

AGENDA

7:30 p.m. Wednesday, August 7, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

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

P-1 Proclamation Honoring Gloucester County Institute of Technology Cheetahs Women's Softball Team for their Outstanding Performance during the 2013 Season (Barnes) (to be presented)

P-2 Proclamation to Honor and Welcome home Sergeant Roy Pierson and Sergeant Matthew Gambale from their deployment in Afghanistan on Friday, July 12, 2013 (Chila) (previously presented)

P-3 Proclamation to Honor Virginia Johnson for her unselfish and outstanding gift of six bronze statues to the Glassboro Memorial Post # 679 and for her outstanding and longtime service to her Community and our Countries Veterans of Foreign Wars (Chila) (previously presented)

P-4 Proclamation Recognizing Cecil Fire Company # 1 on their Celebration of Housing their new 2013 Spartan ERV Rescue Pumper on June 8, 2013 (Chila) (previously presented)

P-5 Proclamation Recognizing Williamstown Fire Company # 1 on their Celebration of Housing their Two new 2013 Spartan ERV Class A Pumpers on June 8, 2013 (Chila) (previously presented)

P-6 Proclamation in Honor of the Gloucester County Veterans Memorial Cemetery Honor Guard for their continued commitment and service to their fellow Veterans (Chila) (previously presented)

P-7 Proclamation to Honor and Welcome home Specialist Danyelle R. Cormaney and Corporal Frederick J. Cormaney, Jr. from their deployment in Afghanistan on Saturday, July 27, 2013 (Chila) (previously presented)

P-8 Proclamation to Honor and Welcome home Sergeant Dominick Jones from his deployment in Afghanistan on Friday, July 12, 2013 (Chila) (previously presented)

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA**

A-1 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6. The Human Resources Manual provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to Gloucester County residents. The Human Resources policies have been reviewed and modified as deemed necessary. Clarification was needed to enhance the understanding of these policies. The Human Resources Department is requesting this resolution to approve, as part of the Administrative Code, revisions to certain parts of the existing manual (PER-6) as follows:

- **Sections 1.1 – 3.6 re: NJDOP revised to NJ Civil Service Commission:** In accordance with Chapter 29 of the Laws of 2008, the Department of Personnel was abolished as a principal executive department and replaced by the Civil Service Commission.
- **Section 1.6 re: Disability Services:** per e-mail directive from Administration dated January 31, 2013 – this is correct ADA language and phone numbers.
- **Sections 2.7E & 5.1 re: Third Party Administrator:** Formally Conner Strong, the company recently added Buckelew to their company name (the firm's Chairman).
- **Section 5.2 re: Waiver revisions:** Per notification from County Administrator dated January 3rd, 2012, in accordance with N.J.S.A. 40A: 10-14, the County no longer offers a payment to employees that waive benefits. Furthermore, the County offers health benefits through the State Health Benefits Plan as of May 1st, 2012.
- **Section 6.2 re: Holiday policy** contained a reference to lump sum payments for Corrections and Juvenile Detention. Juvenile Detention is no longer applicable as the bulk of staff was outsourced in 2009 and recent settlement of the three Corrections collective bargaining agreements (most recent approved on April 24, 2013) eliminated the lump sum holiday pay for this department.
- **Sections 7.2 & 7.3 re: References to 4A: 2-2.3** revised in accordance with P.L. 2011, c. 70, the "New Jersey First Act" (Act), requires all public employees appointed on or after the Act's effective date, September 1, 2011, to be New Jersey residents.
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- **Section 8.2 re: Injury on the Job Release of Information:** in accordance with request from the Safety Director and as recommended by the Workers' Compensation insurance company.
- **Section 9.2 re: Emergency closing policy** stated that any employee that reports to work to provide essential services when the County facilities are closed will receive an equal amount of compensatory time off, with the exception of those employees who are paid overtime for such a shift. The County has twelve different collective bargaining agreements and this statement does not necessarily apply to all employees and has been found contradictory to certain CBA language.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87. The NJ State Division of Elections will reimburse Gloucester County for reasonable and necessary expenses incurred for the Special Primary Election/Special General Election for the U.S. Senate. This resolution will provide for revenue in the amount of \$909,168.00 to be inserted in the County Budget in relation to the 2013 Special Primary Election/Special General Election.

A-3 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87. This resolution will provide for various items of revenue to be inserted in the County budget which includes:

- **Women, Infants & Children Program (WIC) - \$5,000.00** - These additional funds were approved by the State to increase the allocation for personnel costs associated with the operation of the current WIC grant. Total funding for the FFY 2013 WIC program is being increased to \$710,200.00. The WIC program provides nutrition education and vouchers redeemable for nutritious foods for lactating women, infants and children.
- **Peer Grouping - \$97,374.00** - The PEER Grouping program is designed to provide care management and supportive services such as personal care/homemaking assistance and adult day care to the elderly residents of Gloucester County suffering from dementia related illnesses and to forestall nursing home placement. Funding for this program is mandated by Medicaid that 10% of nursing home revenues be allocated to assist the elderly population remain in the community.
- **Edward Byrne Memorial Justice Assistance Grant (JAG) - \$10,743.00** - This grant will provide funds to enhance Deptford Townships Community Policing Unit. Funds will be used to pay officer overtime during community policing events. Funds will also purchase equipment and materials for those events. Ten percent of the award will fund the grant administrative cost of the Prosecutors Office.
- **County Environmental Health Act - \$98,050.00** - These funds will be used for the continued support of delegated CEHA activities. Funds will be used to provide services by Gloucester County on behalf of the Department of Environmental Protection to include hazardous materials, water pollution, safe drinking water, air pollution and solid waste. These funds will also be used to pay salaries for the period of January 1st thru June 30th with the expectation of future grant funds to cover salaries for the remainder of the year. Future funding is expected to bring this grant onto a State fiscal year program.

A-4 RESOLUTION AUTHORIZING THE APPOINTMENT OF A CERTAIN INDIVIDUAL TO SERVE AS A MEMBER OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD. It has been determined that there is a necessity for the appointment of a certain member of the Gloucester County Workforce Investment Board as follows: Cleve W. Bryan, Business Sector for a three year term ending December 31, 2015.

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

**DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO**

B-1 RESOLUTION AUTHORIZING AWARD OF CONTRACTS FOR THE PROVISION OF PROFESSIONAL RADIO COMMUNICATIONS CONSULTING SERVICES FROM AUGUST 7, 2013 TO AUGUST 6, 2014 TO 1) CONSOLIDATED CONSTRUCTION MANAGEMENT SERVICES (CCMS), IN AN AMOUNT NOT TO EXCEED \$245,880.00 AND 2) MISSION CRITICAL PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED \$104,875.00. Resolution authorizing the execution of a professional services contract, as per RFP-13-031, from August 7, 2013 to August 6, 2014 with Consolidated Construction Management Services (CCMS), in an amount not to exceed \$245,880.00 and Mission Critical Partners, Inc., in an amount not to exceed \$104,875.00.

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

C-1 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE BOROUGH OF CLAYTON INCREASING THE CONTRACT AMOUNT BY \$28,908.00 FOR COMPLETION OF FLOOD DRAINAGE IMPROVEMENT PROJECT. This Requesting authorizes an Amendment to a Contract with the Borough of Clayton having offices at 125 N. Delsea Drive, Clayton, NJ, originally entered into on November 7, 2012. The Contract is amended to extend the paving on the N. Dennis, Costill Avenue

Drainage project which will allow the runoff to flow to the drains on Costill and N. Dennis more efficiently. The additional funds allow the Borough to reconstruct two additional Type B Inlets on Costill Avenue and reconstruct the existing drainage system that flows on Costill and N. Dennis. This amendment will provide additional funding for the project through the Community Development Block Grant Program (CDBG) Grant Funds which are available through the US Department of Housing and Urban Development (HUD). The Contract is amended to provide that the total contract amount is increased by \$28,908.00.

C-2 RESOLUTION CONFIRMING SETTLEMENT OF THE CONDEMNATION MATTER COUNTY OF GLOUCESTER V. PATRICK J. BOYCE & THERESA BOYCE UNDER DOCKET NO. GLO-L-1318-12.

The Resolution authorizes and confirms settlement of the Condemnation Matter, and has been recommended by Counsel for the County for the acquisition of a Road Easement Across a part of the Real Property located at 78 Abbington Lane, Sewell, NJ 08080, known as Block 54.02, Lot 126, on the Washington Township Tax Map, from Patrick J. Boyce and Theresa Boyce, his wife, (hereinafter "Property Owners") for the balance of the Commissioners Award of \$9,000.00 as the just compensation for the said taking. The County has on deposit with the Court in the Condemnation Action the sum of \$6,600.00 (by Resolution August 22, 2012), with the additional sum of \$2,400.00 for a total amount of \$9,000.00 to be paid directly to the Property Owners by the County in order to resolve the Condemnation Matter. The County filed a Verified Complaint in Condemnation in the Superior Court of New Jersey, Law Division, Gloucester County on November 26, 2012 with the caption *County of Gloucester v. Patrick Joseph Boyce, et al*, under Docket No. GLO-L-1318-12 (hereinafter the "Condemnation Action"). The said easement is needed for intersection improvements/redesign for the County's project known as "Reconstruction of Egg Harbor Road, County Route 630, from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County," Federal Project No. STP-4048(105) ROW, Engineering Project #06-01FA. The Property was appraised at \$6,600.00. The cost of the appraisal services for this acquisition was \$2,975.00, the cost for the negotiation services are \$1,725.00 to date, and the cost to verify Title was \$125.00. Appraisal Report (pages 1-3) attached. All costs associated with this project are 100% Federally funded.

**DEPARTMENT OF HEALTH &
EDUCATION**

**FREEHOLDER BARNES
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING AN EMERGENCY GRANT AGREEMENT WITH EVERGREEN COURT ADULT DAY SERVICES FROM JULY 1, 2013 TO DECEMBER 31, 2013 IN AN AMOUNT NOT TO EXCEED \$9,567.00 DUE TO THE SUDDEN CLOSURE OF GUARDIAN PROGRAMS ADULT MEDICAL DAY CARE.

Resolution authorizing the termination of an adult medical day care services contract with Guardian Programs Adult Medical Day Care. The contract will be terminated at the request of the grantee, Guardian Programs Adult Medical Day Care, due to the immediate closure of the existing facility and therefore the inability to satisfy its contractual obligations within the terms of the Grant Agreement. The Grant Agreement was from January 1, 2013 to December 31, 2013. The termination will be effective June 30, 2013. An emergency award to Evergreen Court Adult Day Services will contract all un-expended balances of the grant funds of the program in an amount not to exceed \$9,567.00 for the continuation of the Adult Medical Day Care Services program, as per protocols and provisions of Title III of the Older Americans Act of 1965, for the remaining contract period of July 1, 2013 to December 31, 2013.

D-2 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALL ABOUT CARE, LLC FOR THE PROVISION OF THE PEER GROUPING HOMEMAKER/PERSONAL CARE PROGRAM IN AN AMOUNT NOT TO EXCEED \$41,590.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

Resolution authorizing the execution of a contract, awarded by RFP 12-041, with All About Care LLC., 870 Mantoloking Road, Brick, N.J. 08723, in an amount not to exceed \$41,590.00 for the provision of a PEER Grouping, Homemaker Care/Personal Program to elderly clients, residing in Gloucester County, with dementia related illnesses, on behalf of the Gloucester County Division of Senior Services from January 1, 2013 to December 31, 2013, contingent upon grant funding under the Peer Grouping Grant awarded by the New Jersey Department of Human Services Division of Aging Services

D-3 RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT, AWARDED BY NEW JERSEY STATE GRANT PROVISIONS, WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, (AS THE OWNER/OPERATOR OF THE SHADY LANE NURSING HOME) PURSUANT TO WHICH THE COUNTY OF GLOUCESTER WILL ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 FOR A TOTAL CONTRACT AMOUNT OF \$97,374.00.

Resolution authorizing execution of a contract, awarded by New Jersey State Grant Provisions, with the Gloucester County Improvement Authority, 109 Budd Blvd., Woodbury, N.J. 08096, (as the owner/operator of the Shady Lane Nursing Home) pursuant to which the County of Gloucester, through the Gloucester County Division of Senior Services, will administer certain care management and support for services, through subcontractors, in the context of PEER Grouping Contracts with in a PEER Grouping Program, which will enable the Division of Senior Services to provide care management and supportive services such as homemaker assistance, and adult day care to Gloucester County elderly suffering from dementia related illnesses from January 1, 2013 to December 31, 2013. The GCIA agrees to pay the County the total contract amount of \$97,374.00.

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA**

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER WALLACE
FREEHOLDER SIMMONS**

F-1 RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH SECURE ALERT, INC. TO PROVIDE GPS HOME ELECTRONIC DETENTION SYSTEM TRACKING DEVICES FOR THE DEPARTMENT OF CORRECTIONS FROM AUGUST 3, 2013 TO AUGUST 2, 2015 WITH AN ANNUAL AMOUNT OF PAYMENTS BY THE INDIVIDUAL INMATES USING THE DEVICES NOT TO EXCEED \$200,000.00, AND AN ANNUAL AMOUNT BY THE COUNTY NOT TO EXCEED \$5,000.00. This Resolution extends the current contract with Secure Alert, Inc., for the provision of active GPS home electronic detention system tracking devices for use by the Department of Correctional Services. The devices are worn by persons convicted of an offense. The original contract provided for an extension at the option of the County for one additional two (2) year period or two one (1) year periods. The County is exercising its option for the one additional two (2) year period. The tracking device services are paid for by individual inmates using the devices. The annual contract amount of payments by the inmates is not to exceed \$200,000. Tracking device services may be partially paid by the County in an amount not to exceed \$5,000.00.

F-2 RESOLUTION APPROVING AND IMPLEMENTING A SECTION OF THE POLICY AND PROCEDURE MANUAL OF THE DEPARTMENT OF CORRECTIONS AND TO AMEND THE ADMINISTRATIVE CODE SECTION COR-6. There exists a need by the County of Gloucester to approve and implement Section 3: Personnel and Payroll; Number 363: Uniforms, Equipment and Personal Appearance.

F-3 RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS RELATIVE TO THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2013-H5679-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,743.00, FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2014. A Justice Assistance Grant (JAG) disparate allocation has been issued for the Township of Deptford in the amount of \$10,743.00. The Deptford Township Police Department wishes to utilize awarded funds towards the enhancement of its Community Policing Unit during the grant award period. Funds will be used to pay officer overtime for Community Policing events throughout the township during the grant period. Equipment to be purchased with grant funds includes but is not limited to a video monitor and accessories, tables, tents, printed Community Policing flyers and associated literature as well as various hats and t-shirts such that will assist Community Policing officers during details and enhance events within the community. An administrative cost of 10% of the award will be reimbursed to the Prosecutor's Office for personnel time spent on administering this grant.

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING EXECUTION OF THE 2013 SALARY AGREEMENT WITH RUTGERS COOPERATIVE EXTENSION DIVISION FOR AN AMOUNT NOT TO EXCEED \$126,349.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013. This Resolution will authorize the execution of the 2013 annual salary agreement that outlines what the County shall provide for Rutgers University and what Rutgers shall provide for the County in terms of salary and programs in the amount of \$126,349.00 from January 1, 2013 to December 31, 2013. This is an annual agreement that has supported the work of the Cooperative Extension in the County since 1918.

G-2 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF N.J. CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING 2013 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$124,073.16 TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR SAID ACTIVITIES. The State of New Jersey provides funds to the County through the NJ Department of Environmental Protection in the amount of \$124,073.16 under and pursuant to the NJ Clean Communities Program Act, N.J.S.A. 13:1E-213, et seq. GCI maintains and operates an Office of Recycling which employs personnel qualified, capable and willing to provide activities consistent with the terms set forth in the Grant and the Act and is therefore qualified to administer funds on behalf of the County.

G-3 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF IRVING M. DERINGER AND FRANCES DERINGER, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 101, LOT 10, CONSISTING OF APPROXIMATELY 11.24 ACRES, FOR THE AMOUNT OF \$96,102.00. This resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of East Greenwich owned by Irving M. Deringer and Frances Deringer, as per the application made to the Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$8,550.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,000.00 for R.W. Frankenfield Associates and \$3,000.00 for The Hanson Organization. This property borders a contiguous greenway of more than 500-acres of previously preserved farmland, and is in close proximity to more than 1,000 acres of previously preserved farmland and open space.

G-4 RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF THOMAS A. SORBELLO AND MARIE SORBELLO, LOCATED IN THE TOWNSHIP OF SOUTH HARRISON, KNOWN AS BLOCK 17, LOT 1, CONSISTING OF APPROXIMATELY 16.861 ACRES, FOR THE AMOUNT OF \$185,471.00. This resolution approves of, and authorizes, the purchase of the development rights on properties in the Township of South Harrison owned by Thomas A. Sorbello and Marie Sorbello, as per the application made to the Farmland Preservation Program by the same. This resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next two months. The acquisition of the said development rights is based on a certified value of \$11,000.00 per acre, and the property is eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$2,900.00 for Steve Bartelt and \$3,000.00 for The Hanson Organization. This property borders a contiguous greenway of more than 1,500-acres of previously preserved farmland, and is in close proximity to more than 2,000 acres of previously preserved farmland.

Old Business

New Business

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

Adjournment

**~HONORING~
GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY
CHEETAHS WOMEN'S SOFTBALL TEAM
FOR THEIR OUTSTANDING PERFORMANCE
DURING THE 2013 SEASON**

WHEREAS, it is the desire of the Board of Chosen Freeholders to pay special tribute to the Gloucester County Institute of Technology athletic accomplishments in Women's Softball during the 2013 season; and

WHEREAS, the GCIT Cheetahs are the South Jersey Group III Champions, have an overall season record of 20 wins and 6 losses, and captured the NJSIAA Tournament Group III Championship on June 7, 2013 in Sewell, New Jersey bringing home the school's first sectional title ever; and

WHEREAS, the members of the Gloucester County Institute of Technology Cheetahs Women's Softball team are: Amber Krecko, Jean Romer, Brandi Chester, Madison Devine, Taylor Pettit, Molly Hamilton, Lindee Janzer, Brooke Chisholm, Michele Civile, Claire Lucas, Cheyenne Revoir, Gabby Glocker, Taylor Thomas, Taylor Favinger, Morgan Hacker, Erynn Sobieski and Manager, Kathleen Parker; and

WHEREAS, under the capable guidance of Softball Head Coach John Holland and Assistant Coaches, Bill Skill, Brittni Holland, Sarah Dargosa and Tina Yoroshko, these exceptional athletes have demonstrated the finest qualities of true champions.

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and congratulate Gloucester County Institute of Technology's Women's Softball Team for their outstanding performance during the 2013 season and commend these athletes and coaches for their exceptional efforts and competitive spirit as evidenced by their accomplishments.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of August, 2013.

