

**Project Workplan**

**Victims of Crime Act (VOCA) Grant Program**

Project Name: Gloucester County SART/SANE

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Professional cross training for SART Attorney General's Standard for providing Services to Victims of Sexual Assault	Training for law Enforcement, detectives, SERV, SANE, Emergency Department	2012-2013 Monthly	Eileen Caraker Audrey Curwin Gina Ridge
Law Enforcement	SART training Police Academy	2012-2013 Monthly	Eileen Caraker Gina Ridge
SART training to Emergency Department	Training/education to Emergency Dept RN	2012-2013 Monthly	Eileen Caraker
Continuing education SANE	Review SANE clinical practice	2012-2013 Monthly	Eileen Caraker
Training Rape Care Advocate	Training for new advocates	2012-2013 Bi-annually	Eileen Caraker Gina Ridge
Participate in Rowan Sexual Violence Awareness Comm.	Develop guide, education, training for law enforcement, safety officers, RA, professors, staff, develop website title 9 addressing sexual violence awareness	2012-2013 Monthly	Eileen Caraker Gina Ridge Committee Rowan

Objective	Activity	Projected Start-up & Completion Dates (Do not use on-going)	Person Responsible
Collaborate on the Sexual Assault Coalition for Gloucester, Camden, Cumberland	Attend Bi-annual meetings to develop outreach education for community on SART resources	2012-2013 Bi- annual	Eileen Caraker Gina Ridge Kris Gallagher
Evaluate protocol of SA victim who request TRO -ED	Coordinate with grantor video- input to Judge for requests of TRO	2012-2013 Quarterly	Eileen Caraker Gina Ridge Mary Zienteck Family court

**MEMORANDUM OF AGREEMENT  
BETWEEN UNDERWOOD-MEMORIAL HOSPITAL AND  
KENNEDY HEALTH SYSTEM  
AND THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE**

The purpose of this memorandum is to state the agreement between Underwood-Memorial Hospital (hereinafter UMH), Kennedy Health System, Washington Township Campus (hereinafter KMH-WTD) and the Gloucester County Prosecutor's Office (hereinafter GCPO) regarding the Gloucester County Sexual Assault Nurse Examiner (hereinafter SANE) Program.

1. County Prosecutor Sean F. Dalton designates UMH and KMH-WTD as Gloucester County SANE facilities. This agreement is effective for a one (1) year term beginning October 1, 2012.
2. The purpose of the SANE Program is to establish a specialized program for the examination and treatment of sexual assault victims.
3. The Gloucester County SANE Program is headed by the Gloucester County Prosecutor. The SANE Program will be supervised by an Advisory Board consisting of a representative of the Office of the Attorney General of the State of New Jersey, the Gloucester County Prosecutor or his designated representative, a representative of the Office of Victim/Witness Advocacy of the GCPO, the Gloucester County SANE Program Coordinator, a representative from UMH, a representative from KMH-WTD, and a representative from Services Empowering the Rights of Victims (SERV).
4. UMH and KMH-WTD agree to provide separately designated areas at UMH and KMH-WTD for forensic medical examination. These services will be available twenty-four hours a day, seven days a week. UMH and KMH-WTD will permit the use of these facilities by approved professional registered nurses, nurse practitioners or clinical specialists licensed in New Jersey. These nurses will have completed a forty contact hour American Nurse Credentialing Center (ANCC) approved SANE training program, and any other laws or regulations adopted regulating the practice and training of forensic nurse sexual assault examiners. These nurses will have certification from the Board of Nursing in the specialty of Forensic Nursing – Certified Sexual Assault (FN-CSA). UMH and KMH-WTD will also require these nurses to successfully complete an orientation program in order to staff this program.
5. The hospital will prepare and maintain a medical record for every patient who presents at the hospital seeking medical evaluation and/or treatment, as required by N.J.S.A. 26:8-5. The hospital will maintain the confidentiality of all medical records created as a result of a forensic medical examination and will use its best efforts to ensure that such records are not generally available for review by hospital employees unless the individuals in question are involved in the treatment of a particular patient who has received a forensic medical examination.

6. It is agreed that the SANE nurses will work cooperatively with the state recognized rape care advocacy group, SERV, as well as the Office of the Victim/Witness Advocacy of the GCPO, and the investigating law enforcement officer(s). This multidisciplinary crisis response team approach is termed Sexual Assault Response Team (SART). The SART will assist with the medical, emotional, informational, and evidentiary needs of the victim. Communications with the components of the SART will be initiated only after receiving the patient's consent to do so.
7. The hospital shall provide, to all patients who present, a medical screening examination and any required treatment in accordance with the requirements of the Emergency Medical Treatment and Labor Act (EMTALA) (42 USC Sec. 1395dd), unless the patient affirmatively declines such medication examination and/or treatment in writing. It is agreed that the Gloucester County SANE Program will refer those cases involving injury or disease beyond the scope and training of the nurse examiner to physician treatment in the emergency department, or other appropriate treatment in the hospital, which shall be UMH's and KMH-WTD's facilities if circumstances permit.
8. All sexual assault victims in Gloucester County will be given the choice of UMH or KMH-WTD's Emergency Department outpatient treatment facilities for forensic medical examination and treatment.
9. All sexual assault victims in Gloucester County will be examined in the respective emergency department consistent with the requirements of EMTALA as specified in paragraph 7 above.
10. Notwithstanding the foregoing in paragraphs 8 and 9 above, the hospital may provide medical treatment to patients in any age category, as provided by N.J.S.A. 26:2H-12.8.
11. It is agreed that the GCPO will compensate the SANE nurses for each forensic medical examination and on-call pay as outlined in the Compensation Schedule. UMH and KMH-WTD agree that there will be no patient or other third party billing for these services.
12. The SANE nurses will be paid by the GCPO from grant funding sources and will be compensated as agreed in Purchase of Service Agreement between themselves and the GCPO and/or UMH and KMH-WTD.
13. SANE nurses shall maintain professional liability insurance, at their own expense, and provide proof of such coverage to SANE Coordinator upon request.

14. Should any statement in this agreement be inconsistent with the Sexual Assault Standards and Protocols issued by the Office of the Attorney General of the State of New Jersey, then the Sexual Assault Standards and Protocols shall be deemed to take precedence over this agreement.
15. Parties to this agreement may elect to terminate the agreement, with or without cause, after providing sixty (60) days written notice to all other parties. Such notice shall be transmitted by the United States Postal Service, via certified, return receipt mail.

Signed:



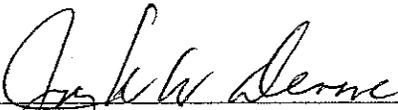
Sean F. Dalton  
Gloucester County Prosecutor

Dated: 10/22/12



Eileen K. Cardile, RN, MS, CNA  
President and Chief Executive Officer  
Underwood Memorial Hospital

Dated: 10-15-12



Joseph W. Devine,  
Senior Vice President  
Administration and External Relations  
Kennedy Health System

Dated: 10/2/12

cc: Eileen Caraker, RN., Gloucester County SANE Program Coordinator

**SEXUAL ASSAULT NURSE EXAMINER COORDINATOR  
SEXUAL ASSAULT TEAM COODINATOR  
JOB DESCRIPTION**

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**JOB TITLE:** SEXUAL ASSAULT NURSE EXAMINER COORDINATOR  
SEXUAL ASSAULT TEAM COORDINATOR

**REVISED DATE:** May 2010

**MAIN FUNCTION:** The Sexual Assault Nurse Coordinator will supervise the Sexual Assault Nurse Examiners. He/ She will have overall responsibility to insure the standards for providing services to survivors of sexual assault are upheld.

The Sexual Assault Response Team Coordinator will coordinator the Sexual Assault Response Team  
**REPORTS TO:** Gloucester County Prosecutor's Office

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**CONTACTS:** Hospital Administration, Sexual Assault Nurse Examiners, Nurses, Physicians, County prosecutor, Victim advocacy agencies, Rape Care Advocates, law enforcement officers, patients and families.

**EDUCATION:** Graduate of an NLN accredited Nursing Program, Completion of Sexual Assault Examiner Education Program. Current New Jersey Registered Nurse license.

**EXPERIENCE:** Clinical experience within the last three years:

- Sexual Assault Nurse Examiner
- Physical and clinical assessment skills
- Experience in crisis intervention preferred
- Experience in the care of sexual assault victims
- Emergency experience preferred

**PHYSICAL DEMANDS:** Moderate physical effort.

**WORKING CONDITIONS:** Works out of Emergency Department (ED), may be exposed to unpleasant conditions and environment.

**HAZARDS:** May be exposed to communicable diseases and electrical hazards.

**Sexual Assault Nurse Examiner Coordinator  
Sexual Assault Response Team Coordinator**

**ESSENTIAL DUTIES & RESPONSIBILITIES:**

- \* Functions as the Sexual Assault Response Team Coordinator
- \* Supervise and direct Sexual Assault Nurse Examiners
- \* Enhance, develop and implement patient, community and law enforcement educational programs.
- \* Enhance, develop and implement community awareness programs.
- \* Facilitator in Sexual Assault Response Team meetings and committees.
- \* Orientation Sexual Assault Nurse Examiners.
- \* Complete performance appraisals on Sexual Assault Nurse Examiners.
- \* Insure program is operating in accordance with mandatory regulations.
- \* Insure program is meeting the standards set forth by the Division of Criminal Justice.
- \* Attends Sexual Assault Nurse Examiners Coordinator Council and Sexual Assault Response Team Coordinators meetings, Trenton N.J.
- \* Completes process improvement report quarterly.
- \* Maintains patient activity log, administrative records /statistics
- \* Liaison with hospital
- \* Arrange for / provides training of SANE nurses
- \* Monitor function of Sexual Assault Response Team on a continual basis.
- \* Insures coordination with Law enforcement officer, Rape Care Advocacy, Victim Witness and Sexual Assault Nurse Examiners.
- \* Authorize expenditure of funds for services in scope of grant.
- \* Maintain applicable financial records.

# Curriculum vitae

*Eileen Caraker, MSN, RN, FN-CSA  
SANE-A, SANE-P  
P.O. Box 623  
Woodbury, NJ 08096  
856-384-5555  
[ecaraker@co.gloucester.nj.us](mailto:ecaraker@co.gloucester.nj.us)*

## **EMPLOYMENT HISTORY:**

### **Gloucester County Prosecutors' Office – January 2000 to Present**

- Sexual Assault Response Team (SART) Coordinator- Responsible for coordinating SART services from multidisciplinary team
- Sexual Assault Nurse Examiner (SANE) Coordinator- responsible for supervising 12 Forensic Nurses, clinical, financial and programmatic aspects of program
- Forensic Nurse Examiner
- Grant Manager

### **Gloucester County Prosecutors' Office – 1999-2004**

- Multidisciplinary Team Coordinator (created MDT review team in GC) Child Abuse Unit  
Responsible for conducting meeting including law-enforcement, victim witness, DYFS, Prosecutor, Center Children Support to review new and ongoing cases to assure services are in place for child victim and family.

### **Underwood- Memorial Hospital – 1995- 2001**

- Nurse Educator, Emergency Department- Responsible for orientation , continuing education, standards of care for the Emergency Department Critical care education
- **SANE Coordinator- 1997-present**  
Coordinated sexual assault response team, coordinate SANE nurses, provide education ED, SANE Law-enforcement, Prosecution

### **Underwood- Memorial Hospital – 1994-1995**

- Emergency Department Nurse- Responsible for care of patients in Emergency department across the life span

### **Summit Surgical Center- 1990 -1994**

- Nurse Manager Recovery Room
- Responsible patient care, education staff, scheduling, police & procedures

### **Haddon Oral Surgeons- - 1988-1990**

- Administered sedation to patients during oral surgery, manage clinical staff
- Responsible, monitoring, administering and recovering patient from surgery

**EDUCATION:**

- **Master of Science in Nursing** – 2000- 2012  
**MSN- Nursing Education**  
Wilmington University  
Wilmington Delaware  
Leadership track – Nurse Educator  
Candidate for graduation 8/12
  
- **Bachelor of Science in Nursing** – 1987-1992  
LaSalle University  
Philadelphia Pa
  
- **Diploma Nursing RN / Ass. Science-** 1983-1986  
Helene Fuld School of Nursing  
Camden County College
  
- **Sexual Assault Nurse Examiner Course** - 1997  
University of Pennsylvania
  
- **Sexual Assault Nurse Examiner Course** - Aug 17-21 2000  
Adult, Adolescent, Pediatric Aug 14-18, 2000  
Office of Attorneys General – Texas  
Certification: SANE-A, SANE-P

➤ **LICENSURE:**

Registered Professional Nurse  
State of New Jersey  
Division of Consumer Affairs  
Board of Nursing

Forensic Nurse –CSA (Certified Sexual Assault)  
State of New Jersey  
Division of Consumer Affairs  
Board of Nursing

### **CERTIFICATIONS:**

- Forensic Nurse Certified in Sexual Assault FN-CSA  
State of New Jersey  
Division of Consumer Affairs  
NJ Board of Nursing
- National Certification SANE P (pediatric)  
International Association of Forensic Nurses
- National Certification SANE A (adult, adolescent)  
International Association of Forensic Nurses
- Intravenous Insertion and Therapy Certification
- Basic Life Support and re-certification as necessary
- Critical Care Certification
- Dysrhythmia Certification
- I.V. Certification
- Advanced Cardiac Life Support
- Basic Life Support
- Basic Life Support Instructor
- Capillary Blood Glucose Instructor
- Emergency Pediatric Course
- Emergency Pediatric Nurse Course Instructor
- Trauma Nursing Core Course

### **TEACHING/ PRESENTATIONS:**

- Instructor The College of NJ - SANE course, clinical surrogate
- Instructor Gloucester County College- SANE course, clinical surrogate
- Instructor Wilmington University SART  
The SART/SANE Model
- Instructor Gloucester County Police Academy Police Officers  
monthly certification -law- enforcement SART
- Instructor Gloucester County Police Academy Recruits  
law- enforcement SART
- Instructor- Underwood- Memorial Hospital Nurses monthly in-service -  
SART, DV, Child abuse
- Instructor- Kennedy- Memorial Hospital Nurses in-service -SART, DV,  
Child abuse
- Instructor Rape care advocate program quarterly orientation

The SART/SANE Model

- Instructor Gloucester County prosecutor Office Conference – Domestic Violence – law-enforcement
- Video- STOP Violence against women grant
- Video- Rowan University “It’s not OK”
- Video Rowan University “SART”
- Video Rowan University “It’s not OK II”

**COMMITTEE MEMBERSHIP:**

- Governor Advisory Council against Sexual Violence current
- Gloucester County Coalition Against Sexual Violence current
- New Jersey Forensic Nurse Educator Comm. current
- Sexual Assault Nurse Examiner Coordinator DCJ current
- NJ Sexual Assault Evidence Kit revision current
- NJ Drug Facilitated Sexual Assault kit revision current
- Case review- Quality assurance current
- Coalition for Prevention & Education of Sexual Violence current
- Gloucester County Domestic Violence Working Group current
- DYFS Advisory Board current
- Member MDT – Child abuse team current
- Research Nursing Council – Underwood-Memorial current
- Created MDT - Coordinator MDT Gloucester County past
- Advisory Board Missing and Abused Children past
- Board of Director NJ International Ass. of Forensic Nurses past
- Gloucester County Save the Children Task Force past

