbursement data to the landlords. These records shall be made available for audit purposes and shall be retained for a period of three (3) years following expiration of this agreement, unless otherwise stipulated by the County.
3. **Estimated Costs.** Consistent with the requirements of **N.J.S. 40:8A-6a(3)**, the parties hereby estimate that the total cost of the services to be provided by the Local Unit shall be in the amount of \$80,000.00.

D. DURATION OF AGREEMENT AND CONTINGENCIES.

This Agreement shall be effective for the period commencing **September 1, 2012** and terminating **August 31, 2013**.

TBRA programs must adhere to applicable uniform administrative requirements of the HOME program as described in 24 CFR 92.505 as well as OMB circular A 87 and OMB circular 133. This Agreement is contingent upon Local Unit's compliance with all rules, regulations and conditions as set out herein, and as set forth by the Department of Housing and Urban Development, Home Investment Partnership Program.

This Agreement is contingent upon the availability of HOME funds to the County of Gloucester. The Local Unit understands and acknowledges that in the event extenuating circumstances beyond the County's control may affect the availability of funds, it shall thereby affect availability to the Local Unit and render this Agreement null and void.

County may, by Resolution, on 90 days' notice to the Local Unit, terminate this agreement, in which event the parties shall have no further obligation to each other.

E. SET-OFF.

Should Municipality either refuse or neglect to perform the service that Municipality is required to perform in accordance with the terms of this Agreement, and if expense is

incurred by County by reason of Municipality's failure to perform, then and in that event, such expense shall be deducted from any payment due to Municipality. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority to the County by the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

Neither County nor any Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of performing the obligations of the County pursuant to the Agreement.

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

G. INDEMNIFICATION OF COUNTY.

- (a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.
- (b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
- (c) The County and Local Unit agree as follows:
 - (i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit shall give an authorized County

representative prompt written notice of the filing of each such claim and the institution of each such suit or action;

- (ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

H. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, the Local Unit shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall determined to be reasonably required. The Local Unit shall be obligated to pay for the cost of all such insurance as a component of the Costs of the Project.

J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Interlocal Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

K. NO PERSONAL LIABILITY. No covenant, condition or agreement contained in this Interlocal Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Interlocal Services Agreement shall be liable personally on this Interlocal Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Interlocal Services Agreement.

L. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the County, the Local Unit and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Interlocal Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

M. EFFECTIVE DATE. This Agreement shall be effective as of the **January 1, 2012**, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

**ROBERT M. DAMMINGER
DIRECTOR**

ATTEST:

**HOUSING AUTHORITY OF
GLOUCESTER COUNTY**

**By:
Title:**