*Robert M. Damming
Freeholder Director*

*Giuseppe (Joe) Chila
Freeholder Deputy Director*

*Lyman Barnes
Freeholder*

*Vincent H. Nestore, Jr.
Freeholder*

*Heather Simmons
Freeholder*

*Adam J. Taliaferro
Freeholder*

*Larry Wallace
Freeholder*

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

Sergeant Roy Pierson

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home New Jersey Army National Guard **Sergeant Roy Pierson** from his deployment in Afghanistan. **Sergeant Pierson** will be honored by family and friends at the CPL. L. E. Jones Post #2174, Westville Grove, New Jersey on Friday, July 12, 2013; and

WHEREAS, **Sergeant Pierson** is a 2008 graduate of Deptford High School. He enlisted in the New Jersey Army National Guard and is assigned to the 508TH Military Police Company in Teaneck, New Jersey. **Sergeant Pierson** deployed to Kabul, Afghanistan in August 2012 and returned June 2013; and

WHEREAS, while deployed in Afghanistan, **Sergeant Pierson** was awarded the *Army Commendation Medal*, the *Army Achievement Medal*, the *National Defense Service Medal*, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Medal* and the *NATO ISAF Medal*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Sergeant Pierson** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Sergeant Roy Pierson and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12th day of July, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

Sergeant Matthew Gambale

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home New Jersey Army National Guard **Sergeant Matthew Gambale** from his deployment in Afghanistan. **Sergeant Gambale** will be honored by family and friends at the CPL. L. E. Jones Post #2174, Westville Grove, New Jersey on Friday, July 12, 2013; and

WHEREAS, **Sergeant Gambale** is a 2005 graduate of Deptford High School. He enlisted in the New Jersey Army National Guard and is assigned to the 508TH Military Police Company in Teaneck, New Jersey. **Sergeant Gambale** deployed to Kabul, Afghanistan in August 2012 and returned June 2013; and

WHEREAS, while deployed in Afghanistan, **Sergeant Gambale** was awarded the *Army Commendation Medal*, the *Army Achievement Medal*, the *National Defense Service Medal*, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Medal* and the *NATO ISAF Medal*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Sergeant Gambale** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Sergeant Matthew Gambale and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12th day of July, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

**~ In Honor Of ~
Mrs. Virginia Johnson**

WHEREAS, the Glassboro Memorial VFW Post #679 will be holding a Statue Dedication Ceremony on Saturday, July 13, 2013 and wishes to acknowledge **Mrs. Virginia Johnson** for her unselfish and outstanding gift of six bronze statues; and

WHEREAS, Virginia was born and raised in Glassboro by her loving parents, Charles and Mary Porrecca. She was married to Charles Johnson for 57 years and has 11 children, nine boys and two girls; and

WHEREAS, three of **Virginia's** sons served honorably in the Vietnam War. Her son Specialist Fifth Class Richard Johnson paid the ultimate sacrifice. His memory is honored at the Glassboro VFW Post 679 "Richard Johnson Banquet Hall" and his portrait honorably hangs on the Gloucester County Wall of Heroes; and

WHEREAS, Virginia is a pillar to her community, she is an active and supporting member of the Glassboro Post 679 Ladies Auxiliary, spends endless hours each week at the Glassboro Senior Citizen Center and is an inspiration to all Veterans and their families; and

WHEREAS, while we honor the men and women who now and in the past serve our country, let us not forget those who are there in the shadows who do not ask for thanks or recognition but simply go about in their own way of remembering the service of others. We can unequivocally state that Virginia Johnson is one of those people; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor and recognize Virginia Johnson for her outstanding and longtime service to her Community and to our countries' Veterans of Foreign Wars.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13th day of July, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

Recognizing Cecil Fire Company #1 For Housing Of The New ~ 2013 Spartan ERV Rescue Pumper

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this opportunity to recognize the **Cecil Fire Company #1** in celebration of the housing of their new 2013 Spartan ERV Rescue Pumper. A celebration of the housing of Rescue 2958 is being held on June 8th at 12 noon with a parade through the center of Monroe Township, followed by a dedication ceremony; and

WHEREAS, the **Cecil Fire Company #1** is a Volunteer Organization that has provided exceptional fire protection services to the residents of Monroe Township and has sought to utilize the most current cutting-edge apparatus and techniques in the fire service today; and

WHEREAS, in staying with their commitment to best serve the community with the most up-to-date apparatus, the **Cecil Fire Company #1** has procured a 2013 Spartan ERV Rescue Pumper which will be invaluable in the work of the fire company today; and

WHEREAS, this pumper has a 6 Man Metro Star Cab, 1500 GPM Hale Pump, a 750 Gallon Water Tank and is replacing a 1990 Heavy Rescue Vehicle which had provided priceless service for many years; and

WHEREAS, the **Cecil Fire Company #1** operates at one station with a total membership of 70, including 22 active members with a call volume of 250 calls per year which made the replacement of this old equipment necessary for the protection of the citizens of Monroe Township; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby acknowledge the dedication and outstanding work of The Cecil Fire Company #1 and congratulate them on the housing celebration of their new 2013 Spartan ERV Rescue Pumper.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 8th day of June, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

Recognizing Williamstown Fire Company #1 Housing Of The ~ 2013 Spartan ERV Class A Pumpers

WHEREAS, the members of the **Williamstown Fire Company #1** will join together to celebrate the Housing of **Engines 2912 and 2913** on Saturday, June 8, 2013 with a parade through the center of town featuring their two new 2013 Spartan ERV Class A Pumpers) followed by a dedication ceremony; and

WHEREAS, the **Williamstown Fire Company #1** is a Volunteer Organization that has provided exceptional fire protection services to the residents of Monroe Township for over 100 years and has sought to utilize the most current cutting-edge apparatus and techniques in the fire service today; and

WHEREAS, in staying with their commitment to best serve the community with the most up-to-date apparatus, the Fire Company has procured two 2013 Spartan ERV Class A Pumpers which will be invaluable in providing fire protection and the safety of their residents; and

WHEREAS, each of these pumpers has a 6 Man Metro Star Cab, 1500 GPM Hale Pump, and a 1000 Gallon Water Tank. These trucks are replacing a 1979 and a 1989 Mack Pumpers which have provided priceless service for many years; and

WHEREAS, the **Williamstown Fire Company #1** operates out of two fire stations with a total membership of 148, including 40 active members with a call volume of 600 calls per year which made the replacement of the old equipment necessary for the protection of the citizens of Monroe Township; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby acknowledge the dedication and outstanding work of the **Williamstown Fire Company #1** and congratulate them on the housing celebration of their two new 2013 Spartan ERV Class A Pumpers.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 8th day of June, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

In Honor Of The Gloucester County Veterans Memorial Cemetery Honor Guard

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this opportunity to recognize and honor the **Gloucester County Veterans Memorial Cemetery Honor Guard**; and

WHEREAS, on Saturday June 15, 2013, the Gloucester County Advisory Board will be honoring the **Gloucester County Veterans Memorial Cemetery Honor Guard** with a luncheon at the Williamstown VFW Post #1616; and

WHEREAS, the **Honor Guard** was formed after the ground breaking for the Gloucester County Veterans Memorial Cemetery in 2003, with Veteran George R. Brown being appointed the Guard's first Captain. Thirty members were recruited from various Veterans Organizations and the **Gloucester County Veterans Memorial Cemetery Honor Guard** performed their first military service October 2004; and

WHEREAS, the **Honor Guard** has vigilantly honored their commitment to their deceased comrades-in-arms. During their nine years of service, the **Honor Guard** has honored One thousand five hundred fifty-eight Veterans laid to rest; and

WHEREAS, while we honor the men and women who now and in the past, serve our country, let us not forget, those who are there in the shadows, who do not ask for thanks, or recognition, but simply go about in their own way of remembering, the service of others; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor, recognize and hold in high admiration the Gloucester County Veterans Memorial Cemetery Honor Guard for their continued commitment and service to their fellow Veterans.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 15th day of June, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

Specialist Danyelle R. Cormaney

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home United States Army **Specialist Danyelle R. Cormaney** from her deployment in Afghanistan. **Specialist Cormaney** will be honored by family and friends at the CPL. L. E. Jones Post #2174, Westville Grove, New Jersey on Saturday, July 27, 2013; and

WHEREAS, **Specialist Cormaney** enlisted in the United States Army on January 6, 2009 and is assigned to HHC Brigade, 1st ABCT, 3rd ID. **Specialist Cormaney** served a tour in Iraq, then was deployed to Afghanistan in December, 2012 and returned home July 27, 2013; and

WHEREAS, while deployed in Afghanistan, **Specialist Cormaney** was awarded the *Army Commendation Medal with One Oak Leaf Cluster*, the *Army Good Conduct Medal*, the *National Defense Service Medal*, the *Iraqi Campaign Medal with Combat Star*, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Medal* and the *NATO ISAF Medal*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Specialist Cormaney** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Specialist Danyelle R. Cormaney and extend our heartfelt thanks for her personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of July, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

Corporal Frederick J. Cormaney, Jr.

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home United States Marine Corps **Corporal Frederick J. Cormaney, Jr.** from his deployment in Afghanistan. **Corporal Cormaney** will be honored by family and friends at the CPL. L. E. Jones Post #2174, Westville Grove, New Jersey on Saturday, July 27, 2013; and

WHEREAS, **Corporal Cormaney** enlisted in the United States Marine Corps on December 1, 2007 and is assigned to 2nd Light Armor Reconnaissance Battalion, Headquarters and Service Company. **Corporal Cormaney** was deployed to Afghanistan February, 2011 and returned July 27, 2013; and

WHEREAS, while deployed in Afghanistan, **Corporal Cormaney** was awarded the *National Defense Service Medal*, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Medal*, the *NATO ISAF Medal* and the *Sea Service Deployment Ribbon*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Corporal Cormaney** and all those servicemen and servicewomen who heroically and gallantly serve their country; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Corporal Frederick J. Cormaney, Jr. and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27th day of July, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

WELCOME HOME

Sergeant Dominick Jones

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home New Jersey Army National Guard **Sergeant Dominick Jones** from his deployment in Afghanistan. **Sergeant Jones** will be honored by family and friends at the Knights of Columbus, Washington Township, New Jersey on Saturday, July 20, 2013; and

WHEREAS, **Sergeant Jones** is a 2007 graduate of Winslow Township High School. He enlisted in the New Jersey Army National Guard and is assigned to the 508TH Military Police Company in Teaneck, New Jersey. **Sergeant Jones** served two previous tours, one in Iraq and one in Afghanistan with his most recent tour to Kabul, Afghanistan in August 2012 and returned home June 2013; and

WHEREAS, while deployed in Afghanistan, **Sergeant Jones** was awarded the *Army Commendation Medal*, the *Army Achievement Medal*, the *National Defense Service Medal*, the *Afghanistan Campaign Medal*, the *Global War on Terrorism Medal*, the *NATO ISAF Medal*, and a *Unit Citation*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to **Sergeant Jones** and all those servicemen and servicewomen who heroically and gallantly serve their country including his father Robin Jones Sr. who served in the United States Army; and

WHEREAS, the Board of Chosen Freeholders would also like to honor the valiant families of our servicemen and servicewomen who have had to suffer, not only the absence of their loved ones, but also the uncertainty of their fate; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2013 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **are honored to welcome home Sergeant Dominick Jones and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free. We are proud of you and are humble in our praise of your efforts.**

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 12th day of July, 2013.

Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Adam J. Taliaferro
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

A1

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

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

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

WHEREAS, the following modifications are being requested:

- Revise all references to New Jersey Department of Personnel to New Jersey Civil Service Commission as shown in the following policies: **1.1** Terms and Acronyms; **1.2** Purpose of Manual; **2.1** NJ Civil Service Commission Definitions; **2.2** Recruitment; **2.3** Conflict of Interest Nepotism; **2.5** Appointment to County Employment; **2.6** Job Titles and Specifications; **2.7** Exhibit C Orientation Checklist; **2.8** Working Test Period; **3.1** Transfers; **3.2** Promotions; **3.3** Classification and Reclassification; **3.4** Layoffs including Exhibit H and I; **3.5** Resignation; **3.6** Termination; and, the Additional Resources page.
- Revise Disability Services information found in HR **1.6** Equal Employment Opportunity and Affirmative Action.
- Revise all references to the Third Party Administrator as shown in the following policies: **2.7** E General Notice of COBRA Continuation Coverage Rights; **5.1** Health Benefits including Exhibit N; and, the Additional Resources page.
- Revise **5.2** Waiving Medical and/or Prescription Coverage including Exhibit O to remove references to waiver payments and revise health benefits are provided through State Health Benefits Plan.
- Revise **6.2** Holidays in accordance with collective bargaining agreements.
- Revise all references to N.J.S.A. 4A:2-2.3 to add New Jersey residency requirement as shown in **7.2** Inappropriate Behavior, and **7.3** Discipline.
- Revise **8.2** Exhibit Z Injury on the Job to include Release of Information.
- Revise **9.2** Emergency Closing to comport with variances among collective bargaining agreements.

WHEREAS, the revisions to the Human Resources Manual have been recommended by the County Administrator and appear to be necessary and appropriate; and

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

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

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

County of Gloucester
Human Resources Manual

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|-----------------|-------------------------------|------------------------|
| CHAPTER: | 1 - FUNDAMENTALS | ADOPTED: 3/7/06 |
| SECTION: | 1 - TERMS AND ACRONYMS | REVISED: 8/7/13 |

You will find a list of terms relative to the following topics in the respective chapters and sections:

- State Ethics Statute, see HR 1.5
- New Jersey Department of Personnel, see HR 2.1
- Group Health Coverage continuation, see HR 2.7 Exhibit F
- Family Leave, see HR 6.11

Furthermore, below is a list of other terms and acronyms used throughout the Human Resources Manual:

Administration: the County Administrator, Deputy County Administrator or designee

ADA: Americans with Disabilities Act

AED: Automated External Defibrillator

Affirmative Action: Positive action undertaken with conviction and effort to overcome the present effects of past practices, policies or barriers to equal employment opportunity and to achieve the full and fair participation of women, minorities and any other protected groups found to be under-utilized in the County's workforce or affected by County policies, procedures or practices having an adverse impact.

Appointing Authority: the Gloucester County Freeholder Director or designee, or the Row Officer (County Clerk, Sheriff, Surrogate) or their designee, as applicable

BAT: Breath Alcohol Technician

Benefits Administrator: This is a company which provides the administrative oversight of the County health benefits. At present, Connor Strong Companies provides this service to the County.

Board: the Gloucester County Board of Chosen Freeholders

Connor Strong Companies: the administrator of Gloucester County's group benefits.

CPR: Cardiopulmonary Resuscitation

CWA: Communication Workers of America

County of Gloucester
Human Resources Manual

Department Head: the person in charge of a particular department

EAP: Employee Assistance Program

EEO: Equal Employment Opportunity

EEOC: Equal Employment Opportunity Commission

EBT: Evidential Breath Testing

FICA: Social Security tax

FHWA: Federal Highway Administration

FLSA: Fair Labor Standards Act

FMLA: Family Medical Leave Act

FOP: Fraternal Order of Police

FTA: Federal Transit Administration

FTP: File Transfer Protocol

Freeholder Liaison: the Freeholder assigned to a particular department

HIPPA: Federal Health Information Portability and Accountability Act

HR #.#: the Human Resources Manual by chapter and section

HSFS: Hazardous Substance Fact Sheets

HSL: Hazard Substance List

Manual: the Human Resources Manual

MRO: Medical Review Officer

MSDS: Material Safety Data Sheets

NJAC: New Jersey Administrative Code

NJDOP: New Jersey Department of Personnel AKA New Jersey Civil Service Commission

NJFLA: New Jersey Family Leave Act

NJSA: New Jersey Statutes Annotated

ODM: Office of Data Management

PBA: Police Benevolent Association

PEOSH_HCS: Public Employees Occupational Safety and Health Hazards Communication Standard.

PERS: Public Employees' Retirement System

PFRS: Police and Firemen's Retirement System

PPE: Personal Protective Equipment

RTK: Right-To-Know

QPOS: Quality Point of Service

County of Gloucester
Human Resources Manual

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|-----------------|------------------------------|------------------------|
| CHAPTER: | 1 – FUNDAMENTALS | ADOPTED: 3/7/06 |
| SECTION: | 2 - PURPOSE OF MANUAL | REVISED: 8/7/13 |

The purpose of the Gloucester County Human Resources Manual is to establish administrative policies and formalize procedures for the County. The policies contained in the Manual have been adopted and approved by the Gloucester County Board of Chosen Freeholders. The Gloucester County Board of Chosen Freeholders has been given the authority to regulate the internal affairs of the County through N.J.S.A. 1:6-10.

These policies are intended to provide a management approach and attitude toward the general handling of administrative matters. The procedures are systematic plans for implementing policies. The Manual is presented in a form for use by Department Heads, who are responsible for executing these policies. The Manual is also available to all employees. Consistent application of policies and procedures will provide uniform operations within each department, increase efficiency, advance employee morale and improve service to Gloucester County residents.

The Human Resources Manual includes all policies and procedures which govern and affect personnel administration for all departments. This includes all permanent full and part-time employees, temporary and interim employees, Blue and White Collar, Supervisory, and Row Office staff.

The policies and procedures contained in the Manual are not intended to void, replace, or conflict with New Jersey Civil Service Commission rules and regulations or with negotiated union contracts. Gloucester County is under the jurisdiction of the New Jersey Civil Service Commission which means that Gloucester County employees are subject to N.J.S.A. 11A (Civil Service Act), and the rules and regulations as set forth in N.J.A.C. 4A (New Jersey Administrative Code). These rules are prescribed to assure the fair and impartial treatment of all applicants and employees in the classified service.

THE COUNTY SPECIFICALLY RESERVES THE RIGHT TO REPEAL, MODIFY OR AMEND THIS MANUAL AT ANY TIME. NONE OF THE PROVISIONS IN THIS MANUAL OR THE MANUAL ITSELF SHALL BE DEEMED TO CREATE A VESTED CONTRACTUAL RIGHT IN ANY EMPLOYEE. THE MANUAL IS NOT TO BE INTERPRETED AS A PROMISE OF SPECIFIC TREATMENT.

The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and of the United States including, but not limited to, the following rights:

County of Gloucester
Human Resources Manual

- (1) To manage and control the affairs of the County and its properties and facilities, the operation of its departments, and the work activities and scheduling of its employees;
- (2) To hire all employees and, subject to the provisions of New Jersey Civil Service Commission regulations, determine their qualifications, standards of performance, and conditions for continued employment or assignment, promotion, and transfer;
- (3) To layoff, suspend, demote, discharge, or take other disciplinary action for good and just cause according to law;
- (4) To establish rules, regulations, policies, and procedures to effect the orderly and efficient administration of the County's personnel management system.
- (5) The failure of the County to exercise any of the foregoing rights, or any other management rights, shall not be construed as a waiver of these rights.

The County reserves the right to rescind or revise any or all policies that are not set by any valid bargaining agreement, the New Jersey Statutes, or the New Jersey Administrative Code.

Questions and suggestions regarding the contents of the Human Resources Manual should be directed through management channels to Administration; please refer to HR 1.3 "Manual Distribution and Revisions" for more guidelines.