- Attorney General Coordinating Council DCJ past
- Attorney General Standard for Providing Services to Victims of Sexual Assault- Revision sub-comm. past
- Emergency Nurses Association past

**PROFESSIONAL MEMBERSHIPS:**

- International Association of Forensic Nurses (IAFN)
- New Jersey Chapter of the IAFN (NJIAFN)
- New Jersey Association of Forensic Scientists (NJAFS)
- New Jersey Chapter of the IAFN
- American Professional Society of the Abuse of Children (APSAC)
- Sigma Theta Tau International- Honor Society

**AWARDS AND ACHIEVEMENTS:**

- 2012 Women of Achievement -Gloucester County Commission for Women and the American Association of University Women of Greater GC
- Sigma Theta Tau International Member- Nursing Honor Society
- Service Empowering Right of Victims- Service award for Victims of Violence
- Trial Expert Witness for Sexual Assault Case Gloucester and Camden County

**CONTINUING EDUCATION:**

Sexual Assault Nurse Examiner Course – Nov 10-12, 1997  
University of Pennsylvania  
(27.4 contact hours)

Sexual Assault Nurse Examiner Course - Aug 17-21 2000  
Adult, Adolescent Aug 14-18, 2000  
Pediatric, Courtroom  
Office of the Attorney General - Texas  
Certification – Adult, & Pediatric CA/CP SANE

International Association of Forensic Nurses  
8<sup>th</sup> Annual Scientific Assembly – Oct 2000  
(16 contact hours)

International Association of Forensic Nurses

10<sup>th</sup> Annual Scientific Assembly – Oct 9-13, 2002  
Minneapolis, Minnesota  
(17.7 contact hours)  
SART Training Conference  
Second National Conference  
New Orleans, Louisiana May 21-23, 2003  
(14.4 contact hours)

International Association of Forensic Nurses  
11<sup>th</sup> Annual Scientific Assembly – September 24-28, 2003  
Las Vegas Nevada  
(20.3 contact hours)

Division of Criminal Justice  
SANE Training  
Documentation, Narration October 2003  
(3 contact hours)

Division of Criminal Justice  
SANE Training  
Documentation, Narration October 17, 2003  
(3 contact hours)

Division of Criminal Justice  
SANE Training  
Legal Workshop October 24, 2003  
(3 contact hours)

Division of Criminal Justice  
SANE Training  
Forensic Photography October 24, 2003  
(4 contact hours)

MAGLOCLLEN Sixth Annual Sex Crimes Conference – November 18-20, 2003  
Clarion Hotel & Conference Center  
Egg Harbor Township, New Jersey  
(24 contact hours)

University of Pennsylvania  
Forensic Nursing: Where we came from  
School of nursing April 1, 2004  
(9 contact hours)

Clinical Skills Day – April 2004  
The College of New Jersey  
Ewing, New Jersey

(8 contact hours)

Online Predator and Protecting Children  
Burlington, Camden, Gloucester, Prosecutors office  
Burlington County EMS Training November 9, 2004  
(6 contact hours)

MAGLOCLEN Seventh Annual Sex Crimes Conference – November 2004  
Clarion Hotel & Conference Center  
Egg Harbor Township, New Jersey  
(24 contact hours)

MAGLOCLEN Eighth Annual Sex Crimes Conference – November 16-18, 2005  
Clarion Hotel & Conference Center  
Egg Harbor Township, New Jersey  
(24 contact hours)

International Association of Forensic Nurses  
14<sup>th</sup> Annual Scientific Assembly – September 2006  
Vancouver BC Canada  
(35 contact hours)

Special Victim Populations – November 2006  
NJ Chapter of the International Association of Forensic Nurses  
Clarion Hotel & Conference Center  
Egg Harbor, New Jersey  
(6.5 contact hours)

MAGLOCLEN Ninth Annual Sex Crimes Conference – November 15 -17 2006  
Clarion Hotel & Conference Center  
Egg Harbor, New Jersey  
(24 contact hours)

Forensic Odontology – Bite Mark injury – April 2007  
New Jersey IAFN  
Middlesex Fire Academy  
Sayreville, New Jersey  
(2 contact hours)

Sexual Assault: From Crime Scene to the Courtroom – April 2007  
New Jersey Association of Forensic Scientists (NJAFS)  
Atlantic City, New Jersey  
(8 contact hours)

IAFN Regional Symposium – May 2007

NJ State Police Crime Laboratory

Hamilton, New Jersey

(6 contact hours)

26<sup>th</sup> Annual UC Davis Child Abuse and Neglect Conference

University of California September 17-19, 2007

(17.5 contact hours)

MAGLOCLEN Tenth Annual Sex Crimes Conference – November 2007

The Seaview Marriott

Galloway Township, New Jersey

(24 contact hours)

Forensic Odontology – November 2007

The Seaview Marriott

Galloway, New Jersey

(1.5 contact hours)

Evidence & Photography in Sexual Assaults – November 2007

The Seaview Marriott

Galloway Township, New Jersey

(1.5 contact hours)

Recognition & Documentation of Injuries Associated with Child Abuse – November 2007

The Seaview Marriott

Galloway Township, New Jersey

(1.5 contact hours)

Preparing to Testify – November 2007

The Seaview Marriott

Galloway Township, New Jersey

(1.5 contact hours)

Pediatric Sexual Assault Nurse Examiner Program

Monmouth University

NJSNA

April 17, 29 2008

(25.5 contact hours)

International Association of Forensic Nurses

16<sup>th</sup> Annual Scientific Assembly – September 17-20, 2008

Dallas Texas

(24.5 contact hours)

Fundamentals of Sexual Violence Training

The Administrative Office of the Courts Criminal Practice Division

Trenton, New Jersey

March 2008

Center for family Services  
Sexual Assault awareness Workshop  
Gloucester County Superintendents office April 24, 2008  
IAFN Virtual Practicum  
Forensic Nurse Care of the patient  
DVD  
(12.5 contact hours)

NJ IAFN Regional Symposium – November 2009  
Child Sexual Abuse Case Studies, Domestic Violence & Sexual Assault, Human  
Trafficking, Sexting  
(6.5 contact hours)

The College of New Jersey  
Division of Criminal Justice  
Clinical skills update June 24, 2009  
(4 contact hours)

NJ IAFN Spring Workshop: May 2010  
Documentation, Critical Thinking, Injury Identification, Photography  
New Jersey State Police Lab  
Hamilton, NJ  
(6 contact hours)

International Association of Forensic Nurses  
18<sup>th</sup> Annual Scientific Assembly – October 27-30, 2011  
Pittsburg, PA  
(15 contact hours)

NJ IAFN Fourth Annual Forensic Nursing Conference: November 2010  
Professional Fatigue, Bipolar Disorder, NJ State Police lab, Sexual assault/Abduction  
Seaview Resort and Spa  
Galloway, NJ  
(7 contact hours)

SAFE (Sexual Assault Forensic Examiner) ta source  
Adolescent Issues webinar  
Webinar  
(90 minutes-contact hours) May 10, 2011

CHAMP Quarterly Educational Case Review  
Solving a mystery of Child Sexual Abuse  
Upstate Medical University  
(1 contact hour) May 4, 2011

SAFE (Sexual Assault Forensic Examiner) ta source  
Transgendered Survivors; Statistics, Stories, and Strategies

Webinar June 30, 2011  
(90 minute- contact hours)

NJ IAFN Fourth Annual Forensic Nursing Conference: November 2010  
Professional Fatigue, Bipolar Disorder, NJ State Police lab, Sexual assault/Abduction  
Seaview Resort and Spa  
Galloway, NJ  
(7 contact hours)

International Association of Forensic Nurses  
19<sup>th</sup> Annual Scientific Assembly – October 19-22, 2011  
Montreal Quebec Canada  
(22 contact hours)

IAFN Regional Symposium – November 2011  
Mass Disasters-Nurses Role, Pediatric Injury vs. Normal Variants', Research Study  
Results  
The Seaview Marriott  
Galloway Township, New Jersey  
(8 contact hours)

SAFE (Sexual Assault Forensic Examiner) ta source  
EVAWI (End Violence against Women International-February, 2012  
Forensic Compliance Update: Where do we stand in 2012  
Webinar  
(90 minutes-contact hours)

National Child Advocacy Centers  
Medical Training Academy  
Philadelphia Pa - Nov 3-5, 2011  
(19.5 continuing education credits)

CHAMP Quarterly Educational Case Review  
Pediatric case review  
Upstate Medical University  
(1 contact hour) Nov 11, 2011

SAFE (Sexual Assault Forensic Examiner) ta source  
Effective and Ethical Testimony Webinar  
Webinar  
(90 minutes-contact hours) April 10, 2012

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
EILEEN CARAKER**

This Contract is made this 1<sup>st</sup> day of October, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **EILEEN CARAKER**, of 505 North East Ave., Wenonah, NJ 08090 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the provision of emergency department services for the Gloucester County Prosecutor's Office Sexual Assault Nurse Examiner Project; and

**WHEREAS**, Contractor represents that she 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.** This Contract shall be effective for the period commencing October 1, 2011 and concluding on September 30, 2012.

**2. COMPENSATION.** Contractor shall be compensated consistent with the compensation schedule which is attached as Schedule A. Contractor's total compensation shall not exceed \$17,000.00. The County shall not withhold taxes or Social Security payments.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher.

County shall not be required to purchase any minimum amount of services.

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.

Contractor and County acknowledge that pursuant to a Memorandum of Understanding between the County and the State of New Jersey Department of Law and Public Safety, Division of Criminal Justice, actual payment shall be made directly to Contractor on behalf of the County by the Division.

**3. DUTIES OF CONTRACTOR.** During the term of this Agreement, Contractor, as an independent Sexual Assault Nurse Examiner, shall fulfill the requirements of the S.A.N.E. Program. The specific duties shall include those described on the attached Schedule B.

In addition, Contractor agrees to abide by the rules, regulations and code of ethics of the participating agencies, including those set forth in Affiliation Agreement between Underwood Memorial Hospital and Kennedy Memorial Hospital/University Medical Center-Washington Township Campus and the Gloucester County Prosecutor's Office, and maintain a high quality of care and patient confidentiality.

Contractor understands that she will receive a performance evaluation based on the job description after a minimum of six months with the program, and then annually.

Contractor specifically represents as follows:

- A. Contractor has met the qualifications as set forth by the "Sexual Assault Nurse Examiner" job description.
- B. Contractor agrees to take on-call shifts. Contractor must provide a minimum of 40 hours on call per month including weekend and holiday hours.
- C. Contractor agrees to comply with all requirements set forth in the Sexual Assault Nurse Examiner Training Standards.

**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. If Contractor has or hires employees, 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 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.

**C.** If Contractor has employees, the Contractor 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.

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

**5. LICENSING.** If the Contractor is required to maintain a license 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 to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

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.

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

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

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

C. If, through any cause, the Contractor 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 shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

**7. 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 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 Professional Liability 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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 any other entity having jurisdiction pertaining to the performance of Contractor's services.

**15. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor has neither made a contribution that is reportable as required by the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract; nor will it make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

**THIS CONTRACT** is dated this 1<sup>st</sup> day of October, 2011.

**IN WITNESS WHEREOF**, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ANDREA LOMBARDI,  
PRINCIPAL CLERK TYPIST**

\_\_\_\_\_  
**PETE MERCANTI,  
PURCHASING AGENT**

**WITNESS:**

\_\_\_\_\_  
**EILEEN CARAKER**

## GLOUCESTER COUNTY SANE/SART PROGRAM

### ACUTE PEDIATRIC FORENSIC MEDICAL EXAMINATION ACTIVATION PROTOCOL

**POLICY:** The purpose of the forensic medical examination is to meet the short-term medical needs of all patients, including children under the age of 13, who have experienced recent sexual assault or abuse.

All children who are victims of sexual abuse that is discovered within 5 days of the most recent incident will have access to a forensic nurse examiner regardless of the child's cultural, racial, ethnic, developmental, and/or social status. It is most likely that cases fitting the inclusive criteria will be within 48 hours of the incident. Neither ability to pay nor registration into a health care plan will affect the child's access to a forensic nurse examiner.

All suspected or identified cases of child sexual abuse occurring in Gloucester County must be reported to the Major Crimes Unit of the Gloucester County Prosecutor's Office immediately. The MCU detective will gather the information necessary to assist in determining the appropriateness of a timely forensic medical examination

Forensic nurse examiners working within the SANE/SART program will provide care in acute cases of child sexual abuse. The care will be provided in emergency departments in consultation with an acute care medical team consisting of physicians, emergency department staff, and other healthcare professionals.

#### **PROCEDURE:**

A. Upon discovery of a suspected or identified case of child sexual abuse:

1. Responding personnel (i.e. Municipal Police, Emergency Department Staff, etc.) will contact the Gloucester County Communication to speak to Major Crimes Duty detective.
2. The Detective will gather information and confer with Sexual Assault Nurse Coordinator to determine the need for an immediate forensic medical examination.

B. If it is determined that an acute forensic medical examination is warranted:

1. The detective will contact the local police department if not already involved.
2. The detective will verify the notification of DYFS when appropriate.
3. The SANE/SART coordinator will assign a nurse examiner.
4. The nurse examiner will notify hospital personnel with case information and ETA.
5. Hospital personnel will register the patient to the Emergency Department and provide triage and medical screening exam any necessary emergent care pending the arrival of the nurse examiner.
6. The nurse examiner will work in consultation with the Emergency Department Staff to provide appropriate forensic medical care and treatment to the patient.
8. At the conclusion of the forensic medical exam local police department investigators will take possession of the completed Sexual Assault Forensic Exam (SAFE) Kit and associated paperwork.
9. DYFS and or the detective will make appropriate appointment with NJ CARES institute.

C. Training Requirements for Sexual Assault Nurse Examiners Providing Care to Children

Under the Age of 13.

1. Obtain continuing education as required by the Attorney General's Office in the provision of care to children under the age of 13
2. Recommended hours of didactic training 24
3. 1 day clinical Pediatric Assessment
  - a. Observe normal care of the pediatric patient
  - b. Observe normal child development
4. 1 day NJ CARES institute

# **GLOUCESTER COUNTY PROSECUTOR'S OFFICE**



## **PROTOCOL FOR SANE EMERGENCY RESPONSE EXAMINATIONS FOR CHILD SEXUAL ASSAULT OR ABUSE INVESTIGATIONS**

**SEAN F. DALTON  
GLOUCESTER COUNTY PROSECUTOR**

**JUNE 2008**

# Protocol of the Gloucester County Prosecutor's Office Regarding SANE'S Response to Emergent Child Abuse Investigations

## Statement of Purpose

The purpose of this agreement is to maintain and enhance a cooperative working relationship between the Gloucester County Prosecutor's Office Major Crimes Unit, Municipal Police Departments and the Division of Youth and Family Services (D.Y.F.S.), the Sexual Assault Nurse Examiner's and the New Jersey Cares Institute as it relates to the medical response to children who have experienced sexual assault.