County of Gloucester
Human Resources Manual

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| CHAPTER: | 1 - FUNDAMENTALS | ADOPTED: 3/7/06 |
| SECTION: | 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION | REVISED: 8/7/13 |

Equal Employment Opportunity regardless of race, creed, color, national origin, nationality, age, sex, affectional or sexual orientation, gender identity or expression, marital status, religion or disability, is the law of this State. As embodied in Title VII of the Civil Rights Act of 1964 as amended in 1972, the Civil Rights Action of 1991, Executive Order No. 61, N.J.S.A. 11A:7-1 et seq., and the Americans with Disabilities Act of 1990, the Board of Chosen Freeholders declares that the policy and mandate of the County of Gloucester is to insure equal employment opportunity for all employees and applicants. This policy and mandate includes, but is not limited to, recruitment, selection, hiring, training, promotion, transfer, facility accessibility, reasonable accommodation (see HR 1.6 Exhibit B), layoff, return from layoff, compensation and fringe benefits. Equal Employment Opportunity also includes policies, procedures, and programs for recruitment, employment, training, promotion and retention of employees.

Affirmative Action means positive action undertaken with conviction and effort to overcome the present effects of past practices, policies or barriers to equal employment opportunity and to achieve the full and fair participation of women, minorities and any other protected groups found to be under-utilized in the County's workforce or affected by County policies, procedures or practices having an adverse impact. To effectuate this policy, we have authorized the development and results-oriented implementation programs which conform with all the relevant Federal and State non-discrimination and affirmative action regulations and their amendments which pertain to the legal basis for affirmative action and equal opportunity.

Employment practices will be reviewed routinely to ensure that the protected classes are receiving fair and equal consideration for job opportunities. Affirmative Action shall be taken to encourage members of protected groups to apply for positions within the County of Gloucester.

All personnel actions such as compensation, benefits, transfers, layoffs, training, education, training assistance, facility accessibility, reasonable accommodation (see HR 1.6 Exhibit B), and social and recreational programs will be administered without regard to race, national origin or ancestry, color, sex, affectional or sexual orientation, gender identity or expression, marital status, religion, age, disability, political affiliations, arrest record or other non-job related criteria.

All County employees have a responsibility to maintain high standards of honesty, integrity, and impartiality in the performance of the County's official business. Employee

County of Gloucester
Human Resources Manual

conduct in violation of these standards will not be tolerated. Sexual harassment, as well as harassment based on other protected classes, is a form of employee conduct that is prohibited.

This Equal Employment Opportunity/Affirmative Action Policy Statement will be available to all employees. All County employees must comply with this policy and those of this County. All managers, supervisors, Department Heads, and the Equal Opportunity/Affirmative Action Officer will be held responsible for the implementation and management of the Affirmative Action Program. This will be accomplished by incorporating workforce planning/equal employment opportunity efforts and results into the annual objectives and education of every supervisor and manager. Good faith efforts will be made to meet employment and policy goals as adopted.

As a public/government employer, the County of Gloucester must comply with the New Jersey Civil Service Commission Laws. This body of rules and regulations operates as the statutory basis for public employment. The County of Gloucester will further its Affirmative Action Plan in conjunction with, and not in conflict with, the Civil Services Laws.

This policy statement will be made available to employees via posting along with general equal employment opportunity/affirmative action information on bulletin boards in conspicuous locations throughout the County.

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Division of Disability Services at (856) 384-6842/New Jersey Relay Service 711 or the EEO office at (856) 384-6903.

County of Gloucester
Human Resources Manual

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| CHAPTER: | 2 - RECRUITMENT AND PLACEMENT | ADOPTED: 3/7/06 |
| SECTION: | 1 – NJ CIVIL SERVICE COMMISSION DEFINITIONS | REVISED: 8/7/13 |

Below is a list of terms as defined in the New Jersey Administrative Code. Italicized text indicates the specific application of those terms to Gloucester County.

Appointing Authority: The person or group of persons having power of appointment or removal (4A:1-1.3). *In Gloucester County, the appointing authorities are the Freeholder Director or designee, or the Row Officer (County Clerk, Sheriff, Surrogate) or their designee, or the Constitutional Officer (Prosecutor) or designee, or the Board of Elections Chairperson or designee, as applicable.*

Career Service (formerly classified service): Positions and job titles subject to the tenure or permanency provisions of Title 11A, New Jersey Statutes (4A:1-1.3). There are two divisions in the Career Service - Competitive and Non-Competitive (4A:3-1.2).

Certification: A list of names presented to the appointing authority for regular appointment (4A:1-1.3).

Competitive Division: One of the two divisions in the Career Service. To become a permanent employee in this division requires filing for and successfully completing an examination process (4A:3-1.2 and 4A:4-2.2) which includes a working test period (4A:4-5.1).

Demotion: A reduction in job title or scale of compensation (4A:1-1.3).

Eligible List: A roster of persons qualified for employment or re-employment compiled or approved by the NJ CIVIL SERVICE COMMISSION (4A:1-1.13).

Full-Time Position (Employee): One that requires the incumbent to work the full number of hours established by the County for the position or group of positions. *The number of required hours is usually but not necessarily one of the following: 32.5, 35, 37.5, or 40 hours per week.*

Grievance: An employee complaint regarding any term or condition which is beyond the employee's control and is remedial by management (4A:2-3.1b).

Interim Appointment: An appointment made while a permanent employee is on a leave of absence, indefinite suspension, removed or demoted for disciplinary reasons, or accepted an interim appointment. Such appointment shall only remain in effect until the permanent employee returns to the position from leave, at which time the appointee

reverts to his/her former status. An interim appointee shall possess the minimum qualifications for the title (4A:4-1.6).

Layoff: Separation of an employee from employment because of economy, efficiency or other related reasons (4A:8-1.1).

Merit System: A personnel system that provides for a fair balance between managerial needs and employee protection consistent with Title 11A, New Jersey Statutes. Jurisdictions which elect to come under Title 11A are subject to the rules and regulations defined in NJAC 4A et seq.

Non-Competitive Division: The second division under the Career Service in which employees become permanent without competing in an examination process (4A:3-1.2d), but must meet the minimum requirements set forth in the job specification and successfully complete a working test period (4A:4-5.1).

Open Competitive Exam: A test open to members of the public who meet the prescribed requirements for admission (4A:1-1.3).

Part-Time Employee: An employee whose regular hours of work are less than the regular normal workweek for that job title or agency (4A:1-1.3).

Permanent Employee: A Career Service employee who has acquired the tenure and rights resulting from regular appointment and successful completion of the working test period (4A:1-1.3).

Promotion: An advancement in job title (4A:1-1.3).

Promotional Exam: A test open to permanent employees who meet the prescribed requirements for admission (4A:1-1.3).

Provisional Appointment: Employment in the competitive division of the Career Services pending the appointment of a person from an eligible list (4A:1-1.3).

Regular Appointment: Employment of a person to fill a position in the competitive division of the Career Service upon examination and certification OR the employment of a person to a position in the non-competitive division of the Career Service (4A:1-1.3).

Removal: Termination of a permanent employee from employment for disciplinary reasons (4A:2-2.2).

Special Re-employment: A permanent employee shall be granted special reemployment rights based on the permanent title from which he or she has been laid off, demoted or displaced by job location. In addition, the employee shall be entitled to

special reemployment rights to his or her previously held lateral or demotional title (4A:8-2.3).

Suspension: Temporary separation from employment for disciplinary reasons (4A:1-1.3).

Temporary Appointment: An appointment made to a position in which the job assignment is for an aggregate period of not more than 6 months in a 12-month period (may be seasonal). A temporary appointment for a maximum of 12 months may be approved by the Commissioner to a position established as a result of a short-term grant. A temporary appointee shall meet the minimum qualifications for the title.(4A:4-1.7).

Unclassified Service: Positions and job titles which are not subject to the tenure or permanency provisions of Title 11A, New Jersey Statutes, or these rules unless otherwise specified (4A:1-1.3).

Veteran's Preference: To be eligible for Veteran or Disabled Veteran status for New Jersey Civil Service Commission examinations, a veteran must have a discharge, other than dishonorable, for service during: A veteran who served at least 90 days of active duty during:

WWI-April 6, 1917 through November 11, 1918
WWII-September 16, 1940 through December 1, 1946.
Korean-June 23, 1950 through October 25, 1955.
Vietnam-December 31, 1960 through May 7, 1975.

A veteran who served at least 14 days in a combat zone during any one of the following:

Lebanon Crisis: July 1, 1958-November 1, 1958
Lebanon peace keeping mission: September 26, 1982-December 1, 1987
Grenada peace keeping mission: October 23, 1983-November 21, 1983
Panama peace keeping mission: December 20, 1989-January 31, 1990
Persian Gulf-Operation Desert Shield/Storm: August 2, 1990-February 28, 1991
Somalia Operation Restore Hope: December 5, 1992-March 31, 1994
Operations Joint Endeavor and Joint Guard in the Republic of Bosnia or Herzegovina: November 20, 1995-June 20, 1998
Operation Uphold Democracy in Haiti: September 19, 1994 - March 31, 1995
Operation Enduring Freedom on or after September 11, 2001
Operation Iraqi Freedom: March 19, 2003 - present
Combat zone qualification is most frequently indicated by the receipt of an Armed Forces Expeditionary Medal.

For disabled veteran status, the veteran must have a service connected disability of at least 10%. The veteran must have received the disability during service in one of the wars

or operations listed above, although the veteran need not meet either the 90 days of active duty requirement or 14 days in combat zone requirement. A service connected disability is indicated by a federal Veterans Administration service connected disability pension being received or entitlement to receive, a U.S. military medical board finding or retired from active military service with a disability rating of 10 percent or more. Current proof of disability is required.

Spouses, widows, widowers and the parents of disabled or deceased veterans are eligible under these specific circumstances:

A spouse of a disabled veteran: The veteran must be eligible for civil service veterans preference as a disabled veteran (see qualifications above), not be employed in a New Jersey civil service jurisdiction and agree to waive the preference for the duration of the spouse's employment.

A disabled, (see qualifications above), veteran's surviving spouse who has not remarried. A copy of the Death Certificate is required with the "Veterans Preference Claim" form.

Surviving spouse of a veteran who died while on active duty in the U.S. Military service. A copy of the Report of Casualty is required with the "Veterans Preference Claim" form.

Gold Star Parent - parent of a veteran who died while on active duty in the U.S. Military service. A copy of the Report of Casualty is required with the "Veterans Preference Claim" form.

(4A:5-1.1 and the New Jersey Veterans Guide)

Working Test Period: Part of the examination process designed to permit an appointing authority to determine whether an employee can satisfactorily perform the duties of the title. Most regular appointments to a title in the career service shall be subject to a working test period. (4A:4-5.1).

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| CHAPTER: | 2 - RECRUITMENT AND PLACEMENT | ADOPTED: 3/7/06 |
| SECTION: | 2 - RECRUITMENT | REVISED: 8/7/13 |

All recruiting activities will be conducted in accordance with Equal Employment Opportunity policies (HR 1.6) and, for position vacancies under the jurisdiction of the merit system, in accordance with the NJ Civil Service Commission rules and regulations.

Each applicant will be recruited in accordance with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Equal Pay Act of 1963, the Americans with Disabilities Act of 1990, and the 1991 Civil Rights Act.

The direct recruitment process will be utilized for vacancies in positions which include, but are not limited to, exempt positions, emergency appointments, seasonal or temporary appointments or Merit System positions for which there are no lists of eligible candidates.

A person shall forfeit any office or position of honor, trust or profit under the State of New Jersey or any of its administrative or political subdivisions if:

- (1) He/she is convicted under the laws of New Jersey of an offense involving dishonesty or of a crime of the third degree or above or under the laws of another state or of the United States of an offense or a crime which, if committed in New Jersey, would be such an offense or crime;
- (2) He/she is convicted of an offense involving or touching such office, position or employment; or
- (3) The Constitution so provides.

(2C:51-2)

Department Head/designee:

Make the request to hire to the Human Resources Director

May offer consultation on the interviewing of candidates

Human Resources Director/designee:

Recruits candidates for employment

Secures the financial approval to fill the position

Determines if the position is a Career Service position (formerly classified position) under the Merit System through the following steps:

- (1) Inquires about a current list of eligible candidates from the NJ Civil Service Commission.
- (2) If there is a current list, formally requests a certification.
- (3) In the absence of a suitable list, requests that the NJ Civil Service Commission generate a list of eligible candidates and then proceeds with the direct recruitment process.

Pursues the direct recruitment process:

Non-competitive:

- (1) Posts a notice of vacancy in all county buildings for a minimum of 5 days. The notice should state the opportunity is open to all who meet the educational and/or experience requirements.
- (2) May place advertisements in area newspapers, which may include the Gloucester County Times, Courier Post and Philadelphia Inquirer. Additionally, advertisements may be placed in publications which are prevalent in the minority communities, as well as provided on tape to assist the visually impaired in obtaining employment.

Provisional:

Employees may be hired through the non-competitive process. **HOWEVER, provisional employees will be compelled to sit for examination in the career service within one year of hiring. See HR 2.5 for more information.**

Receives all applications including on-line submissions, letters of interest, and if appropriate, any NJ Civil Service Commission certifications (4A:4-4.1-10) and maintains a log with each applicant's name, address and telephone number. All applications are kept on file for one year.

Calls for extension from NJ Civil Service Commission if appointment not made before the expiration of the list

May consult with the respective Department Head on the duties and requirements of the position

Sets up interview(s)

For qualified candidates, verifies previous employment, checks references, checks driver's license and driving record if appropriate, and conducts any necessary background

investigations, including residency requirements, criminal record, pre-employment physicals and/or drug testing. Human Resources works in conjunction with the Office of the Sheriff for the background inquiry which includes a review of New Jersey criminal record information.

Interested Candidates:

For Direct Recruitment, all interested candidates, including employees, must file an application or indicate their interest in the vacancy to the Human Resources Director's office by the posted or advertised deadline. After the deadline, the Human Resources Director will initiate the new hire process

Must pass pre-employment physicals and/or drug testing

Must authorize and participate in a background inquiry including New Jersey criminal record information as per NJAC 13:59-1 et seq. This process includes live scan fingerprinting. It is the applicant's responsibility to schedule the fingerprinting procedure. Any associated costs and expenses for this service are solely the applicant's responsibility.

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| CHAPTER: | 2 - RECRUITMENT AND PLACEMENT | ADOPTED: 3/7/06 |
| SECTION: | 3 - CONFLICT OF INTEREST/NEPOTISM | REVISED: 8/7/13 |

Employees must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the County. Violations of this policy will result in appropriate discipline.

The County recognizes the right of employees to engage in outside activities that are private in nature and unrelated to County business. However, business dealings that appear to create a conflict between the employee and the County's interests are unlawful under the New Jersey Local Government Ethics Act.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their County duties.

Unless otherwise permitted by the NJ Civil Service Commission rules and regulations, the Board shall not hire an employee who is a member of their immediate family.

Additionally, unless otherwise permitted, an employee will not be permitted to work in a position where his/her supervisor is a relative or where a personal relationship interferes with job performance or morale.

For the purpose of this policy, a relative is defined as a parent, spouse, civil union partner, child, sibling, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, and nephew. It may also include other relationships established by blood, marriage or law.

A personal relationship will include any relationship which does not involve a relative (see above) but which has a similar impact on the work environment.

Human Resources Director/Designee:

Assures that no person is hired if the appointment would violate any provisions of the nepotism policy

When a situation is created by promotion, transfer, marriage, civil union or other circumstances, investigates and presents all available options

Employee:

May accept or reject an offer in the event that a proposed transfer involves a conflict of interest.

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| CHAPTER: | 2 - RECRUITMENT AND PLACEMENT | ADOPTED: 3/7/06 |
| SECTION: | 5 - APPOINTMENT | REVISED: 8/7/13 |

Appointments to County employment will be made based on the merit and fitness of candidates in accordance with NJ Civil Service Commission rules and regulations, where applicable, and with EEO policies.

Preference for employment will be given first to Gloucester County residents, then to contiguous County residents, and, finally, to residents of the State of New Jersey. Out-of-County applicants may be hired by Resolution waiving the residency requirement, only if County residents do not meet the qualifications for the position. Residency will be verified prior to appointment.

Human Resources Director/designee:

Assures that pre-employment physicals and/or drug testing are conducted and the results are satisfactory prior to appointment.

After selecting a candidate, makes a recommendation to the Board of Chosen Freeholders and County Administrator to approve a candidate for hire.

Advises appointees that appointments made in the absence of a certification are provisional pending NJ Civil Service Commission examination, list promulgation, and certification procedures.

Notifies all remaining candidates of the selection of another qualified candidate.

Completes the certification and returns it to the NJ CIVIL SERVICE COMMISSION as well as any other necessary paperwork for the new employee, including NJ CIVIL SERVICE COMMISSION profile form (DPF-66).

Informs all provisional appointees that they are responsible for checking the NJ CIVIL SERVICE COMMISSION's Job Announcements frequently for the announcement of their position.

Announcements indicating test dates may be provided to provisional appointees from the Human Resources Department as a courtesy.

Appointees:

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Check the NJ CIVIL SERVICE COMMISSION's Job Announcements, which can be found at <http://www.state.nj.us/csc/seekers/jobs/announcements/> frequently for the announcement of their position.

File applications within the prescribed time frames and appearing at the prescribed time and place to take the exam.

Provisional employees will be compelled to sit for examination in the career service within one year of hiring which progresses in the following manner:

1. If you pass your exam, your name goes on an eligible list ranked by score called the certification list. When your name appears on a certification list, it means that you may now be considered for appointment to a permanent position.
2. When you receive your Notification of Certification, you should contact the Human Resources Department in writing within 5 business days to express your interest. If you do not respond, your name may be removed from the eligible list and in turn jeopardize your opportunity to obtain a permanent position.
3. The County may select any candidate ranked in the top three of the certification list unless a veteran is ranked in the top three. Veteran's Preference gives all eligible disabled veterans and veterans priority on the certification lists which means that the County must hire the disabled veteran or veteran candidate in the top three ranking unless there is a very good reason not to. If there are no disabled veterans or veterans on a certification, the County usually chooses from among the top 3 candidates for each position.

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| CHAPTER: | 2 – RECRUITMENT AND PLACEMENT | ADOPTED: 3/7/06 |
| SECTION: | 6 - JOB TITLES AND SPECIFICATIONS | REVISED: 8/7/13 |

Every employee is expected to perform duties in accordance with the title of their position (please refer to HR 7.1 for more details on job performance and evaluation). Employee job descriptions are defined according to whether the employee holds a career service (formerly known as classified) or unclassified position with the County.

Career Service positions apply to all those employees whose employment is regulated by the New Jersey Civil Service Commission. The duties and responsibilities as well as the education and experience required of a particular job are detailed in specification sheets. Specification sheets can be requested from Human Resources or by search at http://www.state.nj.us/csc/seekers/jobs/announcements/title_search.html.

Employees holding unclassified positions with the County are customarily titled as one of the following: Director, Deputy Director, Confidential Assistant or Law Enforcement.

Human Resources Director/designee:

Maintains a specification sheet for all career service titles authorized in the County of Gloucester.

Provides specification sheets to employees, upon request, that contains the job description for their title.

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| CHAPTER: | 2 - RECRUITMENT AND PLACEMENT | ADOPTED: 3/7/06 |
| SECTION: | 7 - ORIENTATION | REVISED: 8/7/13 |

**EXHIBIT E –
GENERAL NOTICE OF COBRA CONTINUATION COVERAGE RIGHTS**

****CONTINUATION COVERAGE RIGHTS UNDER COBRA****

Introduction

You are receiving this notice because you have recently become covered under the *County of Gloucester* (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.** This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description *or* get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is *County of Gloucester, Broad & Delaware Streets Woodbury, New Jersey*. COBRA continuation coverage for the Plan is administered by the Gloucester County Department of Human Resources and *Conner Strong & Buckelew, 40 Lake Center Executive Park, 401 Route 73 North, P.O. Box 989, Marlton, New Jersey 08053; 800-563-9929*.

COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

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If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- (1) Your hours of employment are reduced, or
- (2) Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- (1) Your spouse dies;
- (2) Your spouse's hours of employment are reduced;
- (3) Your spouse's employment ends for any reason other than his or her gross misconduct;
- (4) Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
- (5) You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- (1) The parent-employee dies;
- (2) The parent-employee's hours of employment are reduced;
- (3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
- (4) The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
- (5) The parents become divorced or legally separated; or
- (6) The child stops being eligible for coverage under the plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to County

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of Gloucester and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to: *[Gloucester County Human Resources Department]*. *[Appropriate documentation will be required to show proof of divorce/legal separation]*.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin (1) on the date of the qualifying event or (2) on the date that Plan coverage would otherwise have been lost].

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

If you became entitled for Medicare *before* your qualifying event, you and eligible qualified beneficiaries are still eligible for up to 18 months of COBRA coverage. If you become entitled to Medicare *after* your qualifying event but within 18 months of your qualifying event, your spouse and dependent child(ren), may continue to receive COBRA through the end of the original 18 months of COBRA coverage. Note that a person generally has become entitled to Medicare when he or she has applied for Social Security income payments or has filed an application for benefits under Part A or Part B of Medicare.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to: *[Gloucester County Department of Human Resources, P.O. Box 337, Woodbury, NJ 08096 and to Conner Strong & Buckelew, Attn: Employee Benefits Consulting, P.O. Box 989, Marlton, NJ 08053, 800-563-9929]. [Necessary documentation will be required.]*

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. **In all of these cases, you must make sure that the COBRA Administrator is notified of the second qualifying event within 60 days of the second qualifying event.** This notice must be sent to: *[Gloucester County Department of Human Resources, P.O. Box 337, Woodbury, NJ 08096 and to Conner Strong & Buckelew, Attn: Employee Benefits Consulting, P.O. Box 989, Marlton, NJ 08053, 800-563-9929]. [Necessary documentation will be required.]*

If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact *Gloucester County Department of Human Resources at 856-853-3264 or Conner Strong & Buckelew, Employee Benefits Consulting, at 800-563-9929* or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dolgov/ebsa.

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

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| CHAPTER: | 2 - RECRUITMENT AND PLACEMENT | ADOPTED: 3/7/06 |
| SECTION: | 8 - WORKING TEST PERIOD | REVISED: 8/7/13 |

The Working Test Period is used to determine if an employee is able to satisfactorily perform the duties of the title and is part of the examination process (4A:4-5.1a). During the working test period, an employee shall perform the duties of the title for which appointment was made. An employee who is serving a working test period shall not be eligible for a promotional examination from that title. (4A:4-5.1c and d). At the end of the working test period, based on two evaluations of the employee's performance (4A: 4-5.3a), a decision must be made whether to grant the employee permanent status or to terminate the employee for just cause. A copy of the evaluations shall be provided to the employee (4A:4-5.3c). The working test period does not include any time served as a provisional, temporary, interim or emergency appointment (4A:4-5.2a). The working test period shall begin on the date of regular appointment (4A:4-5.2a). The working test period shall end on the date of service or the notice of termination, if applicable.

The working test period is divided into three categories: (1) Rank and File Civil Service, (2) Law Enforcement, Correction Officer, Juvenile Detention Officer and Firefighter, and (3) Unclassified.

Rank and file Civil Service employees must satisfactory complete a working test period of three months before acquiring permanent status (4a:4-5.2b1). For Rank and File Civil Service, the working test period may not be extended beyond three months (4a:4-5.3a & b).

Persons appointed to an entry level law enforcement, correction officer, juvenile detention officer and firefighter titles shall serve a 12-month working test period. A law enforcement title is one that encompasses use of full police powers (4A:4-5.2d). For entry level law enforcement, correction officer and firefighter titles, a progress report is prepared on the employee at the end of six months and a final report at the conclusion of the working test period (4A:4-5.3b). A paid leave of absence for a correction officer or juvenile detention officer for the purpose of training required by N.J.S.A. 52:17B-68.1 shall not extend the length of the working test period unless the course in which the appointee is enrolled is scheduled to end after the one year period (4A:4-5.2e1).

Unclassified employees are exempt from the civil service rules. The working test period is at the discretion of the employer.

Department Head:

Provides both positive and negative feedback through the use of the evaluations, to the employee, including the quality of work, the quantity of work, manner of performance, and cost and time factors

Completes an interim evaluation of the employee's performance prior to the completion of the interim length of the working test period, utilizing HR 7.1 Exhibit T "Employee Performance Evaluation.

Completes a final evaluation of the employee's performance prior to the completion of the full working period, also utilizing HR 7.1 Exhibit T "Employee Performance Evaluation.

Forwards the original evaluation(s) to the Human Resources Director within 24 hours of completion

Human Resources Director/Designee:

Places copies of both the interim and final evaluations in the employee's personnel file and, presents, upon request, to the NJ Civil Service Commission

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| CHAPTER: | 3 - CHANGES IN EMPLOYMENT & SEPARATION FROM SERVICE | ADOPTED: 3/7/06 |
| SECTION: | 1 - TRANSFERS | REVISED: 8/7/13 |

The County may permanently or temporarily transfer employees between departments or agencies within the County. Employees who are transferred shall be considered to have continuous service for seniority and employee benefits. Transfers affecting permanent employees will be done in accordance with NJ Civil Service Commission rules (4A:4-7.1).

Permanent Transfers

Permanent transfers typically require the consent of the affected employee, the sending department, and the receiving department as well as the New Jersey Department of Personnel (4A:4-7.1(c)).

- (1) Any of the parties may withdraw consent prior to the effective date of the transfer (4A:4-7.1(c)).
- (2) If the transfer is the result of combining functions or operations of different departments or agencies, the consent of the employee is not required (4A:4-7.1(c)2).
- (3) If a permanent employee is transferred and his/her new duties are not accurately reflected in this present title, the transfer must be made in conjunction with NJ Civil Service Commission promotion, lateral, or voluntary demotion procedures, whichever are applicable (4A:4-7.1(b)).
 - (a) Such employees maintain their permanent status in the former title until examination procedures and the working test period have been completed for the new title (4A:4-7.1(b)1).
 - (b) If the employee does not successfully complete the examination or working test period procedures, the employee must be returned to his/her permanent title unless an employee has been disqualified for further employment (4A:4-7.1(b)2).

Temporary Transfers

Employees may be temporarily transferred for a maximum of six months for economic reasons, to provide a needed service for short periods of time or for other reasons documented to be in the County's best interests (4A:4-7.1(d)).

- (1) These transfers may be voluntary or involuntary and require the approval of the Commissioner, NJ Civil Service Commission (4A:4-7.1(d)).
- (2) An emergency transfer may be voluntary or involuntary and is the movement of a permanent employee between departments for a maximum of 30 days. Employees who are involuntarily transferred must be given 30 days written notice unless the Commissioner, NJ Civil Service Commission, finds emergent conditions require a more immediate transfer (4A:4-7.1(e)1&2).
- (3) Written notice must identify the department to which the employee must be given to the employee at least 30 days in advance of an involuntary transfer, except in the case of an involuntary emergency transfer, in which case reasonable notice shall be given. The notice shall identify the department to which the employee must be transferred, the effective date and the reason for the transfer (4A:4-7.2(f)1).

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| SECTION: | 2 - PROMOTIONS | REVISED: 8/7/13 |

The County shall advance employees in job titles according to individual merit, based on performance evaluations and in accordance with NJ Civil Service Commission examinations and procedures.

Department Head/designee:

Initiates the process through discussing the recommendation to promote an employee through an existing vacancy or reclassification of a present position to County Administration during Department Head meetings.

Ensures requests for position reclassification are accompanied by documentation which identifies changes in duties and justifies the request including an increase in number or complexity of duties.

County Administrator/designee:

Reviews the Department Head's recommendation to determine:

- (1) Whether he/she supports the recommendation.
- (2) Consults with Human Resources and the Budget Office to determine whether the higher title exists and is fully funded, whether it needs to be reclassified and the funding adjusted, or whether a new position must be established and fully funded.
- (3) Consults with Human Resources to determine the impact of the promotion on all affected employees by reviewing 4A:4-2.4 Promotional Title Scope - Local Service and 4A:4-2.6 Eligibility for Promotional Examination.

Makes recommendation to accept or deny request.

Directs, when applicable, Human Resources to submit request to the NJDOP.

Human Resources/designee:

Notifies the employee and the Department Head, in writing, of NJDOP's decision to approve or deny the request (4A:4-1.10(1)b).

Appoints the employee, if approved, pending promotional exam.

Takes the following actions once the promotional package is received:

- a. Posts the announcement (4A:4-2.1(b)).
- b. Distributes applications.
- c. Obtains signatures of eligible employees who are not interested in pursuing the promotion.
- d. Returns the completed package to the NJDOP.
- e. If desired, requests a waiver of competitive exam if the promotion meets criteria (4A:4-2.7) or requests a formal written examination.

If a waiver has been requested by the County and approved by the NJDOP, obtains authorization to appoint the employee to the new title permanently.

If there is no waiver, obtains a certification.

Refers candidate for final approval to the Freeholder Liaison and County Administrator/designee.

Notifies, in writing, all unsuccessful candidates of the selection and then disposes of the certification.

Applicant:

As applicable, completes and mails applications directly to the NJDOP (4A:4-2.1(5)e).

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| CHAPTER: | 3 - CHANGES IN EMPLOYMENT & SEPARATION FROM SERVICE | ADOPTED: 3/7/06 |
| SECTION: | 3 - CLASSIFICATION & RECLASSIFICATION | REVISED: 8/7/13 |

All positions within the career service are assigned job titles by the NJ CIVIL SERVICE COMMISSION which describe the duties and responsibilities performed, the level of supervision exercised and received, and the necessary education and experience qualifications (4A:3-3.1).

When the duties and responsibilities of positions change to the extent that the job titles are no longer appropriate, the County will request that such positions be reclassified by the NJ CIVIL SERVICE COMMISSION (4A:3-3.5). Reclassifications may not take place until the NJ CIVIL SERVICE COMMISSION approves and the affected employee is notified (4A:3-3.5(c)). An employee or union may request a classification review in accordance with NJAC 4A:3-3.9.

Department Head/designee/Employee:

May identify changes in work assignments, which he/she feels impact on the job to the extent that the present title is no longer appropriate.

Presents changes to the Human Resources Director in writing.

Human Resources Director/designee:

Reviews the request and, if he/she concurs, refers the matter to the NJ CIVIL SERVICE COMMISSION (4A:3-3.5(b)).

Receives notification from the NJ CIVIL SERVICE COMMISSION of the decision.

Takes the required action within thirty days of the determination by the NJ CIVIL SERVICE COMMISSION (4A:3-3.5(c) 1).

Prepares any necessary paperwork for the NJ CIVIL SERVICE COMMISSION including the Employee Profile (DPF-66) and notifies the employee and his/her department head.

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| CHAPTER: | 3 - CHANGES IN EMPLOYMENT & SEPARATION OF SERVICE | ADOPTED: 3/7/06 |
| SECTION: | 4 - LAYOFFS | REVISED: 8/7/13 |

EXHIBIT H – INDIVIDUAL NOTICE OF LAYOFF OR DEMOTION

Name of Jurisdiction

Date

To: _____

(Name & Home Address of Employee)

From: _____
(Name & Title of Appointing Authority)

Pursuant to the provisions of N.J.S.A. 11A:8-1, this is to notify you that for reasons of
 economy efficiency other (specify) _____

you will be laid off from your permanent or probationary position of:

Department of _____, effective at the close of the working day
on _____. This notification provides you with the
minimum 45-day layoff notice required by the above law and, unless otherwise extended
by the Commissioner of the Civil Service Commission, shall expire no later than 120
days from the date of issuance.

Although you are being laid off in your permanent title you:

will will not be retained in your current provisional or
temporary title of _____.

have been appointed to the provisional or temporary position of

_____ effective _____.

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Since your position is subject to layoff, you may have the right to displace employees in other positions. A copy of this notice is being forwarded to the New Jersey Civil Service Commission, which will be responsible for determining your seniority, lateral displacement, demotional, and/or special re-employment rights. The New Jersey Civil Service Commission will notify both you and the appointing authority of its determinations prior to the effective date of layoff action.

The procedures to be followed in instituting any appeals will be outlined in the letter of notification of your layoff rights from the New Jersey Civil Service Commission.

(Signature of Appointing Authority or Authorized Agent)

Method of Service

Personal Service

Name of Server _____

Date Served _____

Certified or Registered Mail (attach copy of receipt)
Date sent to employee or agent must be shown on postal receipt.

Copy of notice forwarded to New Jersey Civil Service Commission
Date: _____

NOTICE TO APPOINTING AUTHORITY: Concurrent with the issuance of this notice to the employee, a copy of this notice must be forwarded to the New Jersey Civil Service Commission as required by N.J.S.A. 11A:8-1.

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| CHAPTER: | 3 - CHANGES IN EMPLOYMENT & SEPARATION OF SERVICE | ADOPTED: 3/7/06 |
| SECTION: | 4 - LAYOFFS | REVISED: 8/7/13 |

EXHIBIT I -- GENERAL NOTICE OF LAYOFF OR DEMOTION

Name of Jurisdiction

Date

To: Employees of the _____
(Department or Autonomous Agency)

From: _____
(Name & Title of Appointing Authority)

Pursuant to the provision of N.J.S.A. 11A:8-1, this is to notify all employees that for reasons of [] economy [] efficiency [] other (specify) _____, it is possible that they will be laid off or demoted from their permanent or probationary positions. If your position is subject to layoff, you may have the right to displace employees in other positions. These layoffs will be effective at the close of the working day on _____. This notification provides all employees with minimum 45-day layoff notice required by the above law and, unless otherwise extended by the Commissioner of The Civil Service Commission, shall expire no later than 120 days from the date of issuance.

At the present time, it is not possible to determine the exact affect that this layoff action will have on each employee. However, this is to notify all employees that they may be affected by the exercise of the seniority, lateral displacement, demotional, and/or special re-employment rights of other employees.

A copy of this notice is being forwarded to the New Jersey Civil Service Commission. That Commission will be responsible for determining seniority, lateral displacement, demotional, and/or special re-employment rights. Both the affected employees and the appointing authority will be notified of these determinations prior to the effective date.

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The procedures to be followed in instituting any appeals will be outlined in the letter of notification of layoff rights from the New Jersey Civil Service Commission.

(Signature of Appointing Authority or Authorized Agent)

NOTICE TO APPOINTING AUTHORITY: The following certification statement shall be placed on the copy of the general notice forwarded to the New Jersey Civil Service Commission.

CERTIFICATION BY APPOINTING AUTHORITY

I certify that a copy of this layoff notice has been posted, and served by the personal service or certified mail on each potentially affected employee of the organization unit, on the following date or dates:

_____.

(Signature of Appointing Authority)

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| CHAPTER: | 3 - CHANGES IN EMPLOYMENT & SEPARATION FROM SERVICE | ADOPTED: 3/7/06 |
| SECTION: | 4 - LAYOFFS | REVISED: 8/7/13 |

The County may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Employee participation in layoff alternatives is voluntary, and in the event of a layoff, such employees shall be considered as working and earning seniority in their original title when determining their layoff rights.

Seniority and lateral, demotional or special re-employment rights in Career Service titles will be determined by the NJ CIVIL SERVICE COMMISSION (4A:8-1.1).

Human Resources Director/designee:

Considers alternatives to layoff proceedings (4A:8-1.2) prior to instituting a layoff which may include but are not limited to:

- (1) Leaves of absence without pay for permanent employees with no loss of seniority.
- (2) Voluntary reduction of work hours or job sharing.
- (3) Optional temporary demotions.

Submits alternative plans to the NJ CIVIL SERVICE COMMISSION for approval before implementing any action.

Institutes layoff proceedings which include the following steps:

- (1) Sends required information to the NJ CIVIL SERVICE COMMISSION at least 30 days before sending written notices to employees about the layoff. (4A:8-1.4).
- (2) Provides written notice to employees at least 45 days before the layoff either personally or by certified mail, with copies to the NJ CIVIL SERVICE COMMISSION and union representatives. A sample of this notice can be found in HR 3.4 Exhibit H titled "Individual Notice of Layoff or Demotion."
- (3) Posts notice of the layoff in all affected facilities (4A:8-1.6). A sample of this notice can be found in HR 3.4 Exhibit I titled "General Notice of Layoff or Demotion."

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- (4) Ensures layoffs take place within 120 days of issuing the notice or seeks an extension by the NJ CIVIL SERVICE COMMISSION for good cause (4A:8-1.6(2)d).
- (5) Notifies Department Heads of affected positions as determined by the NJ CIVIL SERVICE COMMISSION.
- (6) Conducts layoff interviews with affected employees advising them of their rights such as lateral and demotional rights and special re-employment rights.

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| CHAPTER: | 3 - CHANGES IN EMPLOYMENT & SEPARATION FROM SERVICE | ADOPTED: 3/7/06 |
| SECTION: | 5 - RESIGNATION | REVISED: 8/7/13 |

The County recognizes three types of resignations:

- (1) Formal - written notice at least two weeks in advance of the effective date of the resignation.
- (2) Informal - oral resignation documented by the employee's department head or immediate supervisor and witnessed by a third party.
- (3) Resignation by default - an employee who is absent from duty for five or more consecutive working days without approval or notification (4A:2-6.2(b)) or has not returned to duty for 5 or more consecutive business days following an approved leave of absence (4A:2-6.2(c)).

Employee:

May resign in good standing after giving 14 days' notice, either written or verbal, to their department head. If less than 14 days' notice is given, the resignation will not be in good standing unless the Board of Freeholders agrees to accept shorter notice (4A:2-6.1(a) and 4A:2-6.2(a)).

May choose to appeal to the Merit System Board when a resignation is alleged to be the result of duress or coercion (4A:2-6.1(d)).

Department Head/designee:

Requests that the employee submit a written resignation or if possible have the resignation confirmed by witnesses, should an employee resign orally.

Forwards written notification of an employee resignation to the Human Resources Director by the next working day. At such time, the resignation shall be considered as accepted (4A:2-6.1(b)). For oral resignations, the names of any witnesses should be documented in the written notification.

Human Resources Director/designee:

May permit employees to rescind their resignations for good cause within 72 hours after submission.

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Notifies the Freeholder Liaison and County Administrator/designee of employees who are considered to have resigned by default.

Prepares the appropriate NEW JERSEY CIVIL SERVICE COMMISSION documents to effectuate an employee hearing regarding an unapproved absence of 5 consecutive days to determine the final outcome of the case.

Provides an employee with notice and opportunity to be heard in the case of a resignation not in good standing. An employee shall remain in an unpaid status pending the departmental decision. (NJAC 4A:2-6.2(d)).