This protocol has been written to insure the fulfillment of the mutual statutory responsibilities of these agencies and to enable the efficient and effective investigation, arrest and prosecution of offenders in these case categories.

**The goals of this protocol are as follows:**

1. Ensure that each agency knows, understands, and accepts mutual expectations.
2. Coordinate the referral process between agencies.
3. Ensure the provision of specialized emergent care to the child victims of sexual abuse by forensic examiners for the preservation and collection of evidence and for the welfare of the child.

## Protocol on Response, Mandatory Compliance and Operations

**Prosecutor's Office Notification** - The Gloucester County Prosecutor's Office Major Crimes Unit shall be notified by a responding law enforcement office or Division of Youth and Family Services caseworker of all investigations of reported allegations of sexual assault of all children 12 and under where a SANE examination would assist in the preservation and collection of evidence and when the New Jersey Cares Institute is unavailable to conduct such examination.

During evening hours, holidays, and weekends, notice will be provided to the Major Crimes Unit Duty Detective who may be contacted through the Gloucester County Communications Center at 856-589-0911.

Division of Youth and Family Services shall continue to receive notice in all cases of child abuse or neglect, including those instances in which a criminal investigation is not commenced. These directives shall be followed by all law enforcement agencies operating within Gloucester County.

**Reporting Between Agencies** - As soon as the Division of Youth and Family Services has established that there is a reasonable suspicion that a sexual assault is suspected to be committed on a child, the Major Crimes Unit or the Major Crimes Unit Duty Detective from the Prosecutor's Office shall be notified immediately. The Major Crimes detective, and the D.Y.F.S. worker shall ensure that the other agency is immediately aware of the notification.

**SANE Coordinator Notification** - The Gloucester County SANE Coordinator, Eileen Caraker, will be notified at 856-498-6237. She will be briefed on the available details of the investigation prior to the initiation of the SANE examination for children 12 and under. Following her briefing,

the decision will collectively be decided whether the examination is emergent for the collection of evidence and the assessment of injuries.

### **Medical Examination of the Victim**

**Mandatory Examinations will be requested based on the following criteria:**

1. The reported assault has occurred within 48 hours and the victim cannot receive an immediate examination at New Jersey Cares Institute. The protocol can be extended five days which would be determined following an evaluation of the case.
2. When there is an allegation of oral/genital/anal contact between child and perpetrator or there is an exchange of bodily fluids to include semen, saliva, vaginal secretions, etc. between child and perpetrator.
3. When there is reported or apparent bruising, injury, bleeding or discomfort.
4. When consent for the examination has been provided by the child and parent/guardian.

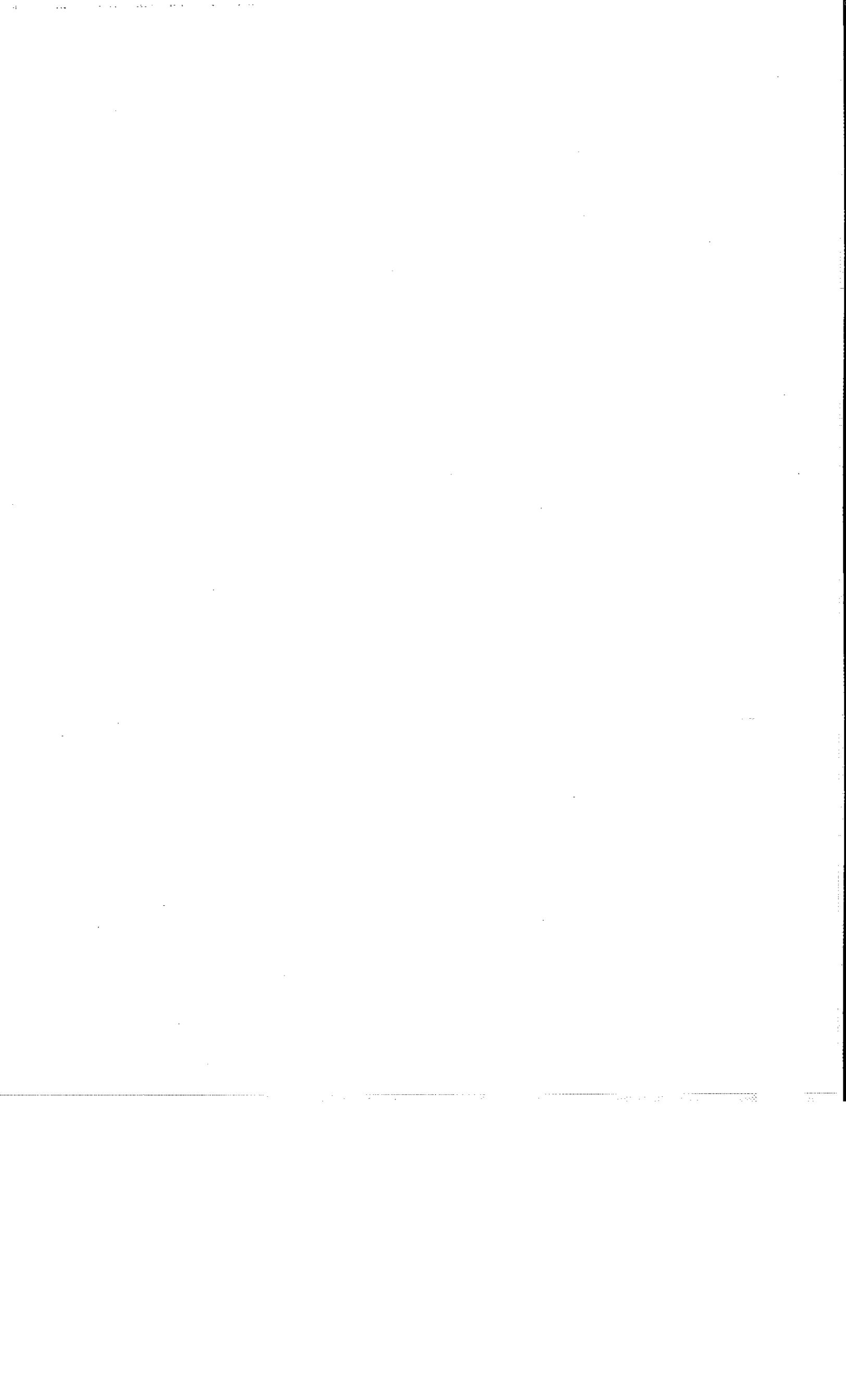
**The Location of The Examination** - The examination should be conducted at Underwood-Memorial Hospital or John F. Kennedy Memorial Hospital. Following the SANE examination at the local hospital, an appointment shall be made for an additional examination at the New Jersey Cares Institute, Stratford, New Jersey.

**Law Enforcement/ Medical Provider Cooperation** - In the case of a child/victim, the Municipal Police Officer, D.Y.F.S. caseworker and/or G.C.P.O. detective will ensure that all pertinent facts of the case are communicated to the forensic nurse or doctor before the examination is conducted.

**The Notation and Photographing of Physical Injury** - Any visible or internally visible evidence such as tears, burns, bruises, swelling, cuts, redness, etc. shall be related to the medical personnel so they may be clearly marked on a diagram of child/adult victim by the forensic nurse or doctor. The G.C.P.O. detective or Municipal Police Officer shall arrange for photographing any visible external marks, bruises, cuts, etc.

### **The Interview of the Victim**

Ideally, the victim will be interviewed formally by a "Finding Words" trained Detective prior to the examination; however, an emergent medical condition supersedes the initial interview and will become priority. This decision will be based on an evaluation of the details of the case to include the time the incident was reported, the age of the child, and the child's cognitive ability.



**Please retain this information with SANE Record.**

**Gloucester County Prosecutor's Office SANE PROGRAM**

**90 DAY NO RELEASE**

This means that you have not reported the assault to law Enforcement and the police are not present at the hospital at the time of your examination by the SANE. The SANE still can collect specimens for the Sexual Assault Evidence Collection Kit, plus collect any clothing which may collect evidence. The Kit and clothing cannot be turned over to the police unless you report the assault to the police and give written consent for the SANE to do so. In order to allow you time to consider reporting to the police, any evidence that is collected as part of the SANE exam will be stored for a limited period (see below) by the SANE Program.

**The Sexual Assault Evidence Collection Kit and Clothing will be stored in evidence by the Gloucester County SANE Program for a minimum of ninety (90)days.**

**Unless you personally contact law enforcement or the Gloucester County Prosecutor's Office within ninety days following the examination, this evidence (Kit and Clothing) may be destroyed on the ninety-first(91<sup>st</sup>)day.**

**A written record of your SANE exam, plus any photographs that may have been taken as part of the exam, will still be retained by the Gloucester County Prosecutor's Office, regardless of this ninety day period.**

You may report to the police at any time, but if you report after the ninety day period has expired, any evidence that was collected as part of the SANE exam may have already been destroyed. Without physical evidence, prosecuting the case against your assailant may be very difficult or unsuccessful.

**If you do report the assault to the police before the ninety (90) days has expired:**

Report the assault to the police department in the municipality where the assault occurred or call Services Empowering the Rights of Victims (SERV) 856 964-7378

Inform the Police that you were examined by a SANE Nurse and that the evidence that was collected by the SANE is being held by the Gloucester County Prosecutor's Office. Also inform the Gloucester County Prosecutor's Office SANE program at 856-384-5555 that you have decided to report the assault to police.

SANE CASE Number \_\_\_\_\_

DATE \_\_\_\_\_

Victims Printed Name: \_\_\_\_\_

Victim's Signature \_\_\_\_\_

**Please retain this information with SANE Record.**

Gloucester County Sexual Assault Nurse Examiner (SANE) Program  
Evidence Collection Information for Patient

If there is NO police involvement at the time that SANE services are provided:

This means that you have not reported the assault to law Enforcement and the police are not present at the hospital at the time of your examination by the SANE. The SANE still can collect specimens for the Sexual Assault Evidence Collection Kit, plus collect any clothing which may collect evidence. The Kit and clothing cannot be turned over to the police unless you report the assault to the police and give written consent for the SANE to do so. In order to allow you time to consider reporting to the police, any evidence that is collected as part of the SANE exam will be stored for a limited period (see below) by the SANE Program.

**The Sexual Assault Evidence Collection Kit and Clothing will be stored in evidence by the Gloucester County SANE Program for a minimum of ninety (90)days.**

**Unless you personally contact law enforcement or the Gloucester County Prosecutor's Office within ninety days following the examination, this evidence (Kit and Clothing) may be destroyed on the ninety-first(91<sup>st</sup>)day.**

**A written record of your SANE exam, plus any photographs that may have been taken as part of the exam, will still be retained by the Gloucester County Prosecutor's Office, regardless of this ninety day period.**

You may report to the police at any time, but if you report after the ninety day period has expired, any evidence that was collected as part of the SANE exam may have already been destroyed. Without physical evidence, prosecuting the case against your assailant may be very difficult or unsuccessful.

**If you do report the assault to the police before the ninety (90) days has expired:**

Report the assault to the police department in the municipality where the assault occurred or call Services Empowering the Rights of Victims (SERV) 856 964-7378 to help you locate the correct Police Department.

Inform the Police that you were examined by a SANE Nurse and that the evidence that was collected by the SANE is being held by the Gloucester County Prosecutor's Office. Also inform the Gloucester County Prosecutor's Office SANE program at 856-384-5555 that you have decided to report the assault to police. The Kit and any clothing that was collected will then be turned over to the investigating Police Agency.

**The SANE Program will not release any evidence without your written consent.**

**By signing below, you are verifying that you understand the information above.**

\_\_\_\_\_  
(Victim's Signature)

\_\_\_\_\_  
Victim's printed Name

SANE CASE # \_\_\_\_\_ 90 DAY Expiration DATE \_\_\_\_\_

**Please retain this information for your records (for the patient to keep)**

**GLOUCESTER COUNTY  
SEXUAL ASSAULT NURSE EXAMINER PROGRAM**

**SPECTROLINE ULTRAVIOLET HAND LAMP**

**Procedure:** To identify and collect forensic evidence by SANE

1. UV – absorbing protective eyewear are used by patient and nurse.
2. Turn on UV light.
3. Turn light off in room. Pass UV light over patient's body. Assess for dried fluids, fibers, hairs, i.e. evidence which can be collected for forensic purposes.

References: NJ DOH Hospital Licensing Standards 8:43G-12.2, 12.7, 33.6  
JCAHO CAMH TX.1, RI and PE.1.8

Developed by: ED S.A.N.E. Date: 4/99

New or Supersedes: New

This document appears in the following manual(s): ED Practice Manual

Approved by: ED S.A.N.E. Committee 4/99  
ED Clinical Practice Committee 5/99

Reviews: Annually  
ED policies/UVLAMP.doc

**GLOUCESTER COUNTY  
SEXUAL ASSAULT NURSE EXAMINER PROGRAM**

**DRY-FAST SWAB DRYER**

**Purpose:** To accomplish the effective, unadulterated, drying of evidentiary bodily fluid samples collected on cotton swabs by Sexual Assault Nurse Examiner or physician.

**Procedure:**

1. Sample swabs are be placed in the appropriate column in the swab holder immediately after collection.
2. Only dry swabs from one person at a time.
3. Place swabs in holder, close door, secure with security seal through locking mechanism.
4. Rotate timer dial 360° clockwise to start.
5. Drying time at 65-95° Fahrenheit is 10- 55 minutes.
6. Swabs removed and placed into appropriate evidence envelopes.
7. The swab tray and the inside of the swab dryer should be wiped with a 10% bleach solution after each patient.

References: NJ DOH Hospital Licensing Standards 8:43G-12.2, 12.7, 33.6  
JCAHO CAMH TX.1, RI and PE.1.8

Developed by: ED S.A.N.E. Date: 4/99

New or Supersedes: New

This document appears in the following manual(s): ED Practice Manual

Approved by: ED S.A.N.E. Committee 4/99  
ED Clinical Practice Committee 5/99

Reviews: Annually

ED policies/SWABDRYR.doc

EVALUATION OF CLINICAL COMPETENCY  
SPECULUM EXAMINATIONS

NAME OF CANDIDATE: \_\_\_\_\_

NAME OF SUPERVISOR: \_\_\_\_\_

All SANE candidates will perform speculum exams under the supervision of an experienced nurse or physician. The candidate will demonstrate proficiency in the techniques necessary to perform a comprehensive speculum evaluation of the normal female. Each candidate must demonstrate the mastery of required skills by the performance of at least three exams without the assistance of the supervisor. Please document below the total number of exams performed and the total number of exams in which the candidate demonstrated a mastery of the skill.

**SKILL**

*Prepare patient for exam:*

- create comfortable, private environment
- explain procedure to patient
- assist with draping and positioning patient

Observed \_\_\_\_\_  
Performed \_\_\_\_\_

*Prepare for speculum exam:*

- assemble and inspect equipment
- wash hands
- put on gloves

Observed \_\_\_\_\_  
Performed \_\_\_\_\_

*Inspect external genitalia:*

- identify labia majora, perineum, clitoral hood,
- labia minora, urethra orifice, vaginal orifice,
- posterior fourchette, fossa navicularis and
- hymenal tissue
- identify visible abnormalities

*Perform a speculum exam:*

- select correct size speculum
- lubricate speculum with warm water
- insert speculum
- visualize cervix and cervical os
- identify visible abnormalities
- collect specimens when appropriate
- use proper technique to remove speculum

Observed \_\_\_\_\_  
Performed \_\_\_\_\_

*Document exam:*

- use appropriate medical terminology
- accurately document normal and/or abnormal findings

Observed \_\_\_\_\_  
Performed \_\_\_\_\_

The SANE Candidate has successfully demonstrated mastery of all skills and techniques required to perform a comprehensive speculum examination.

Supervisor Comments:

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

Supervisor Name and Title (**Print**) \_\_\_\_\_

SANE Candidate Signature \_\_\_\_\_

*Speculum Exam:md*

Gloucester County SANR Program  
Sexual Assault Nurse Examiner Program

**S.A.N.E. TRAINING STANDARDS**

The standard for training of certified Sexual Assault Nurse Examiners for the Gloucester County S.A.N.E. Program shall include but not be limited to the following:

**A. New Jersey Licensed Registered Nurse with at least two year of recent clinical experience:**

1. Documented completion of an approved Sexual Assault Nurse Examiner Certification
2. Document completion of the Gloucester County Prosecutor's Office Sexual Assault Response Team training.
3. Documented completion of observation of one (1) sexual assault exam.
4. Documented completion of one (1) sexual-assault exam under supervision.

**B. In order to maintain status as a recognized S.A.N.E. in the Gloucester County S.A.N.E. Program, all nurses will:**

1. Recommend attendance at scheduled SANE meetings or review via e-mail, policy changes with SANE Co.
2. Provide documentation completion of five (5) CECH per year. All programs must be relevant to the S.A.N.E. Program and should be approved by the coordinator for inclusion in the continuing education obligation.

**GLOUCESTER COUNTY  
SEXUAL ASSAULT NURSE EXAMINER PROGRAM  
PRECEPTOR ORIENTATION CHECKLIST**

**NURSE EXAMINER** \_\_\_\_\_

<u>OBJECTIVE</u>	<u>DATE COMPLETED</u>	<u>COORDINATOR INITIALS</u>
1. POLICY/PROCEDURE MANUAL REVIEW	_____	_____
2. SCHEDULING POLICY REVIEW	_____	_____
3. PAGER/ACTIVATION INSTRUCTIONS	_____	_____
4. EVIDENCE COLLECTION HANDLING LABELING PACKAGING	_____	_____
5. EXAMINATION PROCEDURE ASSESSMENT SEQUENCE SPECIMEN COLLECTION TRACE BIOLOGICAL BLOOD/URINE	_____	_____
6. DOCUMENTATION  CASE NUMBERS CONSENTS EXAM FORMS SIGNATURES TERMINOLOGY INJURIES DIAGRAMS PHOTOS DISCHARGE INSTRUCTIONS	_____	_____

**GLOUCESTER COUNTY  
SEXUAL ASSAULT NURSE EXAMINER PROGRAM  
PRECEPTOR ORIENTATION CHECKLIST**

**NURSE EXAMINER** \_\_\_\_\_

**OBJECTIVE**

7. CREDENTIAL  
REVIEW

NURSING LICENSE  
DRIVERS LICENSE  
SANE CERTIFICATE  
MALPRACTICE INS.  
IMMUNIZATIONS

8. COLPOSCOPY  
TRAINING

9. CASE REVIEW

10. SPECULUM EXAMS

11. INVESTIGATION  
PROCEDURES

12. LAB PROCEDURES

13. SPECULUM EXAMS  
MIN. 10

14. SIMULATED EXAMS  
5 COMPLETED

**DATE COMPLETED**

**COORDINATOR**

**GLOUCESTER COUNTY S.A.N.E. PROGRAM**

**PRECEPTORSHIP CHECKLIST**

**SITE ORIENTATION:                      DATE COMPLETED                      SIGNATURE**

REGISTRATION  
KEYS  
EXAM ROOM  
CASE LOG  
MEDICATIONS  
LOG

**UNDERWOOD MEMORIAL  
KENNEDY WASHINGTON TWP**

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

**SEXUAL ASSAULT EXAMS:**

**CASE NUMBER**

**SIGNATURE**

**OBSERVATION**

\_\_\_\_\_

\_\_\_\_\_

**OBSERVATION**

\_\_\_\_\_

\_\_\_\_\_

**SUPERVISED EXAM**

\_\_\_\_\_

\_\_\_\_\_

**DATE**

**SIGNATURE**

**FINAL DOCUMENT REVIEW**

\_\_\_\_\_

\_\_\_\_\_

**FN-CSA APPLICATION**

\_\_\_\_\_

\_\_\_\_\_

Gloucester County, New Jersey  
Sexual Assault Nurse Examiner Program

**SANE Orientation Check List**

SANE Nurse \_\_\_\_\_ Date \_\_\_\_\_

Instructions: Each item listed must be initialed and dated as it is reviewed with the SANE Nurse. SANE Nurse and Coordinator or Educator will sign at completion of orientation.

<b>General</b>	<b>Reviewed by</b>	<b>Date</b>
License and Certification Verification		
Mission & Values		
Customer Satisfaction and Standards of Behavior		
Confidentiality		
Patient Rights		
EMTALA		
Patient Safety		
Patient Identification and Medical Record Number		
Abuse/Neglect/ Domestic Violence		
Infection Control/Standard Precautions		
Environment of Care Emergency Management – Disaster Planning Life Safety – Electrical and Fire RACE, pull stations, extinguishers, evacuation, Safety Hazardous Materials/Waste Management and Right to Know Medical Equipment Utility Systems Security and ID Badges, Access to SANE Exam Rooms		
Emergencies Code First – baby abduction Code Blue – disaster Code Orange – bomb threat Code Purple – hostage situation Code 99 – behavioral emergency Code 7 – cardiac/respiratory arrest Condition Red – fire Condition Yellow – fire drill Condition Green – fire clear		
Proper Lifting and Back Care		
Improving Organizational Performance and Process Improvement		
Communications – phone system, beepers		
I.D. and location of Hospital and Department Manuals		
Reference books and materials		
Minutes of meetings		
Physical layout		

<b>Procedural</b>	<b>Reviewed by</b>	<b>Date</b>
Patient Triage and MSE – ED responsibilities		
Urine HcG and Order Entry - ED Responsibilities		
Activation of SANE		
Activation of SART (law enforcement and advocates)		
Patient Interview		
Patient Exam and Evidence Collection		
Phlebotomy		
Discharge Instructions, return to ED, discharge medications		
Age Specific Concerns		
Pain Management		

<b>Equipment</b>	<b>Reviewed by</b>	<b>Date</b>
Colposcope, camera, computer		
Evidence Collection Kit		
Dry Box		
Ultra Violet Light		
Exam bed		

<b>Documentation</b>	<b>Reviewed by</b>	<b>Date</b>
ED Medical Record		
Evidence Collection Forms		
Discharge Instructions		
Filing Report and PI		

Signature	Initials	Signature	Initials

SANE Nurse Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SANE Nurse Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coordinator or Educator Signature

\_\_\_\_\_  
Date

SANE orientation disk\ww\SANE Orientation Checklist

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**Gloucester County Sexual Assault Nurse Examiner  
JOB DESCRIPTION**

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**JOB TITLE:** SEXUAL ASSAULT NURSE EXAMINER

**REVISED DATE:** Dec 2011

**MAIN FUNCTION:** Provide initial physical and behavioral assessment, clinical specimen/evidence collection, and intervention to individuals experiencing sexual assault. Coordinate the provision of urgent medical evaluation, follow-up care, and crisis intervention resources. Establish and maintain clinical and legal records and chain of custody. Provide testimony regarding assessment, evidence and handling, and documentation.

**REPORTS TO:** Forensic Nurse Coordinator

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**CONTACTS:** Nurses, physicians, victim advocacy agencies, law enforcement officers, patients and families.

**EDUCATION:** Graduate of an NLN accredited Nursing Program, Completion of Sexual Assault Examiner Education Program. Current New Jersey Registered Nurse license, Certified Forensic Nurse –FN-CSA

**EXPERIENCE:** Clinical experience within the last three years:

- Physical and clinical assessment skills
- Experience in crisis intervention preferred
- Experience in the care of sexual assault victims preferred
- Emergency experience preferred

**PHYSICAL DEMANDS:** Moderate physical effort.

**WORKING CONDITIONS:** Works out of UMH Emergency Department (ED), Kennedy Memorial Hospital (Washington Twp. Campus) may be exposed to unpleasant conditions and environment.

**HAZARDS:** May be exposed to communicable diseases and electrical hazards.

Eileen Caraker  
Forensic Nurse Coordinator  
County of Gloucester

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**ESSENTIAL DUTIES & RESPONSIBILITIES:**

- Supports policies, regulations, goals and objectives of the program.
- Obtains historical information regarding both the incident and health status of the client.
- Conducts physical and forensic examination of individuals experiencing sexual assault for the purpose of detecting injury/disease and collecting evidence to be used in prosecution of the case.
- Provides care in a compassionate manner, adjusting timing of procedures as needed to meet the psychological and physical needs of the client.
- Identifies and facilitates care for injuries that require medical treatment.
- Collects, processes, and maintains appropriate chain of custody of both clinical and non-clinical evidence, and necessary records.
- Documents assessment, evidence collection, and interventions with careful attention to legal considerations.
- Provides crisis intervention.
- Provides client education regarding examination, procedures, post exposure pregnancy and STI prevention, follow-up care for HIV, HBV and other STD testing, and rape care advocacy program.
- Conducts activities with attention to clients' rights of privacy and confidentiality.
- Coordinates with law enforcement and rape advocacy groups.
- Participates in the education of Sexual Assault Nurse Examiners, health care providers, law enforcement, and the public, as necessary.
- Maintains competency in forensic and clinical procedures by participating in continuing education activities.
- Maintains equipment and supplies necessary for examinations.
- Assists law enforcement and the Prosecutor's staff in cases, as both a fact and expert witness.
- Participates in gathering statistical and program data.
- Provides activity reports as requested.
- Participates in necessary meetings and committee work.
- Participates in necessary community education meetings and committee work.
- Participated in continuing education as provided by Forensic Nurse Coordinator

**ADDITIONAL REQUIREMENTS**

- Must be able to respond to the site within 60 minutes.
- Must have own transportation.
- Must be available to take call 40 hours per month and be available for weekend and holiday coverage.
- Must sign a contract indicating a commitment to the program.

**GLOUCESTER COUNTY  
FORENSIC NURSE EXAMINER  
REIMBURSEMENT FORM AND STATISTICS FORM  
(Please Print)**

CASE NUMBER: \_\_\_\_\_

Patient name: \_\_\_\_\_ Age \_\_\_\_\_ Race \_\_\_\_\_

Patient phone #: \_\_\_\_\_

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

Time contacted: \_\_\_\_\_

Time exam started: \_\_\_\_\_

Time exam completed: \_\_\_\_\_

If Delay in service please note why \_\_\_\_\_

Location of exam: UMH \_\_\_\_\_ Kennedy \_\_\_\_\_

Mode of arrival: Please check one:  
Came to hospital on own recourse \_\_\_\_\_  
Arrived with police \_\_\_\_\_  
EMS \_\_\_\_\_  
Referred by Victim Assistance hotline \_\_\_\_\_

SERV Advocate present: Please check one:  
Yes \_\_\_\_\_ No \_\_\_\_\_

If no SERV please note why \_\_\_\_\_

Evidence released to PD/ Investigator/ GCPO: Please check one:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Hold \_\_\_\_\_

Police contact \_\_\_\_\_

Medical Management required: Please check appropriate boxes: (more than one may apply)

No \_\_\_\_\_  
Yes \_\_\_\_\_ Treatment in ER and discharge \_\_\_\_\_  
Medical Admission required \_\_\_\_\_  
Crisis Evaluation required \_\_\_\_\_

Discharge to ED:

ED physician (name): \_\_\_\_\_

Reviewed medication protocol \_\_\_\_\_  
Medication ordered- documented on D/C instructions \_\_\_\_\_

ED Nurse (name): \_\_\_\_\_

Review medication \_\_\_\_\_  
D/C to ED care \_\_\_\_\_

SANE Name: \_\_\_\_\_

Document additional information on back:

Gloucester County SANE Program  
Sexual Assault Nurse Examiner Program

Photography

A. User guide

1. Obtain consent form the patient to take photos of injuries
2. Use a new camera card for each patient.
3. Take one reference photo of patient's (label)
4. Stabilize camera by using tripod, Press shutter button down halfway to auto- focus. Press shutter button down fully to take a photo
5. Take a wide angle view photo of the injury to identify the location on body
6. Take photo without ruler use Macro for close up(tulip button on left side)
7. Take photo with ruler use Macro for close up(tulip button on left side)
8. Genital photos- Place camera on tripod
  - Ensure the Camera is on the same vertical plane as the speculum
  - Optimal range is 3 inches from subject
  - Set Mode dial to **P**
  - use Marco setting (tulip button on left side camera)
    - Press Macro button one time
  - If the speculum light is competing with the pic-
    - turn speculum light off
    - use flash on camera
9. Use photo log to identify photo number that corresponds with body part
10. Take picture card out of camera, place in plastic bag with patient ID.  
Place in patient chart
11. Place new picture card in camera
12. Nurse Coordinator will save photos on computer in patient file and burn CD-R that will remain with patient file

## GLOUCESTER COUNTY FORENSIC NURSE EXAMINER PROGRAM PHOTO LOG

# Photo	Body Location of Photograph	Comment	Initial
1	Case identification information	Photo of label	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			

Page \_\_\_\_\_ of \_\_\_\_

\_\_\_\_\_ **CASE NUMBER**

\_\_\_\_\_ **INITIALS**

**SURVIVORS EXAMINATION  
AFTERCARE INSTRUCTIONS**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

**1. SEXUALLY TRANSMITTED DISEASES (STD's)**

The examination performed was for the purposes of identifying and collecting evidence of sexual assault. You may have been offered medications to prevent some common STD's including chlamydia, gonorrhea, and trichomonas.

You received:

- \_\_\_ Rocephin 125 mg IM
- \_\_\_ Rocephin 250 mg IM
- \_\_\_ Ciprofloxacin 500 mg Orally
- \_\_\_ Zithromax 1 gm Orally
- \_\_\_ Metronidazole 2 gms Orally  
(If you received Metronidazole, you must avoid drinking beverages containing alcohol for at least 24 hours.)
- \_\_\_ Combivir 300 mg/150 mg 1 tablet now and 1 tablet in 12 hours
- \_\_\_ Hepatitis
- \_\_\_ Other \_\_\_\_\_

It is strongly suggested that you have a gynecological examination in approximately two weeks. You may schedule this exam with your own Doctor. Bring this sheet with you so that the Doctor will know what treatment you have received.

There is no treatment for genital herpes. If you develop sores or blisters on your genitals, you should see your Doctor.