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| CHAPTER: | 3 - CHANGES IN EMPLOYMENT & SEPARATION FROM SERVICE | ADOPTED: 3/7/06 |
| SECTION: | 6 - TERMINATION | REVISED: 8/7/13 |

Employment with the County may be involuntarily terminated with the expiration of a statutory term from an appointed position or as an action of major discipline. The County shall consider termination for cause as the final step in a progressive discipline program, unless unusual or critical circumstances warrant immediate termination.

A temporary or interim employee may be terminated at any time, at the discretion of the Appointing Authority. A temporary or interim employee, who has been terminated, has no right of appeal to the Civil Service Commission.

Provisional, unclassified employees and employees in classified service can only be terminated for just cause with written charges. Notice of the removal shall be sent to the employee and a copy to the NEW JERSEY CIVIL SERVICE COMMISSION on the form prescribed by the Commissioner.

Reasons for termination for just cause may include, but are not limited to:

- (1) Incompetence, inefficiency, or failure to perform duties
- (2) Insubordination
- (3) Inability to perform duties
- (4) Chronic or excessive absenteeism or lateness
- (5) Conviction of a crime
- (6) Conduct unbecoming of a public employee
- (7) Neglect of duty
- (8) Misuse of public property including motor vehicles
- (9) Discrimination that affects Equal Employment Opportunity including sexual harassment
- (10) Violations of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued

(11) Other sufficient causes

(4A:2-2.3)

Please refer to HR Chapter 7 for further details on performance and discipline.

Department Head/designee:

May make a written recommendation to terminate an employee for cause when he/she feels such action is in the best interests of the County. Such recommendation, including reasons and documentation of progressive discipline actions, shall be submitted to the Human Resources Director (See HR 3.6 Exhibit J - Guide to Termination for Cause).

Human Resources Director/designee:

Decides whether or not to terminate the employee.

Notifies the Department Head of the decision.

Serves the employee with a Preliminary Notice of Disciplinary action (DPF-31A), followed by a Final Notice of Disciplinary Action (DPF-31b), which outlines the appeal procedure. The employee will then be terminated.

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| CHAPTER: | 5 - EMPLOYEE BENEFITS | ADOPTED: 3/7/06 |
| SECTION: | 1- HEALTH BENEFITS | REVISED: 8/7/13 |

**EXHIBIT N – NOTICE OF CHANGE
IN MEDICAL BENEFIT OR WAIVER STATUS**

Name: _____ Department: _____

If you have any questions or need assistance completing this form, please contact Conner Strong & Buckelew at (800) 563-9929.

1. Choose one of the following changes in your dependent(s) benefit enrollment status:

Increase in Dependent(s)

- _____ Birth or Adoption
_____ Marriage or Civil Union

Decrease in Dependent(s)

- _____ Death
_____ Divorce or Dissolution of Civil Union
_____ Dependent reached age 23
_____ Insurance available through another source

2. Date of Occurrence: _____

3. Choose one of the following coverage options to show what coverage should be in effect after the change in dependent(s) status:

- _____ Remains the same
_____ Single (Employee Only)
_____ Parent/Child (Employee & Child)
_____ Family (Employee & 2 or more dependents)
_____ Husband & Wife/Civil Union
(Employee & Spouse/Partner)

Signature: _____ Date: _____

Please complete and return to Human Resources. Thank you!

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| CHAPTER: | 5 - EMPLOYEE BENEFITS | ADOPTED: 3/7/06 |
| SECTION: | 1 - HEALTH BENEFITS | REVISED: 8/7/13 |

Eligible employees and their dependents, as applicable, are afforded many health benefits through their employment with the County. Furthermore, eligible retirees enjoy a continuation of medical and prescription benefits. Average hours of a work week, years of service, and health benefits through other sources are examples of circumstances that affect an individual's ability to enjoy these benefits.

Errors in either enrollment or claim forms are the responsibility of the employee and not the employer.

If an employee does not expect the need for medical or prescription benefits and has coverage elsewhere, employees may choose to waive this coverage (see HR 5.2 for more details). PLEASE NOTE: state statute specifically prohibits two members who are each enrolled in SHBP from covering each other. Therefore, an eligible individual may only enroll in the SHBP as an employee or retiree, or be covered as a dependent.

Currently, Conner Strong & Buckelew is the administrator for many of the County's health benefits. Employees may contact Conner Strong & Buckelew through the following mechanisms:

Conner Strong & Buckelew
40 Lake Center Executive Park
401 Route 73 North
P.O. Box 989
Marlton, NJ 08053
Tel: 800-563-9929
Fax: 856-685-2253
cssteam@connerstrong.com

In accordance with Chapter 78, P.L. 2011, effective June 28th 2011, employees receiving health benefits (medical, prescription, dental and vision) pay a contribution towards the cost of health benefits. Section 80 of the law allows employers time for a practical and prospective implementation of increased employee contributions. When implemented after the effective date, there is no retroactive impact. The provision allows for administrative convenience and does not affect the effective date. For example, for employees not covered by a CNA (collective negotiations agreement), *if* the first year deduction was started on January 1, 2012, the implementation date of the second year increase in benefits is the pay period including July 1, 2012.

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The minimum health contribution required is 1.5% of salary and the law requires that the percent of premium contribution (derived from salary and types of coverage tables list below) is multiplied by the total premium due for each employee and deducted from base salary; or as applicable for future retirees, the retirement allowance, including any cost-of-living amount paid (see Retirement Health Benefit section that follows for more details).

This contribution goes into effect immediately, or as soon as administratively feasible, for employees whose contracts are expired as of the effective date and for employees not covered by a union contract; for those employees covered by a collective negotiations agreement in effect on June 28th, 2011, the contribution commences with the expiration of said contract; furthermore, employees hired on or after the effective date of Chapter 78, P.L. 2011, (June 28th, 2011) shall contribute at the highest level (Year 4). Health benefit contribution payments can be made on a pre-tax basis through the Section 125 plan.

The following charts reflect the four-year phase-in of contribution levels for employees employed as of the effective date:

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)***

| Salary Range | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 20,000 | 1.13% | 2.25% | 3.38% | 4.50% |
| 20,000-24,999.99 | 1.38% | 2.75% | 4.13% | 5.50% |
| 25,000-29,999.99 | 1.88% | 3.75% | 5.63% | 7.50% |
| 30,000-34,999.99 | 2.50% | 5.00% | 7.50% | 10.00% |
| 35,000-39,999.99 | 2.75% | 5.50% | 8.25% | 11.00% |
| 40,000-44,999.99 | 3.00% | 6.00% | 9.00% | 12.00% |
| 45,000-49,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |
| 50,000-54,999.99 | 5.00% | 10.00% | 15.00% | 20.00% |
| 55,000-59,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 60,000-64,999.99 | 6.75% | 13.50% | 20.25% | 27.00% |
| 65,000-69,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 70,000-74,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 75,000-79,999.99 | 8.25% | 16.50% | 24.75% | 33.00% |
| 80,000-94,999.99 | 8.50% | 17.00% | 25.50% | 34.00% |
| 95,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

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*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

| Salary Range | Year 1 | Year 2 | Year 3 | Year 4 |
|--------------------|--------|--------|--------|--------|
| less than 25,000 | 0.75% | 1.50% | 2.25% | 3.00% |
| 25,000-29,999.99 | 1.00% | 2.00% | 3.00% | 4.00% |
| 30,000-34,999.99 | 1.25% | 2.50% | 3.75% | 5.00% |
| 35,000-39,999.99 | 1.50% | 3.00% | 4.50% | 6.00% |
| 40,000-44,999.99 | 1.75% | 3.50% | 5.25% | 7.00% |
| 45,000-49,999.99 | 2.25% | 4.50% | 6.75% | 9.00% |
| 50,000-54,999.99 | 3.00% | 6.00% | 9.00% | 12.00% |
| 55,000-59,999.99 | 3.50% | 7.00% | 10.50% | 14.00% |
| 60,000-64,999.99 | 4.25% | 8.50% | 12.75% | 17.00% |
| 65,000-69,999.99 | 4.75% | 9.50% | 14.25% | 19.00% |
| 70,000-74,999.99 | 5.50% | 11.00% | 16.50% | 22.00% |
| 75,000-79,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 80,000-84,999.99 | 6.00% | 12.00% | 18.00% | 24.00% |
| 85,000-89,999.99 | 6.50% | 13.00% | 19.50% | 26.00% |
| 90,000-94,999.99 | 7.00% | 14.00% | 21.00% | 28.00% |
| 95,000-99,999.99 | 7.25% | 14.50% | 21.75% | 29.00% |
| 100,000-109,999.99 | 8.00% | 16.00% | 24.00% | 32.00% |
| 110,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

| Salary Range | Year 1 | Year 2 | Year 3 | Year 4 |
|------------------|--------|--------|--------|--------|
| less than 25,000 | 0.88% | 1.75% | 2.63% | 3.50% |
| 25,000-29,999.99 | 1.13% | 2.25% | 3.38% | 4.50% |
| 30,000-34,999.99 | 1.50% | 3.00% | 4.50% | 6.00% |
| 35,000-39,999.99 | 1.75% | 3.50% | 5.25% | 7.00% |
| 40,000-44,999.99 | 2.00% | 4.00% | 6.00% | 8.00% |

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|------------------|-------|--------|--------|--------|
| 45,000-49,999.99 | 2.50% | 5.00% | 7.50% | 10.00% |
| 50,000-54,999.99 | 3.75% | 7.50% | 11.25% | 15.00% |
| 55,000-59,999.99 | 4.25% | 8.50% | 12.75% | 17.00% |
| 60,000-64,999.99 | 5.25% | 10.50% | 15.75% | 21.00% |
| 65,000-69,999.99 | 5.75% | 11.50% | 17.25% | 23.00% |
| 70,000-74,999.99 | 6.50% | 13.00% | 19.50% | 26.00% |
| 75,000-79,999.99 | 6.75% | 13.50% | 20.25% | 27.00% |
| 80,000-84,999.99 | 7.00% | 14.00% | 21.00% | 28.00% |
| 85,000-99,999.99 | 7.50% | 15.00% | 22.50% | 30.00% |
| 100,000 and over | 8.75% | 17.50% | 26.25% | 35.00% |

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

Medical

All full-time employees and certain part-time employees in accordance with the appropriate negotiated agreement, and eligible dependents of eligible employees, may choose to select one of the NJ State Health Benefit plans according to the negotiated contracts.

All employees must select a plan or indicate that they wish no coverage (see HR 5.2 for more details).

Coverage for new employees will begin exactly 60 days from the date of hire for Medical and 60 days following the first of the month for Prescription, Dental and BCS Vision Plan.

Identification cards will be distributed from the insurance carriers. Dental and Vision use the group number only.

After retirement, termination of coverage, or while on an approved leave of absence, medical health benefit coverage may be continued. You must notify Human Resources of your retirement/termination date to ensure uninterrupted group coverage. Human Resources will in turn contact Conner Strong & Buckelew. Conner Strong & Buckelew will answer generic questions pertaining to retirement prior to being notified by Gloucester County Human Resources. Please see HR 2.7 Exhibit E explains Continuation of Coverage forms for employees, dependents, and separated/divorced spouses/civilly unionized partners.

Any employee who fails to enroll his/her dependents or wishes to change from one plan to another may only make changes to medical and prescription during the Annual Open Enrollment period in October, with coverage effective January 1.

The only other time you may make changes to your plan is if you experience a Life Changing Event or if you or your dependent(s) experience a loss of coverage. A Life Changing Event is defined as death, divorce/dissolution of civil union, marriage/civil union, or birth. If you experience a life changing event, you have 30 days to notify Human Resources and Conner Strong & Buckelew. If you or your dependent experiences a loss of coverage you must notify Human Resources within 60 days.

Please note that if you have a change of address, or name, you must notify Human Resources (see HR 9.3).

Dental

Single dental coverage is available for all full-time and eligible part-time employees in accordance with the current negotiated contracts and for non-union employees. A description of plan benefits can be obtained through Conner Strong Companies.

Gloucester County also offers the opportunity for union employees in accordance with the current negotiated contracts and non-union employees to elect a group dental plan for spouses/civilly unionized partners and/or dependents. The additional cost above the traditional, employee only, dental plan must be partially paid through payroll deduction by the employee. In accordance with the negotiated contract, the employer may contribute towards this plan; in the case of non-union employees, these terms follow the signed CWA contract. A description of plan benefits can be obtained through Conner Strong & Buckelew.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Prescription

Gloucester County provides prescription coverage for all full-time employees, eligible part-time employees in accordance with the current negotiated contracts, and their eligible dependents. The plan is offered in accordance with State Health Plan Benefits.

Coverage for new employees begins the first day of the month following the completion of 60 days of employment.

Prescription cards will be distributed by the prescription carrier prior to the effective date of coverage.

Vision

The BCS Life Insurance Company vision plan benefit is offered in accordance with the appropriate negotiated collective bargaining agreement. As applicable, this benefit is

offered to employees and their dependents. BCS will reimburse the covered person for a portion of one annual eye examination every 12 months. The plan also provides an allowance toward the cost of lenses every 12 months and frames every 24 months. A description of plan benefits and claim forms can be obtained through Conner Strong & Buckelew.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Retirement Health Benefits

Insurance coverage for medical and prescription benefits will be provided to retirees as follows:

The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more credited service in PERS or PFRS, together with their dependents.

The employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of pension time and seven years employment with the County. Employees should refer to their respective bargaining unit contract to determine whether prescription coverage extends to spouses/civil union partners and dependents.

Active employees who have 25 years or more years of service credit as of the effective date of Chapter 78 (June 28th, 2011) are grandfathered and are governed by the terms applicable on the date they accrue 25 years of service credit.

Employees with 20 or more years of service credit as of the effective date of Chapter 78 (June 28th, 2011) are also grandfathered at the current 1.5% contribution requirement, but must still attain 25 years of service credit prior to retirement to qualify for employer contributions toward post-retirement medical coverage.

Employees who are not grandfathered (see preceding two paragraphs), who do not fall within the above provisions, and who become eligible for employer-paid post-retirement benefits after 25 years of service, will be subject to a contribution toward postretirement medical coverage based on the applicable percentage of premium as determined by the annual retirement allowance, including any cost-of-living adjustments. A minimum contribution of 1.5% of the monthly retirement allowance is required.

Employee:

All new, eligible employees:

Please note that you are not covered until you enroll in the SHBP. You must fill out a *Health Benefits Program Application* and provide all the information requested along with any required supporting documentation

Or

Elect no coverage (see HR 5.2).

Should notify Human Resources and Conner Strong & Buckelew of changes in coverage (additions or deletions of dependents) as soon as possible to ensure proper coverage (HR 5.1 Exhibit N). Please note that if you do not enroll all eligible members of your family within 60 days of the time you or they first become eligible for coverage, you must wait until the next Open Enrollment period to do so

Should contact Human Resources and Conner Strong & Buckelew as early as possible for complete details on continuing medical health benefits after retirement, termination of coverage, or while on an approved leave of absence to ensure uninterrupted group coverage.

Human Resources and Conner Strong & Buckelew:

Provides enrollment forms and information about the features of the available health, dental, prescription and vision benefit programs for all eligible employees.

Provides enrollment application and documentation to the State Health Benefit Plan.

Oversees changes in coverage or questions pertaining to coverage as applicable.

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| CHAPTER: | 6 – LEAVE TIME | ADOPTED: 3/7/06 |
| SECTION: | 2 – HOLIDAYS | REVISED: 8/7/13 |

Full-time employees are entitled to the following paid holidays:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) Lincoln's Birthday* (or Floating Holiday in accordance with the appropriate collective bargaining unit agreement)
- (4) President's Day
- (5) Good Friday
- (6) Memorial Day
- (7) Independence Day
- (8) Labor Day
- (9) Columbus Day
- (10) General Election Day
- (11) Veteran's Day
- (12) Thanksgiving
- (13) Friday following Thanksgiving
- (14) Christmas Day

Employees who are employed part-time working on average at least 10 hours or more per week are entitled to holiday pay at proportionate amounts.

If a paid holiday falls on a Sunday, it will be observed on the following Monday. If a paid holiday falls on a Saturday, it will be observed on the preceding Friday.

To be paid holiday pay for an un-worked holiday, an employee must be on active pay status and must have received payment for his/her last scheduled day before and first scheduled day after the holiday.

If a paid holiday occurs while an employee is on approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.

If a paid holiday occurs on the normal work day of a part-time employee who works 10 or more hours per week, the employee is entitled to his/her regular part-time pay.

When it is necessary for an employee to work on a paid holiday to maintain operations, the employee will be compensated in accordance with the provisions in the appropriate negotiated agreements.

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Employees should refer to their respective collective bargaining agreement in relation to the Lincoln's Birthday holiday. As applicable this holiday may be taken on that day or utilized as a floating holiday. The scheduling of the floating holiday will follow the same procedures as Administrative leave (please see HR 6.5 titled "Administrative Leave" for more details).

The observance of religious holidays other than those listed as official paid holidays will be granted and charged as one of the following types of leave: administrative, compensatory, vacation or floating holiday.

When regularly scheduled evening business hours are canceled because of a legal holiday, the office in question will be open during the same evening hours on the next business day following the holiday.

In accordance with the appropriate collective bargaining agreement, certain employees may receive holiday compensation in the form of pay.

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| CHAPTER: | 7 – CONDUCT AND PERFORMANCE | ADOPTED: 3/7/06 |
| SECTION: | 2 – INAPPROPRIATE BEHAVIOR | REVISED: 8/7/13 |

Employees are expected to conduct themselves in a manner which exhibits a respect for the rights and property of the County, fellow employees, and the general public. While many of these behaviors are addressed under specific policies, the following list, while not all inclusive, further identifies examples of inappropriate behavior:

- (1) Failure to maintain workplace, area cleanliness and orderliness.
- (2) Failure to treat all clients/residents, visitors, and fellow employees in a courteous manner.
- (3) Behavior or conduct which is offensive, undesirable or is subject to disciplinary action.
- (4) Possession of firearms or other weapons on County property or while on official business.
- (5) Insubordination or the refusal by an employee to follow management's instructions concerning job-related matters.
- (6) Gambling on County property.
- (7) Falsifying or altering County records or reports, such as applications for employment, medical reports, production reports, personnel records, time records, expense accounts, absentee reports or shipping and receiving records.
- (8) Smoking where prohibited by ordinance, law, or County rules.
- (9) Horseplay, pranks, or practical jokes.
- (10) Unauthorized sleeping on the job.
- (11) Improper attire or inappropriate personal appearance.
- (12) Engaging in any form of harassment or discrimination.
- (13) Violation of County policies on solicitation or distribution.

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- (14) Soliciting or accepting gratuities from clients/residents.
- (15) Excessive, unnecessary or unauthorized use of County supplies, particularly for personal purposes.
- (16) Fighting or using obscene, abusive, or threatening language or gestures.
- (17) Theft or attempted theft of property from co-workers, clients/residents or the County.
- (18) Failure to maintain the confidentiality of County information.
- (19) Disregarding safety or security regulations.
- (20) Receiving personal mail, catalogs and any other personal business through the County mail system or through personal delivery services (i.e. UPS, Fed Ex, etc.).
- (21) Failure to report absences or report to work when scheduled.
- (22) Being under the influence on County property and at any time during work hours.
- (23) Possession, sale, transfer or use of illegal drugs/alcohol on County property and/or any time during work hours.
- (24) Deliberate destruction or damage to County property.
- (25) Chronic tardiness.
- (26) Failure to adequately perform duties, inefficiency or substandard performance.
- (27) Conviction of a crime.
- (28) Conduct unbecoming a County employee.
- (29) Violation of NJ residency requirements as set forth in P.L. 2011, c. 70

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| CHAPTER: | 7 – CONDUCT AND PERFORMANCE | ADOPTED: 3/7/06 |
| SECTION: | 3 – DISCIPLINE | REVISED: 8/7/13 |

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

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

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

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

An employee may be subject to discipline for:

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;

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10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder;
11. Violation of New Jersey residency requirements as set forth in P.L. 2011, c. 70; and
12. Other sufficient cause.