**2. HIV**

The risk for acquiring HIV infection through sexual assault, or a single act of intercourse is low. Please call and make an appointment the next business day for confidential testing and post exposure counseling at: Women's Initiative (Camden County), Garden State Infectious Disease (Gloucester County), or your Primary Care Physician. It is recommended you be retested in 6 weeks, then again in 3 months and 6 months.

**3. Hepatitis B**

- a. If your immunization series is completed: Follow up with Women's Initiative (Camden County), Garden State Infectious Disease (Gloucester County), or your Primary Care Physician for Antibody testing. You may have the Hepatitis B series started when you have the HIV counseling.
- b. If your immunization series is not completed: You should receive the first in a series of three vaccinations for Hepatitis B and Hepatitis B Immune Globulin injection. Follow up with Women's Initiative (Camden County), Garden State Infectious Disease (Gloucester County), or your Primary Care Physician for the remaining 2 vaccines and follow up counseling.

**4. Hepatitis C**

Follow up with Women's Initiative (Camden County), Garden State Infectious Disease (Gloucester County), or your Primary Care Physician for follow up testing and counseling.

These instructions have been explained to me and I have been given an opportunity to ask questions. I have received a copy.

Patient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Nurse Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**SURVIVORS EXAMINATION  
AFTERCARE INSTRUCTIONS**

**FOR YOUR INFORMATION**

Many survivors of sexual assault experience symptoms such as anxiety, sleep disturbances, loss of appetite, irritability, of depression. These are all normal reactions to trauma. You are urged to seek help in dealing with the psychological aspects of surviving an assault.

If at any time over the next few days you experience severe pain, ongoing nausea or vomiting, unusual bleeding or pelvic pain or any symptoms that may be related to the assault, you should see your Doctor or go to the Emergency Department of the nearest hospital.

**ADDITIONAL INFORMATION**

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

**RESOURCE LIST:**

**CAMDEN COUNTY PROSECUTOR'S OFFICE** - 856-365-3111

**CHERRY HILL CRISIS** - 856-428-4357

**GARDEN STATE INFECTIOUS DISEASE** - 856-566-3190

**GLOUCESTER COUNTY PROSECUTOR OFFICE** - 856-384-5500

**GLOUCESTER COUNTY HEALTH DEPARTMENT** - 856-218-4100

**KENNEDY FAMILY HEALTH CENTER** - 856-309-7700

**PEDIATRIC (UNDER AGE 18) - COOPER PEDIATRIC INFECTIOUS DISEASE** - 856 968 7422

**PEDIATRIC (UNDER AGE 18)- CARES INSTITUTE** - 856-566-7036

**SERVICES EMPOWERING RIGHTS OF VICTIMS** - 1-866-295-SERV

**WOMEN'S INITIATIVE** - 856-968-7422

These instructions have been explained to me and I have been given an opportunity to ask questions. I have received a copy.

Patient Signature: \_\_\_\_\_

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

Nurse Signature: \_\_\_\_\_

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

WHITE - CHART COPY

YELLOW - PATIENT COPY

PINK - FORENSIC CHART

Sexual Assault Survivor Instructions

Sexually Transmitted Diseases (STD) and Emergency Contraception

Your physical examination was for the purpose of assessing medical need, identifying and collecting evidence of sexual assault. This was not a gynecological examination. A PAP test was not done. You were not tested for sexually transmitted diseases. You were offered medication to prevent some common STD's and/or pregnancy if indicated.

Based on your risk assessment, you were given medications to prevent the following:

\_\_\_\_\_ Gonorrhea - Ceftriaxone (Rocephine), 250 mg by injection  
or \_\_\_\_\_ Levaquin 500mg by mouth (over age 18)

\_\_\_\_\_ Trichomonas - Metronidazole (Flagyl), 2 gm by po  
(defer with pregnancy or Alcohol, no Alcohol for 72 hours)

\_\_\_\_\_ Chlamydia - Azithromycin (Zithromax), 1 gm po

\_\_\_\_\_ Pregnancy - Plan B

\_\_\_\_\_ HIV - Combivir 300mg/150mg 1 tablet twice a day for 28 days or until seen by Infectious Disease

It is very important to take these medications exactly as directed. You may have some nausea. This is normal and should go away without treatment. It may take as long as two (2) weeks for your period to start. The stress of the assault may cause an abnormal or missed period. If you do not get a period within four (4) weeks, or if you suspect you are pregnant, you should have a blood test for pregnancy. Contact a physician immediately if any sores or blisters develop.

It is strongly recommended that you have a gynecological examination two (2) weeks from today. You may schedule this exam with your private doctor or you may call one of the clinics in the information packet that has been given to you. When you have your follow-up examination, bring this sheet with you so that the doctor will know what treatment you had and can test to be sure the medications were effective.

If at any time in the next 2-3 days you have severe pain, ongoing nausea or vomiting or any other unusual medical complaints, please see your family doctor or go immediately to the closest Emergency Department.

You should have HIV and other infectious disease testing done. This testing can be best accomplished by calling one of the following: make an appointment the next business if you are taking Combivir

1. Garden State Infectious Disease 856- 566-3190
2. Medical Specialty Associates Infection Disease 856-795-7505
3. Gloucester County Health Department 856-218-4100.

Additional Information: Many survivors of sexual assault have trouble sleeping, anxiety and irritability. They are normal reactions to trauma. You are urged to seek help in dealing with the emotional aspect of surviving an assault either from a private counselor or one of the following:

- Services Empowering the Rights of Victims (SERV) offers twenty-four (24) hour hotline (1-866-295-SERV) and free confidential counseling services to all survivors
- UM-H Outpatient Behavioral Health Care Center may be contacted at (856) 881-3335

Other Instructions:

\_\_\_\_\_  
Patient signature: \_\_\_\_\_ Forensic Nurse signature: \_\_\_\_\_

D/C instructions will be given to patient by the Emergency Department

Keep this copy for forensic chart

## Kennedy Medication Protocol

	<b>Medication</b>	<b>Dose</b>
	Zithromax (Azithromycin)	1gm po
	Rocephin (Ceftriaxone)	250 mg IM
	Flagyl (Metronidazole)	2 gm po
	Plan B (Levonorgestrel)	1.5mg po
	Zofran (Ondansetron)	4 mg sl
PRN	Engerix-B ( Hepatitis B vaccine)	1 ml IM
PRN	Truvada (Emtricitabine/Tenofovir)	300mg/200 mg po
PRN	Truvada	Give 6 pills at discharge

Underwood-Memorial Hospital  
 Woodbury, New Jersey  
 Emergency Department  
 Sexual Assault Nurse Examiner

**SEXUAL ASSAULT SURVIVOR PROTOCOL**

**Medication Guidelines**

Ceftriaxone (Rocephin), 250mg IM If allergic –Cipro (Ciprofloxacin) 500mg (pediatric must weigh greater than 100 lbs)	
Metronidazole (Flagyl), 2gm po (defer with pregnancy or Alcohol, no Alcohol for 72 hours)	
Azithromycin (Zithromax), 1gm po	
Plan B	
Zofran, 4m po	
Hepatitis B vaccine – determined by ED Physician	
Combivir 300mg/150 by mouth- determined by ED Physician	
Combivir 300mg /150 ( 6 pills) take 1 BID (Given to patient at discharge)	
Prescription for Combivir 300mg/150 for ( Given to patient at discharge) 1BID x 7 days Patient referred to ID (call for appt next day)	

GLOUCESTER COUNTY  
SEXUAL ASSAULT NURSE EXAMINER PROGRAM  
**DRUG FACILITATED SEXUAL ASSAULT SPECIMEN COLLECTION**

**Policy:** It is the policy of the Gloucester County SANE program to collect, with the consent of the victim, blood and/or urine specimens for screening in any cases where the history is indicative or suspicious for potential drug facilitated sexual assault.

**Procedure:** **Step 1.** Review patient history of incident. If the patient reports any of the following symptoms the examiner should consider specimen collection:

- A. Level of intoxication excessive for amount of alcohol ingested,
- B. Disorientation and/or loss of muscle coordination,
- C. Partial or complete memory loss of events surrounding the incident

**Step 2.** Educate patient about specimen collection procedures and rationale.

**Step 3.** Obtain and document informed consent from patient.

**Step 4.** Assess time frame since potential ingestion.

**If less than 48 hours:**

- A. Collect a 30 ml blood sample using gray top tubes; and
- B. ER nurse will obtain blood sample, and initial the tubes.  
SANE will package and maintain chain of evidence.
- C. SANE will collect a 60-100 ml urine sample in a container with a screw top lid.

**If between 48 and 96 hours:**

Collect only the 60-100 ml urine sample

**Step 5.** Label samples to include patient name, case number, date of collection and examiners initials

**Step 6.** Seal blood tubes and/or urine specimen container in separate zip-lock type plastic bags and place back into Biological Specimen carton.

**Step 7.** List specimens on evidence receipt form and turn over to investigating officer along with other evidence.

All specimens should be refrigerated and submitted to the New Jersey State Police Lab for analysis within 7 days. Urine specimens held longer than 7 days must be frozen. Blood specimens should not be frozen.

**Gloucester County SANE**  
**Sexual Assault Nurse Examiner**  
**S.A.R.T. ACTIVATION MECHANISM**  
**Sexual Assault Response Team**

**Policy:** Gloucester County has created a Sexual Assault Response Team. A call to UMH or Kennedy-UMC will activate the team and the Emergency Department Charge Nurse will contact the Sexual Assault Nurse Examiner (SANE) and the Rape Care Advocate (SERV). Law enforcement will be notified with consent of the patient.

**Procedure:**

1. All agencies within Gloucester County, which may come in contact with survivors of sexual assault, will be notified of the procedure for reporting these incidents. The above mentioned agencies will include, but not be limited to:
  - a) All law enforcement agencies operating within the county.
  - b) All hospitals and emergency health care facilities operating within the county.
  - c) All mental health/counseling agencies operating within the county.
  - d) All gynecology offices and family planning centers operating within the county.
  - e) All high school administrators and school nurses operating within the county.
  - f) All college healthcare department and counseling services operating within the county.
2. A patient arriving in the Emergency Department who is **13 years of age or older** will be triaged and afforded privacy.
  - a) The Emergency Department Physician will perform a medical screening examination
  - b) SANE on call will be contacted
  - c) Rape care advocate will be contacted.
  - d) The police department will be notified with consent of the patient.
  - e) The interview will be conducted with the SANE, patient advocate, and police to ensure that the patient is not subject to multiple interviews.
  - f) DYFS will be called for all possible sexual assault survivors under the age of 18 when appropriate.
3. A patient arriving in the Emergency Department who is **12 years of age and under** will be triaged and afforded privacy.
  - a) The Emergency Department Physician will perform a medical screening examination
  - b) DYFS will be notified
  - c) Law-Enforcement where the incident occurred will be notified
  - d) Law-enforcement will notify the Major Crime Unit (MCU) @ Gloucester County Prosecutor office
  - e) The detective in the MCU in consultation with the SANE Co. will determine if a medical forensic exam is necessary in the Emergency Department for an acute assault. This will be determined based upon: time of last contact, nature of contact, complaint of discomfort or pain.
  - f) If it is determined by MCU detective that an acute medical forensic exam is necessary during the hours that NJ CARES is not open a pediatric forensic nurse will be activated by the SANE Co.
  - g) During the hours that New Jersey Cares Institute is open a plan of care and referral to the Institute will occur. After the patient is medically cleared, the patient will be referred to the New Jersey Cares Institute. 856 566 7036.

References: NJ DOH Hospital Licensing Standards 8:43G-12.2, 12.7, 33.6  
JCAHO CAMH TX.1, RI and PE.1.8      Revision Date: 9/11/08

**UNDERWOOD-MEMORIAL HOSPITAL  
PERFORMANCE IMPROVEMENT REPORT**

**DEPARTMENT:** EMERGENCY DEPARTMENT    **YEAR ENDING:**

**JCAHO FUNCTION(S)\*:** PATIENTS RIGHTS AND ORGANIZATIONAL ETHICS

**PERFORMANCE MEASURE:** MANAGEMENT OF THE SEXUAL ASSAULT VICTIM/SURVIVOR

**METHODOLOGY OF SAMPLE SIZE:** 100% OF ANY PATIENTS SEEN BY THE SEXUAL ASSAULT NURSE EXAMINER

**DISCIPLINES INVOLVED:** SEXUAL ASSAULT NURSE EXAMINER, MD/DO, RN

DIMENSIONS OF PERFORMANCE MEASURED**	DATA COLLECTION RESULTS/QUARTERLY PERCENTAGES				ACTUAL # OF RECORDS REVIEWED	CONCLUSIONS/SPECIFIC FINDINGS	RECOMMENDATIONS/ ACTIONS/FOLLOWUP
	1	2	3	4			
100 % of the time 1. Sane consult within 1 hour  2. Appropriate SART members will be activated  3. SANE assessment performed and documented  4. SANE forensic exam performed and documented  5. Medications administered and documented  6. SANE provided aftercare instructions/documentated. Copy of SANE discharge instructions on chart					FIRST QUARTER	FIRST QUARTER	FIRST QUARTER
					SECOND QUARTER	SECOND QUARTER	
					THIRD QUARTER	THIRD QUARTER	THIRD QUARTER
					FOURTH QUARTER	FOURTH QUARTER	FOURTH QUARTER

\* **JCAHO Functions:** Pt. Rights & Organizational Ethics, Assessment of Pt., Care of Pt., Education, Continuum of Care, Improving Organizational Performance, Leadership, Mgt. of the Environment of Care, Mgt. of Information, Surveillance, Prevention & Control of Infection, Governance, Management, Medical Staff, Nursing

\*\* **Dimensions of Performance:** Efficacy, Appropriateness, Availability, Timeliness, Effectiveness, Continuity, Safety, Respect & Caring

**Sexual Assault Response Team (SART) Evaluation**  
**Gloucester County**

*After each case, each SART member is asked to complete an evaluation form regarding that case.  
The responses will be used to help evaluate and improve the SART program.*

*Thank you for your cooperation.*

Date of Case: \_\_\_\_\_ Exam Site: \_\_\_\_\_

**1. The amount of time spent at the exam site was:**

Acceptable

Unacceptable

Comments:

**2. The response time of the Sexual Assault Team members was:**

Acceptable

Unacceptable

Comments:

**3. The cooperation of the other Sexual Assault Team members was:**

Acceptable

Unacceptable

Comments:

**4. The working environment (exam area, interview area, access to telephone, bathroom, etc.) was:**

Acceptable

Unacceptable

Comments:

**5. The level of privacy and comfort afforded the victim was:**

Acceptable

Unacceptable

Comments:

**6. Additional Comments/Suggestions for improvement:**

Name (optional): \_\_\_\_\_ Date: \_\_\_\_\_

Agency/Affiliation (optional): \_\_\_\_\_

*Please fax the completed survey to the County SART Coordinator*

*Eileen Caraker RN, FN-CSA SART Co. (856-853-3552).*

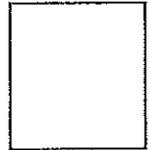


new jersey coalition against sexual assault

# Begin by believing

return address

NJ Coalition Against Sexual Assault  
2333-B Whitehorse-Mercerville Road  
Trenton, NJ 08619



NJ Coalition Against Sexual Assault  
2333-B Whitehorse-Mercerville Road  
Trenton, NJ 08619

### New Jersey Rape Crisis Hotlines

#### ATLANTIC COUNTY

Atlantic County Women's Center  
800/286-4184 hotline

#### BERGEN COUNTY

Bergen County Rape Crisis Center  
201/487-2227 hotline

#### BURLINGTON COUNTY

CONTACT of Burlington County  
856/234-8888 hotline

#### CAMDEN COUNTY

Services Empowering Rape Victims  
866/295-SERV (7378) hotline

#### CAPE MAY COUNTY

C.A.R.A. Inc.  
609/522-6489 hotline

#### CUMBERLAND COUNTY

Cumberland County Guidance Center  
856/455-5555 hotline

#### ESSEX COUNTY

Essex County Rape Care Program  
877/733-CARE (2273) Hotline

#### GLOUCESTER COUNTY

Services Empowering Rape Victims  
866/295-SERV (7378) hotline

#### HUDSON COUNTY

Hudson County Rape Crisis Center  
201/795-5757 hotline

#### HUNTERDON COUNTY

Women's Crisis Services  
888/988-4033 hotline

#### MERCER COUNTY

Womanspace  
609/394-9000 hotline

#### MIDDLESEX COUNTY

Rape Crisis Intervention Services  
877/665-7273 hotline/24 hours

#### MONMOUTH COUNTY

180, Turning Lives Around, Inc.  
1-888-264-RAPE (7273) hotline

#### MORRIS COUNTY

Morris County Sexual Assault Center  
973/829-0587 hotline

#### OCEAN COUNTY

Long Beach Island Community Center  
609/494-1090 hotline

#### PASSAIC COUNTY

Passaic County Women's Center  
973/881-1450 hotline

#### SALEM COUNTY

Salem County Women's Services  
856/935-6655 hotline

#### SOMERSET COUNTY

Women's Health and Counseling Center  
908/526-7444 hotline

#### SUSSEX COUNTY

Sexual Trauma Resource Center  
973/875-1211 hotline

#### UNION COUNTY

Union County Rape Crisis Center  
908/233-7273 hotline

#### WARREN COUNTY

Domestic Abuse and Rape Crisis  
Center

866/623-7233 hotline

#### STATEWIDE

NJ Coalition Against Sexual Assault  
1-800-601-7200 - hotline

[www.njcasa.org](http://www.njcasa.org)

**Applicant:**

**Grant #: VS-29-12**

**Budget Detail Form**

COST ELEMENT				Grant Funds	Match	Project Total
A. Personnel 1. Salaries and Wages Name/ Position (list each position)	% time spent on grant	% of salary paid with grant funds	Total Annual Salary or Hourly Rate			
SANE/SART Coordinator- Eileen Caraker	100			49,451		49,451
Assistant Prosecutor- Audrey Curwin	20		93,340		17,976	17,976
<b>SUB-TOTAL SALARIES AND WAGES</b>				49,451	17,976	67,427

2. Fringe Benefits - List each benefit and percentage (e.g., FICA) Name/ Position	Agency Fringe Rate	Grant Funds	Match	Project Total
SANE/SART Coordinator	53.83%	13,496		13,496
<b>SUB-TOTAL FRINGE BENEFITS</b>				
<b>TOTAL SALARIES &amp; FRINGE BENEFITS</b>		13,496		13,496

Applicant:

Grant #:

**Budget Detail Form**

COST ELEMENT				Grant Funds	Match	Project Total
<b>B. Purchase of Services</b>						
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs of professional services	Unit Cost/ Hourly Rate	Units/ Project Hours	Grant Funds	Match	Project Total
(e.g., cell phone service)						
Registration cost	Forensic Nurse Conference	\$600		600		
Cont Education	SANE	10 nurses x \$150 = \$1,500		1,500		
Cell phone	- Sane coordinator	\$60/month x 12 = \$800		800		
<b>TOTAL PURCHASE OF SERVICES</b>				2,900		2,900

C. Travel, Transportation, Subsistence (show food costs related to travel only)				Grant Funds	Match	Project Total
Purpose / Location	Item (e.g., # of Miles)	Computation (e.g., \$.31 per Mile)	Grant Funds	Match	Project Total	
Mileage Sane Co.		3,548 miles x .31 per mile	\$1,100			
Transportation conference		Forensic Nurse conference	\$2,200			
<b>TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE</b>				\$3,300		3,300

Applicant:

Grant #:

**Budget Detail Form**

COST ELEMENT	Grant Funds	Match	Project Total
<b>D. Consumable Supplies, Postage, Printing</b> (list each item & show unit cost & calculations)			
<b>TOTAL CONSUMABLE SUPPLIES</b>			

E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)	Grant Funds	Match	Project Total
<b>Rent</b> (in budget narrative, indicate square footage and cost per square foot)			
<b>Utilities</b> (in budget narrative, specify utility)			
<b>Telephone</b> (landline)			
<b>Other</b> (specify)			
<b>Other</b> (specify)			
<b>Other</b> (specify)			
<b>TOTAL FACILITIES</b>			



**BUDGET NARRATIVE  
SEX ASSAULT NURSE EXAMINER GRANT  
10/1/012-10/30/13**

**Personnel**

**Salary and Wages**

To fund position for SANE/SART Coordinator, to coordinate schedules, in-service, new SANE nurse orientations, etc., including program management at both Underwood-Memorial and at JFK Hospitals and all related duties coordinating the effort of the Sexual Assault Response Team and management of grant. The salary increase will take effect Jan 1,2013. This grant cycle includes 195 days = \$2,855.25. Salary increase to increase one scale grade. The county will use the increase in salary grant funding for SANE/SART Coordinator.

**\$49,451**

**Fringe Benefits**

To pay fringe benefits for the part-time SANE/SART Coordinator/Grant Manager

Pension 13.21%

Group Insurance 32.75%

NJ Employment Sec .22%

FICA/ Medicare 7.65%

Total 53.83

**\$13,496**

**Grant Match**

Assistant Prosecutor - match for SANE/SART grant. Prosecutor of Sex Crimes dedicates 20% of time to Sexual Assault Response Team and Sexual Assault Nurse Examiner program

Match \$17,976

**Purchase of Services**

**Registration costs**

NJ Board of nursing requires nurses to obtain continuing education credits to maintain their license. The forensic nurses must maintain standard of care and competency in the field of forensic nursing. To pay for registration for medical forensic conference.  
To pay for local conference for nurse.

1. 1 conference \$ 600

2. 10 nurses x 150 local continuing education \$1,500

3. Cell Phone

SANE Coordinator- to communicate 24/7 with Sexual Assault Response Team

Law-enforcement, SANE, Hospitals, Rape care advocacy, Prosecutor.

\$60/mos x 12 \$800

**Total \$2,900**

**Travel**

**Travel Expense**

To reimburse mileage to travel to SANE coordinators meeting, SANE/ SART Committee meetings, hospital administrative duties and SART training. Grant funds will be used to reimburse only 31 cents/mile and the remainder of the mileage reimbursement will be paid by the county.

3,548 miles x .31 rate per mile = \$1,100

**Travel for conference**

To reimburse for conference for the SANE to attend out of state. Will cover travel expenses. Reimbursement for travel costs (hotel and meals will be limited to the county per diem rate or the Federal per diem rate (gsa.gov) whichever is less. No meals or overnight accommodations will be paid for in state conferences. Conferences in state will be limited to the county rate or the Federal per diem rate (gsa.gov) whichever is less.

\$2,200

**Total** \$3300

**Equipment**

**Medical Equipment**

Medical equipment used in the performance of medical forensic exams. Tablet to document forensic evaluation forms including body diagram injury. Paperless forensic documentation.

The items will be approved by DCJ.

2 pc tablets \$1,000 each \$2,000

Proscope – magnification for genital injuries to capture photo \$758

**Total** \$2,758

**Project Total** 71,905

**SOURCES OF FUNDS**

List all sources of funds received by the agency during the past State fiscal year (July 1 thru June 30). On the bottom of the form, list all funds received from the Division of Criminal Justice in the past three years.

**Federal Sources**

Name(s) of Federal Source	Date of Award	Amount

**State Sources**

Name(s) of State Source	Date of Award	Amount

<b>County Sources</b>	\$ 17,976
<b>Local and Other Sources</b>	\$
<b>Total of All Sources of Funds</b>	\$ 89,881
<b>Indicate the percentage of funds used to support this project:</b>	100 %

**Division of Criminal Justice Funding**

List funding awarded for the past three years:

Date of Award	Grant Number	Project Title	Amount
5/16/12	VS-29-11		73,000
3/10/11	VS-29-10		67,655
2/11/10	VS-29-09		67,655
11/18/08	VS-29-08		64,083
12/6/07	VS-37-07		65,731

**STATE OF NEW JERSEY**  
**VICTIMS OF CRIME ACT (VOCA)**  
**GRANT PROGRAM**



**PART II**

**APPLICATION DOCUMENTS TO BE  
COMPLETED, SIGNED AND RETURNED**



August 2012

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

VICTIMS OF CRIME ACT (VOCA)

PART II

APPLICATION DOCUMENTS TO BE COMPLETED, SIGNED AND RETURNED

Application Authorization

Certification of Equal Employment Opportunity Plan (EEO) Form

General Conditions and Assurances

Certifications Regarding Lobbying, Debarment, Suspension and Other  
Responsibility Matters and Drug-Free Workplace Requirements

Resolution of Participation and Certification of Recording Officer (not applicable  
to State Agencies)

Federal Financial Accountability and Transparency Act Information Form

Audit Requirements Form and

Accounting System and Financial Capability Questionnaire.

**STATE OF NEW JERSEY**  
**DEPARTMENT OF LAW AND PUBLIC SAFETY**  
**DIVISION OF CRIMINAL JUSTICE**

**APPLICATION AUTHORIZATION**

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

VS-29-12 VOCA COUNTY SEXUAL ASSAULT NURSE EXAMINER PROJECT

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for a federal subgrant in the approximate amount of \$ 71,905, with the Subgrantee providing a match of \$ 17,976 (if applicable), for an approximate total project cost of \$ 89,881.

**This application consists of the following additional attachments for all applicants:**

1. Program Narrative,
2. Project Budget Detail form,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
7. Resolution of Participation and Certification of Recording Officer (not applicable to State Agencies), and
8. Federal Financial Accountability and Transparency Act Information Form.

**For nonprofit applicants, this application consists of the following additional attachments:**

1. Proof of Nonprofit status,
2. New Jersey Charitable Registration,
3. Applicable Licenses, Certifications and Permits,
4. Single Audit, Form 990-Income Tax Return or audited financial statements,
5. Accounting System and Financial Capability Questionnaire,
6. Audit Requirements Form,
7. Income Sources Form,
8. Applicable list of Officers/Directors/Trustees,

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.

2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Subgrantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will use these subgrant funds to carry out the project and activities specifically described in the application.
4. As duly authorized representative of the Subgrantee, I am responsible for authorizing expenditures and disbursements of subgrant funds.
5. As duly authorized representatives of the Subgrantee, we ensure that the Subgrantee will comply with any and all federal, state, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.
7. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions.

COUNTY OF GLOUCESTER

Grant # VS-29-12

**Subgrantee**

FREEHOLDER DIRECTOR

**Signature of Authorized Official**

**Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)**

ROBERT M. DAMMINGER

**Printed Name of Authorized Official**

*Eileen Caraker*

**Signature of Project Director**

EILEEN CARAKER

**Printed Name of Project Director**

**Date**

[FFY2013 VOCA 08/2012]

**CERTIFICATION FORM**

Recipient Name and Address: Gloucester County SANE/SART Program  
Grant Title: County SANE Project Grant Number: VS-29-12 Award Amount: 71,905  
Contact Person Name and Title: Eileen Caraker SANE/SART Phone Number: (856) 384-5555

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R. §§ 42.301-308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete either Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEO recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202) 307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEO Requirement. Please check all the boxes that apply.**

- |                                                                  |                                                                             |
|------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

\_\_\_\_\_  
Print or type Name and Title Signature Date

**Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Robert M. Damming [responsible official], certify that the County of Gloucester [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 C.F.R. §42.301, et seq., subpart E. I further certify that the EEO has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of: Gloucester County Human Resources Department [organization], at 2 South Board St., Woodbury, NJ 08096 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Robert M. Damming, Freeholder Director  
Print or type Name and Title Signature Date

**THE STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE**

**FEDERAL GRANT PROGRAM**

**GENERAL CONDITIONS AND ASSURANCES**

**Federal Assurances**

1. The Subgrantee agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs, *Financial Guide* (available on the web at: <http://www.ojp.usdoj.gov/financialguide/>) (OJP Financial Guide).
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Office for Victims of Crime (OVC), or Office on Violence Against Women (OVW), New Jersey Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular Letter) will be grounds for termination of this subaward.
4. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 *et seq.*, which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limits certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and state Executive Order No. 34 (Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, L&PS, and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act

of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.
16. The Subgrantee understands that DOJ and its agencies reserve the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application; and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
19. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEOP to OJP's Office for Civil Rights.
20. The Subgrantee acknowledges that failure to submit an acceptable EEOP (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
21. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be

used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

22. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
23. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
24. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
25. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
26. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the

implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.

27. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
28. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
29. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
30. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
31. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W., Room 4706  
Washington, D.C. 20530  
For additional information visit DOJ OIG's website at [www.justice.gov/oig](http://www.justice.gov/oig).

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)  
hotline: (800) 869-4499 or fax: (202) 616-9881  
(contact information in English and Spanish)

32. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
33. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.

34. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
35. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).
36. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.
37. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.
38. Subgrantee agrees to maintain annual Central Contractor Registration (CCR) registration with the federal government at <http://www.ccr.gov/> and maintain a current Data Universal Numbering System (DUNS) number. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
39. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.
40. Subgrantee agrees that it cannot allocate any funds to purchase vehicles.

#### State Conditions

41. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

42. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
43. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
44. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Letter Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
45. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
46. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
47. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the

Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.

48. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
49. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable Costs, and State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
50. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
51. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
52. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
53. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.

54. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
  - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
  - d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
55. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
  - b. Disallow all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
  - d. Withhold further awards for the program.
  - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - f. Take other remedies that may be legally available.
56. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

57. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
58. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
59. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
60. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
    - i. Has a history of unsatisfactory performance.
    - ii. Is not financially stable.
    - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
    - iv. Has not conformed to terms and conditions of previous awards.
    - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
  - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
    - i. Payment on a reimbursement basis.
    - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
    - iii. Requiring additional, more detailed financial reports.
    - iv. Additional project monitoring.
    - v. Requiring the Grantee to obtain technical or management assistance.
    - vi. Establishing additional prior approvals.
  - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:

- i. The nature of the special conditions/restrictions.
  - ii. The reason(s) for imposing the special conditions.
  - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
  - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
61. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
62. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
63. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
64. The Subgrantee agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
65. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
66. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular Letter 11-05-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

67. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
- a. A timekeeping system requirement as specified above.
  - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.
  - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.
68. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
69. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
70. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.
71. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

**CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the State of New Jersey Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the federal grant program and all other applicable federal and state laws, regulations, and guidelines.