(4A:2-2.3)

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

- Informal, private discussion with the Supervisor and/or Department
- Written Warning by the Department Head/designee or the Human Resources Director
- Suspension without Pay
- Monetary Fine
- Termination of Employment

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

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

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

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

Department Head/designee:

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

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

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

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

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

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

Arranges for transportation home for the employee if necessary.

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

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

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

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

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

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

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

Do's and Don'ts

DON'T try to diagnose personal issues.

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

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

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

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

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

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| SECTION: | 2 – INAPPROPRIATE BEHAVIOR | REVISED: 8/7/13 |

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- (15) Excessive, unnecessary or unauthorized use of County supplies, particularly for personal purposes.
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| CHAPTER: | 8 – SAFETY AND SECURITY | ADOPTED: 11/21/06 |
| SECTION: | 2 – INJURY ON THE JOB | REVISED: 8/7/13 |

EXHIBIT Z – REPORT OF JOB ACCIDENT

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

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

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

Date of Report: _____ Report filled out by: _____

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

Employee's name _____

Date of injury _____ Date reported _____

Time employee started work _____ Time of accident _____

Place where injury happened _____

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

Body part injured _____

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

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Job Title _____ Department _____

Full Time or Part Time Employee _____

Employee's address _____

City _____ State _____ Zip _____

Phone number _____

Social Security Number _____

Date of Birth _____ Date of Hire _____

Witness _____ Phone Number _____

Family Doctor _____ Phone Number _____

Previous Injuries _____

I agree with the above statements contained in this report.

Employee Signature _____ Date: _____

TO BE COMPLETED BY SUPERVISOR:

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

Supervisor Name (please print) _____

Supervisor Signature _____ Date: _____

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

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

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

_____ Phone: _____

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

_____ Phone: _____

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

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

Employee

Date

Cc: Safety
Department
Employee

THIS FORM MUST BE SIGNED AND RETURNED

NOTICE

On August 14, 1998, the Governor enacted P.L. 1998, Chapter 74, which amends the New Jersey Workers' Compensation statute. P.L. 1998, Chapter 74 provides that a person who purposely and knowingly makes false or misleading statements for the purpose of wrongfully obtaining Workers' Compensation benefits will be guilty of a crime of the fourth degree. Pursuant to N.J.S.A. 2C:4303b(2), crimes of the fourth degree are punishable by imprisonment for up to 18 months and fines of \$10,000.

P.L. 1998, Chapter 74, also creates civil liability for all damages, costs and attorneys fees payable to the injured party attributable to wrongfully obtained benefits. This would require employee who make such statements and improperly received benefits to repay the benefits to his/her employer or its insurance carrier with simple interest.

P.L. 1998, Chapter 74, further permits the Division of Workers' Compensation to order the termination and complete forfeiture of Workers' Compensation benefits for employees found to have committed a violation.

Employee Signature

Date

AUTHORIZATION FOR RELEASE OF INFORMATION IN CONNECTION
WITH WORKERS' COMPENSATION

TO:

RE:

I. Pursuant to my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), by affixing my signature below I understand and voluntarily consent to the following:

I hereby request and authorize that you disclose, make available and furnish to:

INSERVCO INSURANCE SERVICES, INC.
New Jersey Claim Service Office
PO Box 1457
Harrisburg, PA 17105-1457

1.) Office notes; 2.) Charts; 3.) Diagrams; 4.) Pathology reports; 5.) Operative reports; 6.) Physical and lab tests; 7.) X-ray/imaging reports; 8.) X-ray/imaging films; 9.) Prescription notes; 10.) Treatment plans; and 11.) Discharge summary, with regard to the above named individual, from the inception of your records to the present.

This authorization specifically excludes the release of health information related to psychiatric or mental health treatment, treatment of drug and/or alcohol abuse; treatment of Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV); and sexually transmitted diseases/viruses.

II. Rights and obligations under HIPAA:

A. Purpose of this request: I understand that the information listed above in Section I is being requested by Inservco Insurance Services, Inc. for the specific purpose of investigating the pending workers' compensation claim I filed against the above named respondent/employer/third party payor and by signing this authorization I voluntarily consent to its release.

B. Expiration Date: Unless otherwise revoked, this authorization will expire six (6) months after the date of this authorization;

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C. Right to revoke: I understand that I have the right to revoke this authorization at any time. I understand that the revocation must be in writing to the above named doctor/facility authorized to make this disclosure. I further understand that the revocation is only effective after it is received by the above named doctor/facility and does not apply to information that has already been release in response to this authorization.

D. Impact on Medical Treatment: I understand that my right to treatment, payment, enrollment or eligibility for benefits is not conditioned on me signing this authorization.

E. Subsequent Disclosure: I understand that any disclosure of information may be subject to re-disclosure by INSERVCO INSURANCE SERVICES, INC. and may no longer be protected by federal or state law.

Signature of Patient

Date

Signature Authorized Representative/Guardian in lieu of Patient

Date

By signing this authorization, the Authorized Representative and/or Guardian certifies that he or she has the authority to act on behalf of the person identified above on the basis of (please explain):

ADDITIONAL RESOURCES

Employee Benefits Consulting
Conner Strong & Buckelew
40 Lake Center Executive Park, 401 Route 73 North
P. O. Box 989
Marlton, 08053
Phone # 800-563-9929
Fax # 856- 685-2253
cssteam@connerstrong.com

New Jersey Civil Service Commission
The mailing address for issues involving appeals, hearings and other Division of Appeals and Regulatory Affairs business is PO Box 312, Trenton, NJ 08625 and the phone number is 609-292-4144. To send general correspondence to the Commission or the Chair's office, please address it to PO Box 317.

To view NJDOP Administrative Code: www.state.nj.us/csc/about/about/regulations/

To view New Jersey statutes: www.njleg.state.nj.us

New Jersey Department of the Treasury
Division of Pension and Benefits
50 West State Street
P.O. Box 295
Trenton, NJ 08625-0295
(609)292-7524
TDD Line: (609) 292-7718
www.state.nj.us/treasury/pensions

State of New Jersey
Public Employment Relations Commission
P.O. Box 429
Trenton, NJ 08625-0429
(609)984-7372
www.state.nj.us/perc

ADDITIONAL RESOURCES

New Jersey Department of Labor and Workforce Development
The Office of Public Employees Occupational Safety and Health
PO Box 386
Trenton, NJ 08625-0386
(609) 633-3896
http://lwd.dol.state.nj.us/labor/lsse/employer/Public_Employees_OSH.html

New Jersey Department of Health
Right to Know Program
PO Box 368
Trenton, NJ 08625-0368
(609) 984-2202
<http://nj.gov/health/eoh/rtkweb/>

United State Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210
1(866)-4-USA-DOL
TTY: 1(877)-889-5627
www.dol.gov

U.S. Department of Labor
Occupational Safety and Health Administration (OSHA)
<http://www.osha.gov>

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| Injury-on-the-Job | 8 | 2 | 03/07/06 | 03/24/10 |
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County of Gloucester
Human Resources Manual

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RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2013 as follows:

- (1) The sum of **\$909,168.00**, which item is now available as a revenue from the New Jersey Division of Elections 2013 Special Primary Election/Special General Election, to be appropriated under the caption as follows;

A. General Administration

| | |
|-----------------------------|------------|
| County Clerk | |
| Salaries & Wages | 3,700.00 |
| Other Expenses | 270,018.00 |
| | |
| Superintendent of Elections | |
| Salaries & Wages | 45,000.00 |
| Other Expenses | 590,450.00 |

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 7, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A3

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2013 as follows:

- (1) The sum of **\$5,000.00**, which item is now available as a revenue from the New Jersey Department of Health Women, Infants & Children Program (WIC), to be appropriated under the caption of the New Jersey Department of Health Women, Infants & Children Program (WIC) - *Other Expenses*;
- (2) The sum of **\$97,374.00**, which item is now available as a revenue from the New Jersey Department of Human Services PEER Grouping, to be appropriated under the caption of the New Jersey Department of Human Services PEER Grouping - *Other Expenses*;
- (3) The sum of **\$10,743.00**, which item is now available as a revenue from the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG), to be appropriated under the caption of the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) - *Other Expenses*;
- (4) The sum of **\$98,050.00**, which item is now available as a revenue from the New Jersey Department of Environmental Protection County Environmental Health Act, to be appropriated under the caption of the New Jersey Department of Environmental Protection County Environmental Health Act - *Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 7, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

AH

**RESOLUTION AUTHORIZING THE APPOINTMENT
OF A CERTAIN INDIVIDUAL TO SERVE AS A MEMBER
OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD**

WHEREAS, investments in training and education foster high skill/high wage jobs, provide economic leadership and offer a better standard of living for our citizens; and

WHEREAS, to remain economically competitive, a strategy must be developed for an integrated education and job training system based on current and future local labor market demands; and

WHEREAS, a coordinated workforce readiness system in concert with an economic development strategy, will maximize the effectiveness of Federal, State and local resources in promoting a high quality, globally competitive workforce; and

WHEREAS, there exists a current county Workforce Investment Board serving the Gloucester County area; and

WHEREAS, it has now been determined that there is a necessity for the appointment of a certain member of the Gloucester County Workforce Investment Board, and

WHEREAS, the Gloucester County Board of Chosen Freeholders has received a recommendation for the aforesaid appointment of a new member of said Board; and

WHEREAS, it has been further determined that the individual to be appointed is qualified, and is desirous of serving in said Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following individual be appointed to serve as a member of the Gloucester County Workforce Investment Board for a three-year term commencing immediately and terminating on December 31, 2015:

CLEVE W. BRYAN, BUSINESS SECTOR

BE IT FURTHER RESOLVED that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at Annual Stated Meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 7, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD MEMBERSHIP/COMMITTEE APPLICATION

Please complete the following questionnaire to the best of your ability.
Information you provide is for informational use only.

A. APPLICANT

- 1. Name Cleve W Bryan
- 2. Home Address 
- 3. Home Phone 
Work Phone 
Cell Phone 
Fax 
Email 

B. PLEASE ATTACH A COPY OF YOUR RESUME.

C. EMPLOYMENT - Retired

- 1. Former Employer/Address Clayton Board of Education
350 East Clinton St.
Clayton, NJ 08312
- 2. Years with employer 11
- 3. Position/Title Superintendent of Clayton Public Schools
- 4. Number of years in current position retired

5. Do you have any hiring responsibilities? Yes
6. Provide a brief description of your job duties.
In charge of running the day to day
operations of Clayton Public School

D. ORGANIZATION/BUSINESS

1. Name of Organization _____
2. Business Telephone _____
 Business Fax _____
3. What service/product does the business provide? _____

4. Size of organization/business _____

Owner, Chief Executive, Chief Operating Officer, other/
 Please specify:

| Name(s) | Title |
|---------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

5. Status of Organization/Business
- A. Public Agency _____
 - B. Private for Profit _____
 - C. Private, Non Profit _____
 - D. Community Based Organization _____
 - E. Educational Agency _____

E. OTHER

1. Have you served on committees in the past? Yes
If yes, please list those committees and what role you played on the committee. Clayton School Board - Superintendent
Clayton Public Schools Administrative Committee - Chairperson
Young Life Gloucester County - Committee member
2. Please indicate previous community involvement.
Member of Clayton Business Association
Member of Friends of Clayton
3. Please list professional/civic associations to which you belong.
National Schools Boards Assoc.
National Association of School Administrators
4. Does having an active role in the development of Gloucester County's economic future appeal to you and your employer?
Yes
5. Will your business obligations allow you to devote the time to attend monthly meetings. Yes

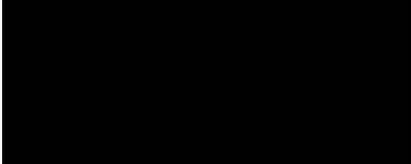
F. Please indicate in order of preference on which Committee/Sub-committee you would like to serve:

1. Apprenticeship/Workforce Development _____
2. Communications/Marketing _____
3. Community Needs Assessment _____
Sub-committees:
 - a. Literacy 2nd
 - b. Disability _____
4. Coordination _____
6. Resource Analysis/Performance Management _____
7. Youth Council 1st


Signature

4/1/13
Date

CLEVE W. BRYAN



OBJECTIVE: To continue to help children and adolescents learn and grow towards their potential and value education.

EDUCATION: **Bachelor of Arts Degree**, Biological Sciences
Secondary Certification: Environmental Studies
Glassboro State College, NJ
G.P.A. 3.7 1977

Master of Arts Degree, Environmental Education
Certification Program: Supervision and Curriculum Development
Glassboro State College, NJ
G.P.A. 3.7 1982

Master of Arts Degree, School Administration and Leadership
Certification Program: NJ Principal and School Administrator
Rowan University, NJ
G.P.A. 3.8 1998

Workshops and Seminars: NJQSAC, Danielson Teacher Evaluation Model, Common Core Standards, NJ Core Curriculum Content Standards, NJ Core Team Training, Jostens Renaissance Program, TESA, National Math and Science Standards, Cooperative Learning, Multiple Learning Styles, Performance Based Assessment, Alternatives to Violence, Peer Mediation, Grant Writing, TV Production, Distance Learning, NJ School Law, Safari Media Retrieval Systems, Microsoft Office 2010, NT Server, Windows 7 Administration, MS Office 2007, PowerPoint Presentations, Internet Resources, Smartboards in Education, iPad applications, Web Page, Computer Networks, Computer Software Applications, Power School/Power Grade software, NJ Elite Training and Rowan University's Principal's Institute.

PROFESSIONAL

EXPERIENCE: **Clayton Public Schools Superintendent** July 2006- June 2012
Served as the Chief School Administrator of a consolidated Pre-K -12 grade district of 1400 students, 255 employees, and a 20 million dollar budget.

- Managed a twenty million dollar renovation and expansion project
- Realigned district to accommodate growth and state model
- Improved test scores and graduation rates in the district
- Brought state of the art instructional technologies to all the classrooms
- Provided JROTC and online courses at the high school

Clayton High School/Middle School

Principal

July 2001-June 2006

- Supervise and manage day to day operations of the school
- Chair Curriculum and Instruction Committee
- Established Home and School Partnership, Renaissance, Peer Mediation and Anger Management programs
- Budgeting for HS/MS
- Facilities planning
- Staffing- interviewing and making recommendations for hiring
- Staff observations and evaluations
- Ordering supplies and instructional materials
- Coordinate implementation of instructional programs
- Conduct parent/student re-entry conferences for out of school suspensions
- Staff development and Professional Improvement Plans
- 504 Officer
- Public, community and staff relations
- Assist in scheduling and assigning staff duties
- Research grant opportunities and grant writing
- Serve as a member of the district administrative team, Strategic Planning Committee and Technology Committee

Triton High School, Black Horse Pike Regional School District

Vice Principal

January 2000-July 2001

- Discipline for 9th and 11th grades
- Supervise Attendance Office
- Budgeting
- Assist Guidance Dept. with developing the master schedule
- Assist in the development of HSPT and CAT test schedules
- Technology Committee, CORE Team and Mentor Coordinator
- Organize assembly programs
- 9th grade homeroom, hallway, cafeteria and bus supervision
- Building administrator from 3:00 to 4:30pm

Sterling High School District

September 1983 - January 2000

Supervisor of Technology and Sciences

September 1996 – January 2000

- Supervise five departments, 14 teachers and 4 support staff
- Coordinate technology acquisition and usage in the district
- Administer Sterling's Computer LAN and WAN network
- Coordinate technology training and serve as a trainer
- Coordinate curriculum development with departments
- Prepare annual departmental budgets
- Administer Summer Technology Institute for staff development
- Serve on district Curriculum and Instruction Council
- Member of the Block Scheduling Planning and Implementation Committee

- Management Team member
- Chairman of district Technology Committee and Technology Plan
- Coordinate distance learning for the district
- Director of Channel 18 programming

Instructional Supervisor of Practical Sciences and Technology 1994 - 1996

- Supervise six departments, 28 teachers and 3 support staff
- Coordinate curriculum development for division
- Coordinate distance learning for the district
- Prepare annual budgets for seven departments
- Responsible for student discipline within the division
- Provide staff training in educational technologies and teaching methods
- Administer Summer Technology Institute for staff development
- Serve on district Curriculum and Instruction Council
- Management Team member
- Chairman of district Technology Committee and Technology Plan
- Director of Channel 18 programming

Technology and SERC Coordinator 1990 - 1994

- Assisted in development of district technology plan
- Designed and operated district television studio
- Provided staff training in instructional technologies
- Coordinated distance learning program (SERC) for the district
- Ordered, maintained, and distributed audio visual aids equipment
- Budgeted for technology needs of district
- Set up computer labs in Science
- Taught courses in video technology and multi media communications

Teacher of Biology, Ecology, and Genetics 1983 - 1990
Grades 10 -12

Co-Curricular:

- CAMNET Advisory Board 1994- 2000
- Camden County Technology Committee 1995- 2000
- CORE Team Member for Students at Risk 1989- 2000
- Renaissance Program and Community Task Force 1997- 2000
- Peer Mediation Coach 1996- 1998
- Student Mentor 1998- 2000
- Audio Visual Aids Coordinator 1985- 1993
- Advisor to Sterling Morning News Program 1990- 2000
- Stage Manager 1987- 1995
- Assistant Boys' Soccer Coach 1984- 1989
- Supervisor Weight Training Program 1987- 1990
- Supervisor Intramural Volleyball 1988- 1990
- Earth Week Coordinator 1990

- Assistant Girls' Softball Coach 1985- 1989
- Spring Musical Set Builder 1987- 1988
- Career Intern Advisor 1983- 1988
- TESA Staff Development Program 1986

Oaklyn Public School Oaklyn, NJ 1977 - 1983
 Science Coordinator Grades K-9
 Teacher of Life Science Grade 7
 Teacher of General Science Grade 9

Co-Curricular:

- Coordinator Computer Education Program
- Student Council Advisor
- Yearbook Advisor
- Coordinator Learn-to-Swim Program
- Summer CETA Supervisor

**MILITARY
 EXPERIENCE:**

U.S. Coast Guard Reserve 1972 - 1978
 Petty Officer 2nd Class
 Boat Coxswain - Performed search and rescue

GRANTS:

Comprehensive School Reform Grants 2003
 Star School Funding - SERC Program 1989 - 1990
 Bell Atlantic Technology Grant 1994
 Perkins Grant 1996 - 2000
 Smartboard and Edu-Cart Grants 1998 & 1999
 Safe Schools and Healthy Students Grant 2007 - 2012
 Big Brothers and Big Sisters Grant 2010 - 2013

HONORS:

Runner-up Sterling H.S. Outstanding
 Teacher of the Year Award 1987, 1990, 1993
 Oaklyn Outstanding Teacher of the Year 1983
 Senior Medallion Life Science Department, G.S.C. 1977
 Dean's List G.S.C. 1973-1977
 Graduated Magnum Cum Laude 1977, 1982, 1998
 Boy Scouts of America - Eagle Scout
 National Honor Society

INTERESTS:

Photography, home video productions, fishing, boating, camping, traveling, computers, Assistant Scout Master Troop 25, Boys' travel team soccer coach, Sunday school teacher, playing the guitar and being a Big Brother

REFERENCES:

References and portfolio furnished upon request

RESOLUTION AUTHORIZING AWARD OF CONTRACTS FOR THE PROVISION OF PROFESSIONAL RADIO COMMUNICATIONS CONSULTING SERVICES FROM AUGUST 7, 2013 TO AUGUST 6, 2014 TO 1) CONSOLIDATED CONSTRUCTION MANAGEMENT SERVICES (CCMS), IN AN AMOUNT NOT TO EXCEED \$245,880.00 AND 2) MISSION CRITICAL PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED \$104,875.00

WHEREAS, there exists a need for the County to contract for professional radio communications consulting services; and

WHEREAS, the County requested proposals, via RFP-13-031, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Consolidated Construction Management Services (CCMS) located at 1670 Route 34 N, Suite 3A, Wall, New Jersey 07727, made one of the most advantageous proposals, in an amount not to exceed \$245,880.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that Mission Critical Partners, Inc. located at 690 Gray's Woods Boulevard, Port Matilda, Pennsylvania 16870, made one of the most advantageous proposals, in an amount not to exceed \$104,875.00; and

WHEREAS, the contracts shall be for estimated units of services, from August 7, 2013 to August 6, 2014; therefore, the contracts are open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contracts beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County Budget; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid; and

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

WHEREAS, the contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts are the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contracts for professional radio communications consulting services with Consolidated Construction Management Services (CCMS), in an amount not to exceed \$245,880.00 and Mission Critical Partners, Inc., in an amount not to exceed \$104,875.00, from August 7, 2013 to August 6, 2014; and

BE IT FURTHER RESOLVED that prior to any purchase being made pursuant to the within award, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid; and

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

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 7, 2013 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
CONSOLIDATED CONSTRUCTION MANAGEMENT SERVICES (CCMS)
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of August, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “**County**”, and **Consolidated Construction Management Services (CCMS)**, with offices at 1670 Route 34 N, Suite 3A, Wall, New Jersey 07727, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for professional radio communications consulting services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be for the period commencing August 7, 2013 and concluding August 6, 2014.
2. **COMPENSATION**. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor’s proposal dated April 22, 2013 (hereinafter the “Proposal”), which was submitted in response to the County’s Request for Proposal (“RFP”) 13-031. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in an amount not to exceed \$245,880.00.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped.

Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall as set forth be in the County's RFP-13-031, and Contractor's responsive proposal, dated April 22, 2013, which are incorporated by reference in their entirety and made a part of this Contract.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The 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 nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-13-031 issued by the County of Gloucester and Contractor's responsive proposal dated April 22, 2013, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of Contract and RFP-13-031, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-13-031, and the Contractor's proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 7th day of August, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**CONDOLIDATED CONSTRUCTION
MANAGEMENT SERVICES (CCMS)**

**By:
Title:**

BI

**CONTRACT BETWEEN
MISSION CRITICAL PARTNERS, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of August, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **Mission Critical Partners, Inc.**, with offices at 690 Gray's Woods Boulevard, Port Matilda, Pennsylvania 16870, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for professional radio communications consulting services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period commencing August 7, 2013 and concluding August 6, 2014.
2. **COMPENSATION.** Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated April 26, 2013 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 13-031. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in an amount not to exceed \$104,875.00.

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

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the

necessary details are provided.

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

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall as set forth be in the County's RFP-13-031, and Contractor's responsive proposal, dated April 26, 2013, which are incorporated by reference in their entirety and made a part of this Contract.

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

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

The 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 nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or

damages to which it may be entitled, either at law or in equity.

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

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

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is

prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-13-031 issued by the County of Gloucester and Contractor's responsive proposal dated April 26, 2013, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of Contract and RFP-13-031, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-13-031, and the Contractor's proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 7th day of August, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MISSION CRITICAL PARTNERS, INC.

By:
Title:

31

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

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

RFP-013-0-31 Radio Communications Consultant – Mission Critical

| <p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p> | <p style="text-align: center;">SCORE</p> |
|--|---|
| <p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p> | <p style="text-align: center;">5</p> |
| <p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points. Qualifications and experience of staff to be assigned are excellent.</p> | <p style="text-align: center;">25</p> |
| <p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points. Mission critical has engaged in numerous similar projects.</p> | <p style="text-align: center;">23</p> |
| <p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. Work plan proposed is realistic and thorough, displaying knowledge of requirements.</p> | <p style="text-align: center;">25</p> |
| <p>E. Reasonableness of Cost Proposal <u>20</u> points. Cost proposal was the lowest submitted for work listed in the RFP.</p> | <p style="text-align: center;">19</p> |
| <p>TOTALS</p> | <p style="text-align: center;">97</p> |

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)
The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-013-0-31 Radio Communications Consultant – CCMS Corp

| <p style="text-align: center;">EVALUATION FACTORS</p> <p>Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.</p> | <p style="text-align: center;">SCORE</p> |
|--|---|
| <p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p style="text-align: center;"><u>5</u> points</p> | <p style="text-align: center;">5</p> |
| <p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points. Qualification and experience of proposed staff is excellent. Not all experience is in radio systems.</p> | <p style="text-align: center;">23</p> |
| <p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points. CCMS has been engaged in numerous projects of a similar nature with good results</p> | <p style="text-align: center;">25</p> |
| <p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points. Work plan seems well thought out and thorough. CCMS brings a lot to the project by way of project management.</p> | <p style="text-align: center;">25</p> |
| <p>E. Reasonableness of Cost Proposal <u>20</u> points. Cost proposal seems reasonable, especially given CCMS background in civil engineering and Gloucester County's need for two (2) new radio towers.</p> | <p style="text-align: center;">15</p> |
| <p>TOTALS</p> | <p style="text-align: center;">93</p> |

C1

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH THE BOROUGH OF CLAYTON INCREASING THE CONTRACT AMOUNT BY \$28,908.00 FOR COMPLETION OF FLOOD DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2012, authorizing the execution of a contract between the County of Gloucester and The Borough of Clayton, for the flood/drainage improvement to N. Dennis Drive and Costill Avenue; and

WHEREAS, the contract is now being amended due to necessary extension of paving on the project to allow run off flow to the drains on Costill Avenue and North Dennis Drive more efficiently and to reconstruct two inlets on Costill Avenue; and

WHEREAS, funding this amendment is through the Community Development Block Grant Program (CDBG), which is made available through the United States Department of Housing and Urban Development; and

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

WHEREAS, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$28,908.00, pursuant to C.A.F. #13-06787, which amount shall be charged against budget line item T-03-08-611-170-21201.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of an amendment to the contract between the County of Gloucester and the Borough of Clayton increasing the total contract amount by \$28,908.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

C1

**AMENDMENT TO CONTRACT
WITH
THE BOROUGH OF CLAYTON**

THIS IS AN AMENDMENT dated the 7th day of **August, 2013**, to a contract originally entered into on the 7th day of November, 2012, by the **County of Gloucester**, with its principal office at 2 South Broad Street, Woodbury, NJ, hereinafter referred to as **“County”** and the **Borough of Clayton**, with offices at 125 N. Delsea Drive, NJ, hereinafter referred to as **“Contractor”**.

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

The Contract is amended to provide that the total contract amount is increased by \$28,908.00, for the amendment of the original scope of work to extend the paving on the North Dennis Drive and Costill Avenue Drainage project which will allow the runoff to flow to the drains on Costill and North Dennis more efficiently. The additional funds allow the Borough to construct two additional Type B Inlets on Costill Avenue and reconstruct the existing drainage system that flows on Costill and N. Dennis. The Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$28,908.00, pursuant to CAF #C.A.F. #13-06787, which amount shall be charged against budget line item T-03-08-611-170-21201.

All other terms and provisions of the Contract and conditions set forth therein that are consistent with this Amendment and state requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 7th day of **August, 2013**.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF CLAYTON

SUE MILLER, ADMINISTRATOR

THOMAS BIANCO, MAYOR

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

CI

Certificate of Availability of Funds

TREASURER'S NO. 13-06787

DATE 7/30/13

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Ec Dev
T-03-08-611-170-21201

AMOUNT OF CERTIFICATION \$ 28,908.00 COUNTY COUNSEL Emmett Puzio

DESCRIPTION: Amendment to provide additional funding in the amount of \$ 28,908.00 to an agreement with the Borough of Clayton for completion of flood drainage improvement project.

VENDOR: Borough of Clayton

ADDRESS: 125 n. Delsea Drive
Clayton, NJ 08312

Lisa Mouna
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 7-31-13

Aug 7, 2013

C2

**RESOLUTION CONFIRMING SETTLEMENT OF THE CONDEMNATION MATTER
COUNTY OF GLOUCESTER V. PATRICK J. BOYCE & THERESA BOYCE UNDER
DOCKET NO. GLO-L-1318-12**

WHEREAS, a portion of certain lands and premises commonly known as, and located at 78 Abbington Lane, Sewell, NJ 08080, and being known as Block 54.02, Lot 126 on the Official Tax Map of the Township of Washington, owned by Patrick J. Boyce & Theresa Boyce (hereinafter the "Property") was needed by the County of Gloucester (hereinafter the "County") for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the "Project"); and

WHEREAS, the County Engineer previously determined that a road easement in, over and across the Property was necessary and required by the County for the Road Improvement Project (hereinafter the "Road Easement"); and

WHEREAS, the County's offer of \$6,600 to purchase the Road Easement in, over and across the Property from the Property owners was rejected, so that the Board of Chosen Freeholders authorized the condemnation of that portion of the Property that was required as the Road Easement for the Road Improvement Project by and through a Resolution adopted August 22, 2012; and

WHEREAS, the County filed a Verified Complaint in Condemnation in the Superior Court of New Jersey, Law Division, Gloucester County, on November 26, 2012 with the caption *County of Gloucester v. Patrick J. Boyce, et al* under Docket No. GLO-L-1318-12 (hereinafter the "Condemnation Action"); and deposited the amount of \$6,600 and

WHEREAS, the three (3) Commissioners duly appointed in the Condemnation Action did hear the representations, either in person or by attorney, of the parties in interest who appeared at the Commissioners' Hearing on June 11, 2013 in order to fix and determine the compensation to be paid by the County for the Road Easement taken by the County in, over and across the Property for the Road Improvement Project; and

WHEREAS, the three (3) Commissioners filed with the Court in the Condemnation Matter their Commissioners' Report, wherein and whereby, the Commissioners did thereby determine and report that the compensation to be paid by the County for the Road Easement taken in, over and across the Property for the Road Improvement Project is \$9,000.00 (hereinafter the "Award"); and

WHEREAS, it is the opinion of legal counsel for the County that it is in the best interests of the County, and the most cost effective disposition of the Condemnation Action to authorize the settlement of the said matter by and through the authorization to pay over to the owners of the Property as their just compensation for the Road Easement taken by the County including the initial sum of \$6,600.00 along with the additional amount of \$2,400.00 for the total sum of \$9,000.00; and

WHEREAS, the Purchasing Agent of and for the County has certified the availability of funds in the amount of \$2,400.00, pursuant to C.A.F. 13-06716, which amount shall be charged against Budget Line Item C-04-11-013-165-13218; and

WHEREAS, the funds from C.A.F. 13-06716 will be paid directly to the owners of the Property by the County in conjunction with the release of the \$6,600.00 by the Clerk of the Superior Court to the owners of the Property, which is the sum currently on deposit with the Court in the Condemnation Matter, in order to fully fund the settlement of the Condemnation Action.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County of Gloucester hereby authorizes the additional sum of \$2,400.00 to the initial release of funds of \$6,600.00, for a total amount of \$9,000.00 to resolve settlement of the Condemnation Matter filed to effectuate the taking of the Road Easement in, over and across the Property for the Road Improvement Project; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County of Gloucester is hereby authorized to pay for the acquisition of the Road Easement in, over and across the Property for the Road Improvement Project, as just compensation therefore in settlement of the Condemnation Action, the total amount of \$9,000.00, which said sum, shall be paid over to the owners of the Property in full and final settlement of all claims in the Condemnation Matter; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County Administrator, County Counsel, and Assistant County Counsel, be, and the same hereby are, authorized and directed to take all steps necessary to ensure that the amount of compensation due and owing by the County for the Road Easement taking in over and across the Property for the Road Improvement Project in the sum of \$9,000.00 is paid over to the owners of the Property; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, that the County Administrator, County Counsel, and Assistant County Counsel, hereby are authorized and directed to take any and all other and further actions, and to sign any documents or pleadings necessary or required to implement the purposes of this Resolution.

ADOPTED at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 07, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK



PARKER McCAY

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-1539

P: 856.596.8900
F: 856.596.9631
www.parkermccay.com

Brian M. Guest, Esquire
P: 856-810-5840
F: 856-489-8980
bguest@parkermccay.com

July 19, 2013

File Nos. 09408-2012 & 09408-2013

Vincent Voltaggio, P.E., County Engineer
Gloucester County Dept. of Engineering
1200 N. Delsea Drive
Clayton, NJ 08312

Re: **Egg Harbor Road Widening Project**
(1) Gloucester County v. Doner (Docket No. GLO-L-1317-12)
(2) Gloucester County v. Boyce (Docket No. GLO-L-1318-12)

Dear Mr. Voltaggio:

Enclosed please find copies of the Report of Commissioners and application for Commissioners' fees on the above two referenced matters. In both cases, the requests for fees (which are statutorily the responsibility of the County) appear reasonable.

The Commissioners Report on Doner establishes the value of the taking at \$6,300.00 which is the same as our appraised value. I will serve the Report on the defendant. If no appeal is taken within twenty (20) days per R.4:73-6(a), the amount in the Report becomes a final judgment pursuant to N.J.S.A. 20:3-12(h). Since we deposited the full amount of the compensation in court with the Declaration of Taking, no action is required at this time.

The Report on the Boyce matter establishes the compensation at \$9,000.00 which is \$2,400.00 more than our appraised value. I have telephoned Mr. Boyce's office in an effort to determine if he will accept the amount in the Report. If he indicates that he will not appeal, I will advise you and we can begin processing this additional amount for payment to him. Again, the \$6,600.00 appraised value was deposited in court with the Declaration of Taking so no action on the County's part is required with respect to that portion of the compensation.

COUNSEL WHEN IT MATTERS.SM

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey



PARKER McCAY

July 19, 2013
Page 2

Please contact me if you have any questions or if I can be of further assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. Guest', written over a horizontal line.

BRIAN M. GUEST

BMG/al

Enclosures

cc: Emmett Primas, Esquire (w/ enclosures)

MAURY K. CUTLER, ESQUIRE
1510 Blackwood-Clementon Road
Blackwood, NJ 08012
(856) 227-2225
(856) 228-8295 fax
PRESIDING COMMISSIONER

| | | |
|-------------------------------|---|------------------------------|
| <i>Plaintiff(s)</i> | : | SUPERIOR COURT OF NEW JERSEY |
| | : | GLOUCESTER COUNTY |
| COUNTY OF GLOUCESTER | : | LAW DIVISION |
| | : | |
| | : | Docket No.: GLO-L-1317-12 |
| | : | |
| | : | |
| <i>Defendant(s)</i> | : | <i>CIVIL ACTION</i> |
| | : | |
| | : | |
| EVERETT LAWRENCE DONER, ET AL | : | REPORT OF COMMISSIONERS |
| | : | |
| | : | |

TO THE SUPERIOR COURT OF THE STATE OF NEW JERSEY:

WE, MAURY K. CUTLER, ESQUIRE; ANNE GRAZIANO KRELL, ESQUIRE;
and JOHN DeSIMONE, ESQUIRE; the Commissioners duly appointed by the Court by
Order dated 11/26/12, to examine and appraise the lands and property more particularly
hereinafter described and to assess any damages resulting to any remaining property of the
Defendants, EVERETT LAWRENCE DONER, EXECUTOR OF THE ESTATE OF JOHN
P. DONER, and damages resulting from the taking of the lands appraised, do hereby
REPORT as follows:

- 1) We and each of us did first take and subscribed to an oath to faithfully and impartially examine into the matter in question and to make a true report according to the best of our skills and understanding;
- 2) Notice was properly given according to law of the time and place, when and where, we would hear this matter, and service was properly made according to law on all interested parties.

3) On June 10, 2013, beginning at 2:00 p.m., we met at the law offices of PARKER McCAY, P.A., located at 9000 Midlantic Drive, Suite 300, Mt. Laurel, New Jersey; and proceeded to a hearing on the issues raised with reference to the lands and property to be taken. The said land and property are located at 187 Golfview Drive (Block 54.05, Lot 2), in the Township of Washington, County of Gloucester, and State of New Jersey; and are described more fully in Plaintiff's Complaint.

4) The following persons were present at said hearing and were interested in same as set opposite their respective names:

Maury K. Cutler, Esquire – Presiding Commissioner;

Anne Graziano Krell, Esquire – Commissioner;

John DeSimone, Esquire – Commissioner

Brian M. Guest, Esquire – attorney for Condemnor; and

Albert R. Crosby, CTA – appraiser and witness for Condemnor.

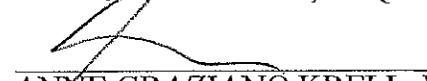
No one appeared on behalf of the Defendant.

5) Having duly convened as aforesaid, after placing the witness under oath, we proceeded to hear and review all of the relevant evidence submitted to us by said witness under oath, we proceeded to hear and review all of the relevant evidence submitted to us by the several parties, and have duly considered the same and the arguments of counsel.

NOW, THEREFORE, we do hereby certify and report that we have made a just and equitable appraisal of the value of the lands and property taken as of 3/6/12, the appropriate date for appraisal; and likewise a just assessment of the amount to be paid to the Condemnee for the land and property taken and for the damage to the remaining lands.

- 6) We do hereby award that Plaintiff pay to Defendant, EVERETT LAWRENCE DONER, EXECUTOR OF THE ESTATE OF JOHN P. DONER, for the land and premises taken for public use as described in Plaintiff's Complaint the sum of Five Thousand Seven Hundred Dollars (\$5,700).
- 7) We do hereby also award that Plaintiff pay to said Defendant for the damages sustained to the remaining property the sum of Six Hundred Dollars (\$600.00).
- 8) We thus do hereby award that Plaintiff pay to said Defendant a combined total sum of Six Thousand Three Hundred Dollars (\$6,300.00).


MAURY K. CUTLER, ESQUIRE


ANNE GRAZIANO KRELL, ESQUIRE


JOHN DeSIMONE, ESQUIRE

Dated: July 13, 2013

| | | |
|---------|---|-----|
| 6/3/13 | Review appraisal | .4 |
| 6/6/13 | Visit site, ½ travel | .5 |
| 6/10/13 | Attend hearing including travel | 1.9 |
| 6/11/13 | Review corresp. and copy of Notice | .1 |
| 6/16/13 | Prepare Report of Commissioners, Certification of Services Rendered, and Order for Compensation; corresp. | 1.2 |
| 7/13/13 | Review executed Report of Comm. and Certs. of Serv. Rend., corresp. | .2 |
| | TOTAL | 5.6 |

3) I have been an attorney at law of the State of New Jersey for more than forty-three (43) years. I am entitled to payment herein at the rate of \$225.00 per hour.