Gloucester County

**Grant #** VS-29-12

**Subgrantee**

Freeholder Director

**Signature of Authorized Official**

**Title (County Executive, County Manager, County Supervisor, County Board President; Mayor, Chief Executive or Village President; State Agency Head; Nonprofit Chief Executive, President, Chairperson of the Board)**

Robert M. Damminger

**Printed Name of Authorized Official**

**Date**

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making is a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

Notice shall include the identification numbers(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, with 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

County of Gloucester, 2 South Broad Street

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P.O. Box 337, Woodbury, NJ 08096

2. Application Number and/or Project Name:

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VS-29-12

3. Grantee IRS/Vendor Number 21-6000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger, Freeholder Director

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5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN THE GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the County of Gloucester wishes to apply for funding  
Applicant's Unit of Government/Nonprofit Organization  
for a project under the Victims of Crime Act (VOCA) Grant Program,  
and

WHEREAS, the Board of Chosen Freeholders has reviewed the  
Applicant's Governing Body/Board of Directors  
accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public  
Safety and Gloucester County Prosecutor's Office for the purpose described  
Applicant's Unit of Government/Nonprofit Organization  
in the application;

THEREFORE, BE IT RESOLVED by the Gloucester Co. Freeholder Board that  
Applicant's Governing Body/Board of Directors

- 1) As a matter of public policy County of Gloucester wishes to  
Applicant's Unit of Government/Nonprofit Organization  
participate to the fullest extent possible with the Department of Law and Public Safety.
- 2) The Attorney General will receive funds on behalf of the applicant.
- 3) The Division of Criminal Justice shall be responsible for the receipt and review of the  
applications for said funds.

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

County of Gloucester Board of Chosen Freeholders

held on the

Applicant's Governing Body/Board of Directors

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and duly recorded in my office;

that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

Clerk of the Board

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Title (Mayor, Freeholder-Director,  
County Executive, Agency Head,  
President, Chairperson of the Board)

Robert N. Dilella

\_\_\_\_\_  
Name of Certifying Officer

[FFY2013 VOCA 08/2012]

# Federal Financial Accountability and Transparency Act Information Form

**To be completed by Subrecipient:**

1. Agency Name: Gloucester County Prosecutor's Office

2. City: Woodbury 3. State: NJ 4. Zip + 4 08096-4606  
(www.usps.com/zip4/)

5. Congressional District (Agency main office) (2 digits) (01 -- 13): 5th 6. County: Gloucester  
(http://www.govtrack.us/congress/findyourreps.xpd)

7. DUNS number (http://www.dnb.com/us/) (9 digits): 95-736-2247

8. Location of Primary Place of Performance of Project (if different than above). Enter the **ONE** location and corresponding congressional district where the majority of work is completed. (State wide is not acceptable):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Congressional District (2 digits) (01 – 13): \_\_\_\_\_ County: \_\_\_\_\_

9. Central Contractor Registration Completed (http://www.ccr.gov/): Yes:  No:

If No, please explain: \_\_\_\_\_

10. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if: (i) the entity in the preceding fiscal year received, (a) 80 percent or more of its annual gross revenues in Federal awards; and (b) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986. (http://www.cqsh.com/cqsh/SECdeterminationofNamedExecutiveOfficers.pdf)

<u>Officer Name</u>	<u>Total Compensation</u>
#1 _____	_____
#2 _____	_____
#3 _____	_____
#4 _____	_____
#5 _____	_____

11. Signature of Agency Representative: Gary Schwarz, County of Gloucester Treasurer

**To be completed by Division/SubGrantor:**

1. Amount of Award: \_\_\_\_\_ 2. Federal: \_\_\_\_\_ 3. Match or State Share: \_\_\_\_\_

4. Award Title: \_\_\_\_\_

5. Award Number: \_\_\_\_\_

6. Transaction Type: \_\_\_\_\_ 7. CFDA Number: \_\_\_\_\_

8. Program Source: \_\_\_\_\_

## AUDIT REQUIREMENTS

As a recipient of funds through the New Jersey Department of Public Safety, you **ARE** required to submit a copy of your agency's audit for the period covered by this contract.

- ▶ An audit (financial statement audit or program-specific audit) is required for the agency fiscal year, when **State** financial assistance, (which consists of funds received directly from the State, but does not include federal pass-through funds), of **\$100,000** or more is expended by the applicant agency.
- ▶ A single audit is required for the agency fiscal year, when **Federal** financial assistance, (which consists of funds received from the Federal Government or federal funds passed through state agencies), of **\$500,000** or more is expended by the applicant agency.
- ▶ No audit of any type is required when **STATE** financial assistance of less than \$100,000 or **FEDERAL** financial assistance of less than \$500,000 is expended. However, the Chief Financial Officer of the agency must attest to the adequacy of the applicant's accounting system.



1. DATE OF LAST AUDIT:

6/10/12

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2. DATE(S) COVERED BY LAST AUDIT:

1/1/11 through 12/31/11

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3. LAST AUDIT PERFORMED BY:

Petroni & Associates, LLC

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PHONE NUMBER OF AUDITOR:

856-881-1600

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4. DATE OF NEXT AUDIT:

June 2013

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5. DATE(S) TO BE COVERED BY NEXT AUDIT:

1/1/12 through 12/31/12

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6. NEXT AUDIT WILL BE PERFORMED BY:

Petroni & Associates, LLC

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PHONE NUMBER OF AUDITOR:

856-881-1600

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7. TOTAL AMOUNT OF FUNDS RECEIVED FROM *ALL* ENTITIES  
*INCLUDING* THE DEPARTMENT OF LAW & PUBLIC SAFETY

FEDERAL AMOUNT: \$ 5,700,733

STATE AMOUNT:

\$ 6,367,877

SIGNED: Amanda Liberto  
9/19/12

DATE:

TITLE: Accountant

DATE:

AGENCY: County of Gloucester  
856-845-3356

PHONE:

[FFY2013 VOCA 08/2012]



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

	<b>SECTION A: PURPOSE</b>	
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The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

	<b>SECTION B: GENERAL</b>	
--	---------------------------	--

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated ( <i>month, day, year</i> )	b. Principle officers	Titles
c. Employer Identification Number:		
d. Number of Employees Full Time:          Part Time:		

2. Is the firm affiliated with any other firm:  Yes  No  
 3. Total Sales/Revenues in most recent  
 If "yes", provide details:  
 accounting period. (*12 months*)

\$

<b>SECTION C: ACCOUNTING SYSTEM</b>	
-------------------------------------	--

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?  Yes  No

a. If yes, provide name, and address of Agency performing review:	b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.
	Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system:  Manual  Automated  Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant?  
 Yes  No  Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget?  
 Yes  No  Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?  
 Yes  No  Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses?  
 Yes  No  Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?  
 Yes     No     Not Sure

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?  
 Yes     No     Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants?  
 Yes     No     Not Sure

OJP FORM 7120/1 (2/02)

(continued on reverse)

	<b>SECTION D: FUNDS CONTROL</b>	
--	---------------------------------	--

1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified?  
 Yes     No     Not Sure

	<b>SECTION E: FINANCIAL STATEMENTS</b>	
--	----------------------------------------	--

1. Did an independent certified public accountant (CPA) ever examine the financial statements?  
 Yes     No

2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued.  
 Enclosed     N/A

3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:

	<b>SECTION F: ADDITIONAL INFORMATION</b>	
--	------------------------------------------	--

1. Use this space for any additional information (indicate section and item numbers if a continuation)

	<b>SECTION G: APPLICANT CERTIFICATION</b>	
--	-------------------------------------------	--

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature	b. Firm Name, Address, and Telephone Number
a. Title	

	<b>SECTION H: CPA CERTIFICATION</b>	
--	-------------------------------------	--

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. **If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.**

1. Signature	b. Firm Name, Address, and Telephone Number
a. Title	

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810-7<sup>TH</sup> STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

**RESOLUTION TO REVISE THE SURROGATE'S FIVE YEAR PLAN TO REFLECT THE ACCELERATION OF THE STATE OF NEW JERSEY'S GUARDIANSHIP MONITORING PROGRAM**

**WHEREAS**, as a County Constitutional Officer, the Surrogate is charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare, and submit a five year plan for the use of the Document Trust Fund Monies to the Gloucester County Board of Chosen Freeholders; and

**WHEREAS**, Legislature mandated management controls for planning and budgeting to the trust fund process requiring each Constitutional Officer to submit to the Board of Chosen Freeholders "for approval", a five year capital plan; and

**WHEREAS**, the office of the Gloucester County Surrogate, as a Constitutional Office is responsible for the probate and administration of estates, adoptions and the custody and investments of funds of minors; and

**WHEREAS**, these fees are surcharges mandated by the Legislature, paid for the processing filing or recording of various documents in the office; and

**WHEREAS**, the revenues are to be expended solely for improving and modernizing the recording and other functions of the Surrogate's Office; and

**WHEREAS**, the surcharges collected are in addition to the increased fees and revenues paid to the County under the above law; and

**WHEREAS**, for the year 2012, it is anticipated that the total surcharge fees collected will be approximately \$17,984.00 and thereafter it is anticipated that the fee will be as follows:

- 2013 - \$18,100.00
- 2014 - \$18,098.00
- 2015 - \$18,200.00
- 2016 - \$18,300.00

**WHEREAS**, it is projected that over the five year period of expenditure, the collected fees for the trust fund with interest will be; and

**WHEREAS**, the Surrogate has reviewed these collections and projections with the County Finance Office, who has concurred in these amounts and projections; and

**WHEREAS**, after conducting reviews, assessments, inspections, and comparisons of concepts and alternatives, the monies will be applied to upgrading technological equipment within the Surrogate's Office to increase efficiency and modernize the office by doing so:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Five Year Plan of the Gloucester County Surrogate as prepared and kept on file by the Gloucester County Surrogate and which shall be a part of this resolution as if set forth herein is hereby adopted for the year 2012 through 2016.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

**GLOUCESTER COUNTY SURROGATE'S  
Five Year Plan  
July 1<sup>st</sup>, 2012 to June 30<sup>th</sup> 2017**

The office of the Gloucester County Surrogate, as a Constitutional Office, is responsible for the probate and administration of estates, Adoptions, Minor's Account (SITG) Guardianships and Incapacitated Hearings.

As a County Constitutional Officer, I am charged under the provisions of the Laws of 2001, Chapter 371 to develop, prepare and submit a five year plan for the use of the Document Trust Fund Monies to the County Board of Chosen Freeholders.

These fees are surcharges mandated by the Legislature, paid for the processing, filing or recording of various documents in the office. The revenues are to be expended solely for improving and modernizing the recording and other functions of this Office. These surcharges collected are in addition to the increased fees and revenues paid to the County under the law.

**SURROGATE IMPROVEMENT ACCOUNT  
ANTICIPATED FEES**

2012 - \$17,984  
2013 - \$18,100  
2014 - \$18,098  
2015 - \$18,200  
2016 - \$18,300

## **MISSION/OBJECTIVE**

The Mission of the Surrogate Court is to fulfill the duties as set forth in Title 3B-(N.J.S.A. 3B:1-1 to 3B:30-12) and New Jersey Court Rules 4:80-4:101.

## **Functions of Surrogate Court**

1. Probate Proceedings and Administrations of Estates
2. Minor's Estate/ Surrogate Intermingled Trust Fund
3. Accountings/Audits
4. Adoptions
5. Superior Court Proceedings
6. Guardianships/**GUARDIANSHIP MONITORING**

## **FIVE YEAR GOALS**

### **To ensure transparency of all court records--**

As governed by the Administrative Office of the Courts (AOC) the Surrogate Court will continue to make all court records available for the public to access while simultaneously balancing the need to keep certain personal identification redacted from the files, such as social security numbers.

### **Guardianship Monitoring Program**

The objective of the program will be to ensure that wards are protected. The Probate Court will review guardianship and conservatory appointments on a regular basis. This function allows the Court to have first-hand knowledge

about the care each ward is receiving and ensure they remain safeguarded.

**To continue to comply with records retention schedules:**

The Surrogate will continue to work with such entities as, the New Jersey Division of Archives and Records Management (DARM) under the New Jersey Department of State and the PARIS grant committee to improve the safeguarding of all public records.

**To create interactive forms on the website:**

Since the Courts website has been expanded, an opportunity exists to further expand out services to include interactive forms for the public and legal community.

**To continue to be proactive in all aspects of bringing the work of the Surrogate Court to the residents of Gloucester County:**

The surrogate attends senior events throughout the year. Always expressing the need to have a will, not make changes to the will, updating an existing will and supplies the event with information regarding the process of probation.

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT OF SALE FOR THE ACQUISITION OF A DEVELOPMENT 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 61.539 ACRES, INCREASING THE AMOUNT \$660.00, FOR A TOTAL AMOUNT OF \$615,390.00**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS**, Fred Cavallaro, Jr., having presented himself as the owner of the land and premises located in the **Township of Logan** (hereinafter the "Township"), **and known as Block 801, Lots 56 and 58, on the Official Tax Map of the Township (hereinafter collectively the "Property")**, which consists of **approximately 61.473 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, Fred Cavallaro, Jr., as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, on September 19, 2012, the County passed a resolution authorizing the purchase of the development rights on the Property, with this original resolution based on a final surveyed area of 61.437 acres and a certified value of \$10,000.00 per acre, resulting in an acquisition price of **\$614,730.00**; and

**WHEREAS**, Fred Cavallaro, Jr., has requested that a .066 acre portion of the Property that was previously included in an exception area now be incorporated into the final area to be preserved, resulting in a new acquisition price of **\$615,390.00**, based on a final surveyed area of 61.539 acres and a certified value of \$10,000.00 per acre; and

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$615,390.00**, which is the total purchase price for same; and

**WHEREAS**, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easements has been appropriated; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$660.00**, for a total amount of \$615,390.00 pursuant to CAF# 12-10260, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase development easements in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations.

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

1. The County be, and the same hereby is, authorized to acquire development easements

in the farm premises owned by **Fred Cavallaro, Jr.** known as **Block 801, Lots 56 and 58**, in the Township of Logan, County of Gloucester, State of New Jersey for the amount of **\$615,390.00**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Fred Cavallaro, Jr.**, in regard to the County's purchase of development easements in the farm premises known as **Block 801, Lots 56 and 58**, in the Township of Logan, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

FRED CAVALLARO, JR.

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Fred Cavallaro, Jr., having an address of 100 Lamson Lane, Logan Township, NJ, 08085  
(hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096  
(hereinafter "Buyer")

PROPERTY: Lots 56 & 58, Block 801, in the Township of Logan, County of Gloucester, and State of New Jersey  
(hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 10,000.00      ASSUMED ACREAGE: Approximately  
61.539 acres

ESTIMATED GROSS SALES PRICE: \$615,390.00

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE

# OF EXCEPTION AREAS: NONE

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**  
B - Conditions on Excepted Land - **no**  
C - Fuel Tank Disclosure - **yes**

**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE,** in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

**1.0. Definitions.**

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.** In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property;  
(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

**15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

**16. COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

**17. LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

**18.1. DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

**19. NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. **COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. **CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. **NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

**SELLER:**

Fred Cavallaro, Jr.

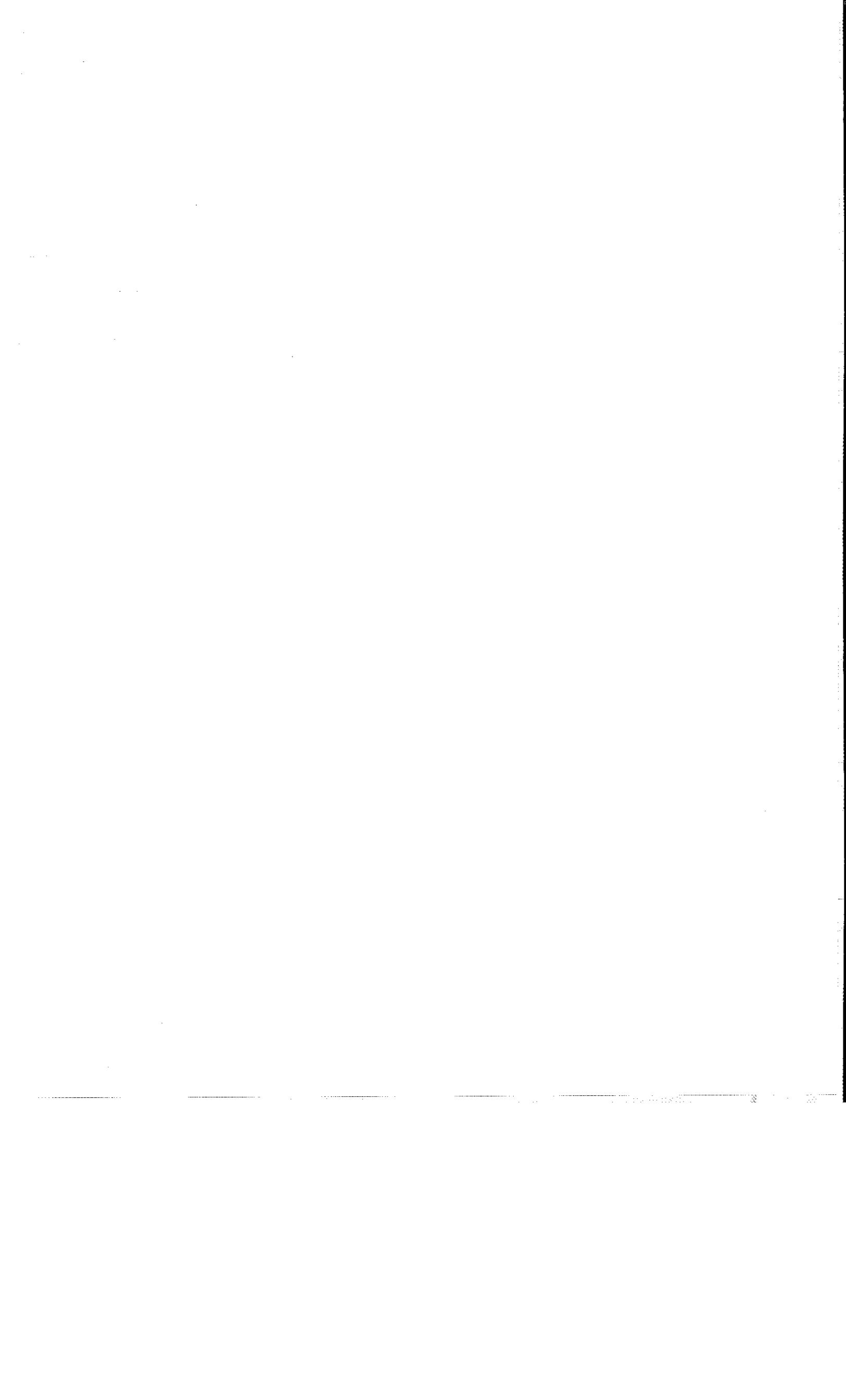
BY: \_\_\_\_\_  
Fred Cavallaro, Jr.

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

**BUYER:**

COUNTY OF GLOUCESTER

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





**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

**ATTACHMENT C - FUEL TANK DISCLOSURE**

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

**Use additional sheet(s) if more than three tanks are on the Property.**

All property owners must sign:

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

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

**Fred Cavallaro, Jr.**

GI.

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

Certificate of Availability of Funds

TREASURER'S NO. 12-102100

DATE November 13, 2012

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$660.00 COUNTY COUNSEL August Knestaut

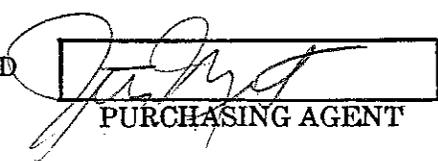
Resolution authorizing an amendment to the Agreement of Sale  
DESCRIPTION: for the acquisition of a development easement on the farm  
property of Fred Cavallaro, Jr. located in the Township of Logan,  
known as Block 801, Lots 56 and 58, consisting of 61.539 acres,  
increasing the amount \$660.00, for a total amount of \$615,390.00

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098

Ken Atkinson (MVA)  
DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-16-12

11/20/12

**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 SAMUEL ARTHUR AYLING AND RICHARD ALAN AYLING, LOCATED IN THE TOWNSHIP OF WASHINGTON, KNOWN AS BLOCK 82.21, LOT 28, CONSISTING OF APPROXIMATELY 35.42 ACRES, FOR THE AMOUNT OF \$793,408.00**

**WHEREAS**, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

**WHEREAS**, Samuel Arthur Ayling and Richard Alan Ayling, having presented themselves as the owners of the land and premises located in the Township of Washington (hereinafter the "Township"), and known as Block 82.21, Lot 28, on the Official Tax Map of the Township (hereinafter collectively the "Property"), which consists of approximately 35.42 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, Samuel Arthur Ayling and Richard Alan Ayling, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County a development easement in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

**WHEREAS**, such development easement would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

**WHEREAS**, the Property has been determined to qualify for the purchase of said easements under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

**WHEREAS**, the County would be providing funds through its Farmland Preservation Program for the purchase of the said development easement in the Property in the amount of \$722,568.00 towards the total purchase price for same; and

**WHEREAS**, the Township would be providing cost-share funding through its Farmland Preservation Program for the purchase of the said development easement in the Property in the amount of \$70,840.00 towards the total purchase price for same; and

**WHEREAS**, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase of development easement for the County's share of the purchase price has been appropriated; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds in the amount of \$722,568.00, pursuant to CAF# 12-10259, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

**WHEREAS**, the execution of a conditional Agreement of Sale by the County to purchase the development easement in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act and Regulations; and

**WHEREAS**, the Township of Washington has previously adopted an ordinance confirming its agreement to cost-share in the purchase of the development easement by contributing \$70,840.00 toward the total purchase price; and has duly encumbered these funds as required by law.

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

1. The County be, and the same hereby is, authorized to acquire a development easement in the farm premises owned by **Samuel Arthur Ayling and Richard Alan Ayling**, known as **Block 82.21, Lot 28**, in the Township of Washington, County of Gloucester, State of New Jersey for the amount of **\$793,408.00**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County, and **Samuel Arthur Ayling and Richard Alan Ayling**, in regard to the County's purchase of a development easement in the farm premises known as **Block 82.21, Lot 28**, in the Township of Washington, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives, including County Counsel, and any Assistant County Counsel, be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 5, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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CONTRACT TO SELL DEVELOPMENT EASEMENT

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SAMUEL ARTHUR AYLING AND RICHARD ALAN AYLING

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: **Samuel Arthur Ayling**, having an address of 220 Chapel Heights Road, Sewell, NJ, 08080 and **Richard Alan Ayling**, having an address of 901 West Point Drive #605, North Myrtle Beach, SC, 29582, (hereinafter referred to as the "Seller")

BUYER: **THE COUNTY OF GLOUCESTER**, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 28, Block 82.21 in the Township of Washington, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 22,400.00      ASSUMED ACREAGE: Approximately  
35.42 acres

ESTIMATED GROSS SALES PRICE: \$793,408.00

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

# OF EXCEPTION AREAS: 1 (1.24 acres, severable)

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**  
B - Conditions on Excepted Land - **no**  
C - Fuel Tank Disclosure - **yes**

**WITNESSETH:**

**WHEREAS**, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

**WHEREAS**, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

**WHEREAS**, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

**WHEREAS**, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

**WHEREAS**, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

**WHEREAS**, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

**WHEREAS**, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

**WHEREAS**, Seller and Buyer wish to permanently preserve and

restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

**NOW, THEREFORE,** in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

**1.0. Definitions.**

**"Agricultural use"** means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

**"Application processing costs"** means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

**"Assumed Gross Acreage"** means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

**"Closing"** means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

**"Commitment Period"** means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

**"Consideration"** means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

**"Development Credit"** means an instrument of development potential representative of the number of dwelling units or other

designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

**"Development Easement"** means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

**"Development Rights"** means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

**"Effective Date"** of this agreement shall be the sixth (6<sup>th</sup>) day following the day that both parties have executed this agreement.

**"Hazardous Substance"** means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

**"IRS"** means the Internal Revenue Service.

**"Like-Kind Exchange"** means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

**"Non-County Funds"** means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

**"Nonagricultural Development Rights"**: See Definition for Development Rights above.

**2.0. BUYER'S AND SELLER'S COMMITMENTS.** In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

**2.1 FORM OF DEED.** Attachment A hereto is the Deed of Easement

form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

**2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER.** At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

**2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER.** At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

**2.3. SELLER'S CONDITIONAL.** During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

**2.4. LIKE KIND EXCHANGE.** Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all

documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

**2.5. LIKE KIND EXCHANGE ELECTION.** The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

**2.6. SELLER'S COSTS TO PERFORM.** Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

**2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY.** In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

**2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES.** Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

**2.7.2. NO RELIANCE ON BUYER.** Seller shall not be entitled to

rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

**2.8. SELLER'S TITLE AND RIGHT OF ACCESS.** Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

**2.8.1. SUBORDINATION OF CLAIMS.** Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

**2.9. SELLER'S COVENANTS AS TO USE.** Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be commenced.

**2.10. SELLER'S ACTIONS PRIOR TO CLOSING.** Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

**2.11. SELLER'S COMMITMENT TO COOPERATE.** Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

**2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL.** Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

**2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY.** By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

**2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT.** Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

**2.14. SEPTIC SYSTEM USE.** In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

**2.15. CONDEMNATION PROCEEDINGS.** Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

**2.16. EXCLUSIVE AGREEMENT.** Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

**2.17. NO LITIGATION OR VIOLATIONS PENDING.** Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

**3.0. COMPENSATION TO SELLER.** In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

**3.1. COMPUTATION OF PURCHASE PRICE.** Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage

shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

**3.2. PAYMENT OF PURCHASE PRICE.** Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

**3.3. EASEMENT EFFECTIVE AT CLOSING.** All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

**4.0. TITLE INSURANCE.** The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

**4.1. EVIDENCE OF SELLER'S TITLE.** Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

**4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE.** The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

**4.3. EXTENSION OF COMMITMENT PERIOD.** Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

**4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE.** The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

**4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE.** Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller.

Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

**5.0. SURVEY OF PROPERTY.** Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

**6.0. INSPECTIONS OF THE PROPERTY.** Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

**7.0. RISK OF LOSS.** Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

**7.1. CONDITION OF THE PROPERTY.** Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller

applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

**8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

**8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY.** Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

**8.2. INDEMNIFICATION OF SELLER.** Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

**9.0 REDUCTION OF PROPERTY'S VALUE.** Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall

constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

**10.0. USE OF PROPERTY AFTER SALE.** Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

**10.1. NO RELIEF FROM RESTRICTIONS.** No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

**11. DEFAULT BY SELLER.** Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment

Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

**12. BUYER'S RIGHTS ON SELLER'S DEFAULT.** In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and

f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

**13. ENFORCEMENT OF AGREEMENT AND EASEMENT.** Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

**14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY.** Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

**15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY.** Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

**16. COMPLETE AGREEMENT.** This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

**17. LOCATION OF CLOSING.** Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

**18. TIME FOR CLOSING.** Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall

establish a date for closing which is acceptable to both parties.

**18.1. DELAY IN CLOSING BY SELLER.** Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

**19. NO COLLUSION.** Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

**20. NOTICES.** All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

**21. SURVIVABILITY OF COVENANTS.** All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

**22. WAIVER OF BREACH.** The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

**23. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or

enforceability of any other provision hereof.

**24. PERSONS BOUND.** This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**25. SELLER ENTITY.** If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

**26. COUNTERPARTS.** This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**27. CAPTIONS.** The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

**28. NUMBER AND GENDER.** For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

**IN FURTHER WITNESS WHEREOF,** and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

Samuel Arthur Ayling

BY: \_\_\_\_\_  
Samuel Arthur Ayling

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

Richard Alan Ayling

BY: \_\_\_\_\_  
Richard Alan Ayling

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

BUYER:

COUNTY OF GLOUCESTER

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





**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,  
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

**ATTACHMENT C - FUEL TANK DISCLOSURE**

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

**Use additional sheet(s) if more than three tanks are on the Property.**

All property owners must sign:

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

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

**Samuel Arthur Ayling**

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

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

**Richard Alan Ayling**

GA

Steven W. Bartelt

Estate Appraisal Consultants

Invoice No	10861sbGCLP
Date	25 March 2010
Total Due	\$2,900
Project Name	Ayling Farm

PO Box 8169  
Turnersville, NJ 08012  
856-582-5892

FAX 856-582-3493  
Sbartelt22@comcast.net

**ORIGINAL INVOICE**

CLIENT NAME:

Gloucester County Office Of Land Preservation  
Gloucester County Building of Government Services  
1200 North Delsea Dr .  
Clayton, NJ, 08312  
Mr Ken Atkinson, Director

REMIT PAYMENT TO:

Steven W Bartelt  
PO Box 8169  
Turnersville, NJ 08012

Description of Activity

Preparation of Real Estate Appraisal Reports  
220 Chapel Heights Rd/Ayling Farm  
At the Intersection of Thies Rd  
Block 82.21, Lot 28 Tax Map #12.04  
Washington Township  
Gloucester County, NJ

Fees Charged

2,900.00

Thank You!

**Total**

\$2,900.00

*sent  
3-26*



PO Box 8187  
Turnersville, NJ 08012

# Invoice

Invoice Date:	Invoice #:
3/30/2010	427

<b>Bill To:</b>
County of Gloucester PO Box 337 Woodbury, NJ 08096

<b>Terms</b>	<b>Rep</b>
Net 30	AC

Description	Amount
IAG File #210012 AYLING FARM - Before & After Valuation Ownerr: Samuel & Richard Ayling Address:Block 82.21, Lot 28, Chapel Heights Road, Washington Township, Gloucester County, NJ Ordered by:Ken Atkinson	3,250.00
<b>Total</b>	<b>\$3,250.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$3,250.00</b>

<b>Phone #</b>	<b>Fax:</b>	<b>Web Site</b>
856-582-4611	856-582-4711	www.insightnj.com

sent  
4-1