4) Accordingly, I respectfully request that my compensation in this matter be fixed in the total amount of \$1,260.00. Of course, I shall accept whatever amount the Court deems fair compensation to me for services rendered herein.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of these statements are willfully false, I am subject to punishment.


 MAURY K. CUTLER, Presiding Commissioner

Dated: 7/16/13

ANNE GRAZIANO KRELL, ESQ.
19 Newton Avenue
Woodbury, NJ 08096
Telephone 856-384-6446
Fax 856-384-9393

COUNTY OF GLOUCESTER,

Plaintiff

vs.

PATRICK JOSEPH BOYCE, et al

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
GLOUCESTER COUNTY

Docket No: GLO-L-1318-12

CIVIL ACTION

CERTIFICATION OF SERVICES RENDERED

I, Anne Graziano Krell, Esq., do hereby certify as follows:

1. I am an attorney at law of the State of New Jersey and have been appointed a Condemnation Commissioner in this matter by Order of the Court dated November 26, 2012. I am making this Certification in support of my request for compensation for services rendered in that capacity.

2. The following is a true and accurate itemization of my time incurred on this matter:

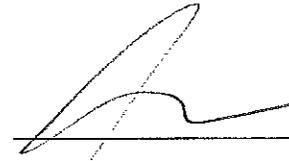
| | | |
|-----------|--|----|
| 1/11/2013 | Review correspondence with Complaint, Answer, etc. | .4 |
| 4/4/2013 | Review correspondence to County counsel | .1 |
| 4/22/2013 | Review correspondence to new County counsel | .1 |
| 4/26/2013 | Review letter from County counsel to the Court | .1 |
| 5/24/2013 | Emails among the parties regarding scheduling | .1 |
| 5/29/2013 | Review correspondence scheduling hearing | .1 |

| | |
|--|-----------|
| 6/10/2013 Review appraisal | .4 |
| 6/11/2013 Attendance at hearing (including travel time) | 2.5 |
| 6/27/2013 Review Report of Commissioners; preparation of Certification of Services Rendered | <u>.5</u> |
| TOTAL HOURS | 4.3 |

3. I respectfully request compensation for 4.3 hours at \$200.00 per hour for a total of \$860.00, or whatever other amount the Court deems appropriate for the services rendered.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of said statements are willfully false, I am subject to punishment.

Dated: June 27, 2013



Anne Graziano Krell, Esq., Commissioner

D. Email correspondence between several parties as to date and time for condemnation hearing.

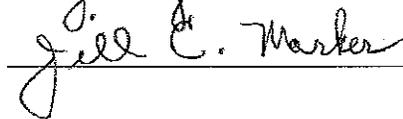
E. Receipt of and review of hearing notice.

F. Attendance at hearing.

3. The total time spent by me in connection with this condemnation matter was 3.70 hours and I would respectfully request a total fee of \$740.00, which represents my condemnation commissioner rate of \$200.00 per hour. My bill for services rendered is attached hereto and incorporated herein as **Exhibit "A"**.


JOHN G. DeSIMONE, ESQUIRE

Sworn to and Subscribed
before me this 9th day
of July 2013.



JILL C. MARKER
Notary Public of New Jersey
My Commission Expires 1/30/2015

DeSimone Law Offices
John G. DeSimone, LLC
Attorneys At Law

22 Euclid Street
P.O. Box 237
Woodbury, NJ 08096

EXHIBIT "A"

John DeSimone, LLC
DeSimone Law Offices
P.O. Box 237
Woodbury, NJ 08096

Invoice submitted to:
Doner Condemnation hearing.

July 09, 2013

Invoice # 4799

Professional Services

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|--|-------------------|-----------------|
| 11/28/12 Letter to Lead Commissioner, and review of Order. | 0.28 200.00/hr | 56.67 |
| 12/19/12 Review of Verified Complaint. | 0.75 200.00/hr | 150.00 |
| 05/14/13 Email correspondence as to hearing dates. | 0.17 200.00/hr | 33.33 |
| 05/15/13 Email between several parties as to date and time for condemnation hearing. | 0.33 200.00/hr | 66.67 |
| 05/30/13 Receipt of and review of Hearing Notice. | 0.17 200.00/hr | 33.33 |
| 06/10/13 Attendance at Hearing. | 2.00 200.00/hr | 400.00 |
| For professional services rendered | 3.70 | \$740.00 |
| Balance due | | <u>\$740.00</u> |

For your convenience a pre-addressed envelope has been enclosed.
You can also make your payment by VISA or MASTERCARD in our office.

- 3) On June 11, 2013, beginning at 2:00 p.m., we met at the law offices of PARKER McCAY, P.A., located at 9000 Midlantic Drive, Suite 300, Mt. Laurel, New Jersey; and proceeded to a hearing on the issues raised with reference to the lands and property to be taken. The said land and property are located at 78 Abbington Lane (Block 54.02, Lot 126), in the Township of Washington, County of Gloucester, and State of New Jersey; and are described more fully in Plaintiff's Complaint.
- 4) The following persons were present at said hearing and were interested in same as set opposite their respective names:

Maury K. Cutler, Esquire – Presiding Commissioner;

Anne Graziano Krell, Esquire – Commissioner;

John DeSimone, Esquire – Commissioner

Brian M. Guest, Esquire – attorney for Condemnor;

Albert R. Crosby, CTA – appraiser and witness for Condemnor; and

Patrick J. Boyce, Esquire – witness for Condemnees.

No one appeared on behalf of the named Defendant, Fellowship Bank because the lien of that named Defendant was long ago satisfied.

5) Having duly convened as aforesaid, after placing the witnesses under oath, we proceeded to hear and review all of the relevant evidence submitted to us by said witnesses under oath, we proceeded to hear and review all of the relevant evidence submitted to us by the several parties, and have duly considered the same and the arguments of counsel.

NOW, THEREFORE, we do hereby certify and report that we have made a just and equitable appraisal of the value of the lands and property taken as of 3/1/12, the

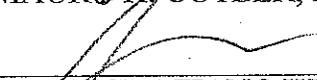
appropriate date for appraisal; and likewise a just assessment of the amount to be paid to the Condemnee for the land and property taken and for the damage to the remaining lands.

- 6) We do hereby award that Plaintiff pay to Defendants, PATRICK J. BOYCE and THERESA P. BOYCE, for the land and premises taken for public use as described in Plaintiff's Complaint, the sum of Nine Thousand Dollars (\$9,000).

In the event that mature trees must be taken down, the Condemnees will also be entitled to reimbursement for the cost of the replacement of said trees in their shape and form at the time of removal.

- 7) We do not award any monies to the Defendants for damages sustained to the remaining property.
- 8) We thus do hereby award that Plaintiff pay to said Defendants a total sum of Nine Thousand Dollars (\$9,000.00).


MAURY K. CUTLER, ESQUIRE


ANNE GRAZIANO KRELL, ESQUIRE


JOHN DeSIMONE, ESQUIRE

Dated: July 13, 2013

MAURY K. CUTLER, ESQUIRE
1510 Blackwood-Clementon Road
Blackwood, NJ 08012
(856) 227-2225
(856) 228-8295 fax
PRESIDING COMMISSIONER

| | | |
|----------------------|---|------------------------------|
| <i>Plaintiff(s)</i> | : | SUPERIOR COURT OF NEW JERSEY |
| | : | GLOUCESTER COUNTY |
| COUNTY OF GLOUCESTER | : | LAW DIVISION |
| | : | |
| | : | Docket No.: GLO-L-1318-12 |
| | : | |
| | : | <i>CIVIL ACTION</i> |
| | : | |
| | : | |
| | : | ORDER GRANTING COMPENSATION |
| | : | |

THIS MATTER having been heard by the Condemnation Commissioners on June 11, 2013, and the Commissioners having filed their report with this Court and said Commissioners having also filed Certifications of Services Rendered in these proceedings;

NOW, THEREFORE, IT IS on this _____ day of _____, 2013

ORDERED and ADJUDGED that compensation to the Commissioners be allowed as follows:

MAURY K. CUTLER, ESQUIRE, Presiding Commissioner – \$ _____ ;
 ANNE GRAZIANO KRELL, ESQUIRE, Commissioner – \$ _____ ; and
 JOHN DeSIMONE, Commissioner – \$ _____ .

 GEORGIA M. CURIO, J.S.C.

MAURY K. CUTLER, ESQUIRE
1510 Blackwood-Clementon Road
Blackwood, NJ 08012
(856) 227-2225
(856) 228-8295 fax
PRESIDING COMMISSIONER

| | | |
|----------------------|---|------------------------------|
| <i>Plaintiff(s)</i> | : | SUPERIOR COURT OF NEW JERSEY |
| | : | GLOUCESTER COUNTY |
| COUNTY OF GLOUCESTER | : | LAW DIVISION |
| | : | |
| | : | Docket No.: GLO-L-1318-12 |
| | : | |
| | : | <i>CIVIL ACTION</i> |
| | : | |
| <i>Defendant(s)</i> | : | CERTIFICATION OF SERVICES |
| | : | RENDERED |
| | : | |
| | : | |

vs.
 PATRICK JOSEPH BOYCE, ET AL

I, MAURY K. CUTLER, ESQUIRE, do hereby certify as follows:

1) I was appointed to be Presiding Commissioner in the above captioned matter by Order of the Court dated November 26, 2012, and I am making this Certification in order to receive compensation for my services rendered in that capacity.

2) The following is a true and accurate summary of the services performed to date by me as Commissioner in this matter:

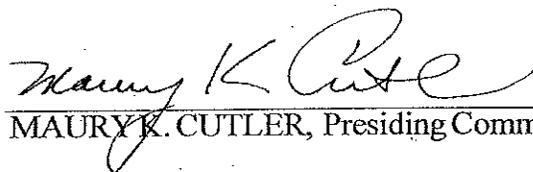
| | | |
|----------|--|----|
| 11/30/12 | Review corresp., review Order, review pleadings, phone w/counsel for Condemnor, corresp. | .8 |
| 3/28/13 | Corresp. | .1 |
| 4/19/13 | Phone w/attorney for Condemnor | .1 |
| 5/20/13 | Emails to and from attorney for Condemnor | .1 |
| 6/3/13 | Review appraisal | .4 |
| 6/6/13 | Visit site, ½ travel | .5 |

| | | |
|---------|---|-----|
| 6/11/13 | Attend hearing including travel | 2.8 |
| 6/14/13 | Review corresp. and copy of Notice | .1 |
| 6/23/13 | Prepare Report of Commissioners, Certification of Services Rendered, and Order for Compensation; corresp. | 1.2 |
| 7/13/13 | Review executed Report of Comm. and Certs. of Serv. Rend., corresp. | .2 |
| | TOTAL | 6.4 |

3) I have been an attorney at law of the State of New Jersey for more than forty-three (43) years. I am entitled to payment herein at the rate of \$225.00 per hour.

4) Accordingly, I respectfully request that my compensation in this matter be fixed in the total amount of \$1,440.00. Of course, I shall accept whatever amount the Court deems fair compensation to me for services rendered herein.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of these statements are willfully false, I am subject to punishment.


 MAURY K. CUTLER, Presiding Commissioner

Dated: 7/16/13

ANNE GRAZIANO KRELL, ESQ.
19 Newton Avenue
Woodbury, NJ 08096
Telephone 856-384-6446
Fax 856-384-9393

COUNTY OF GLOUCESTER,

Plaintiff

vs.

PATRICK JOSEPH BOYCE, et al

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
GLOUCESTER COUNTY

Docket No: GLO-L-1318-12

CIVIL ACTION

CERTIFICATION OF SERVICES RENDERED

I, Anne Graziano Krell, Esq., do hereby certify as follows:

1. I am an attorney at law of the State of New Jersey and have been appointed a Condemnation Commissioner in this matter by Order of the Court dated November 26, 2012. I am making this Certification in support of my request for compensation for services rendered in that capacity.

2. The following is a true and accurate itemization of my time incurred on this matter:

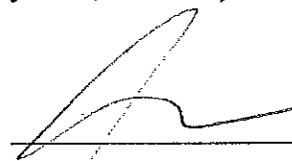
| | | |
|-----------|--|----|
| 1/11/2013 | Review correspondence with Complaint, Answer, etc. | .4 |
| 4/4/2013 | Review correspondence to County counsel | .1 |
| 4/22/2013 | Review correspondence to new County counsel | .1 |
| 4/26/2013 | Review letter from County counsel to the Court | .1 |
| 5/24/2013 | Emails among the parties regarding scheduling | .1 |
| 5/29/2013 | Review correspondence scheduling hearing | .1 |

| | |
|--|------------|
| 6/10/2013 Review appraisal | .4 |
| 6/11/2013 Attendance at hearing (including travel time) | 2.5 |
| 6/27/2013 Review Report of Commissioners; preparation of Certification of Services Rendered | <u>.5</u> |
| TOTAL HOURS | 4.3 |

3. I respectfully request compensation for 4.3 hours at \$200.00 per hour for a total of \$860.00, or whatever other amount the Court deems appropriate for the services rendered.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of said statements are willfully false, I am subject to punishment.

Dated: June 27, 2013



 Anne Graziano Krell, Esq., Commissioner

D. Email between several parties agreeing to date and time for condemnation hearing.

E. Review of Court Order.

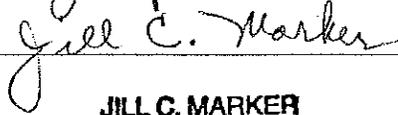
F. Email from attorneys regarding hearing to be heard earlier.

G. Attend hearing.

3. The total time spent by me in connection with this condemnation matter was 4.1 hours and I would respectfully request a total fee of \$840.00, which represents my condemnation commissioner rate of \$200.00 per hour. My bill for services rendered is attached hereto and incorporated herein as **Exhibit "A"**.


JOHN G. DeSIMONE, ESQUIRE

Sworn to and Subscribed
before me this 9th day
of July 2013.



JILL C. MARKER
Notary Public of New Jersey
My Commission Expires 1/30/2015

DeSimone Law Offices
John G. DeSimone, LLC
Attorneys At Law

22 Euclid Street
P.O. Box 237
Woodbury, NJ 08096

EXHIBIT "A"

John DeSimone, LLC
DeSimone Law Offices
P.O. Box 237
Woodbury, NJ 08096

Invoice submitted to:
Boyce Condemnation

July 09, 2013

Invoice # 4798

Professional Services

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|---|-------------------|-----------------|
| 11/28/12 Review of Order appointing Commissioners. Letter to Lead Commissioner.. | 0.28 200.00/hr | 56.67 |
| 12/19/12 Review of Verified Complaint and Order. | 0.50 200.00/hr | 100.00 |
| 05/14/13 Email correspondence with dates for hearing. | 0.17 200.00/hr | 33.33 |
| 05/15/13 Emails between several parties agreeing to date and time for Condemnation Hearing for the Boyce matter. | 0.25 200.00/hr | 50.00 |
| 05/20/13 Review of Court Order. | 0.17 200.00/hr | 33.33 |
| 06/06/13 Email from attorneys regarding Hearing to be heard earlier. It was decided between attorneys to leave hearing for 2:00 PM. | 0.33 200.00/hr | 66.67 |
| 06/11/13 Attended hearing. | 2.50 200.00/hr | 500.00 |
| For professional services rendered | 4.20 | \$840.00 |
| Balance due | | <u>\$840.00</u> |

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

C2

Certificate of Availability of Funds

TREASURER'S NO. 13-06716 DATE July 26, 2013

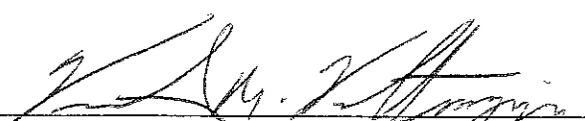
C-04-11-013-165-13218 (\$2,400.00)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

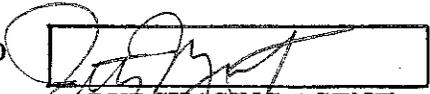
AMOUNT OF CERTIFICATION \$2,400.00 COUNTY COUNSEL Matthew P/ Lyons, Esq.

DESCRIPTION: Property Purchase, Acquisition of Property (R.O.W. - RE-14), balance of Commissioners Award of \$9,000.00 in Compensation (\$6,600.00 previously deposited with the Clerk of Superior Court by Resolution: August 22, 2012), in assoc. w/Reconst. of Egg Harbor Rd, CR630 from Hurffville-Grenloch Rd, CR635 to Hurffville-Cross Keys Rd, CR654 Washington Twp, Eng. Project 06-01FA, Patrick J. & Theresa Boyce, Block 54.02, Lot 126, RE-14

VENDOR: Patrick J. Boyce & Theresa Boyce

ADDRESS: 78 Abbington Lane
Sewell, NJ 08080

 7-26-13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-30-13

Meeting Date: August 07, 2013

DI

**RESOLUTION AUTHORIZING AN EMERGENCY GRANT AGREEMENT WITH
EVERGREEN COURT ADULT DAY SERVICES FROM JULY 1, 2013 TO DECEMBER 31, 2013
IN AN AMOUNT NOT TO EXCEED \$9,567.00 DUE TO THE SUDDEN CLOSURE OF
GUARDIAN PROGRAMS ADULT MEDICAL DAY CARE**

WHEREAS, the County of Gloucester deems it necessary and appropriate due to the immediate closure of Guardian Programs Adult Medical Day Care, the current contracted provider of adult medical day care services, to enter into an emergency grant agreement with Evergreen Court Adult Day Services, an existing provider performing the same or like services within the 2013 Peer Grouping Grant per RFP #012-041: and

WHEREAS, the Agreement with Evergreen Court will be in an amount not to exceed \$9,567.00, representing the balance of the unexpended grant funds for this program and including a projected client donation within the program; and

WHEREAS, the Agreement with Evergreen Court, shall be for the period commencing July 1, 2013 and concluding December 31, 2013 amending the Area Plan Grant awarded by the New Jersey Department of Human Services Division of Aging Services for the year 2013; and

WHEREAS, the balance of funds shall be allocated as follows:

- | | | |
|----|-----------------------------|-------------------------|
| a. | Grant Funds: | \$0 -\$9,467.00 (III B) |
| b. | Local Private Match: | \$ 0 |
| c. | Estimated Client Donations: | \$0 - 100.00 |
| | Total Amount not to exceed: | \$0 - \$ 9567.00 |

WHEREAS, the payment of the remaining balance of terminated contract amount is specifically conditioned on the New Jersey Department of Human Services Division of Aging Services receiving the balance of its Area Plan funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a Grant Agreement with Evergreen Court Adult Day Services in an amount not to exceed \$9,567.00, representing the balance of unexpended grant funds from July 1, 2013 to December 31, 2013, subject to the emergent justification and conditions set forth above; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the original contract and that this resolution and the Agreement are on file and available for public inspection in the office of the Clerk of Gloucester County and was published once in the South Jersey County Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

DI

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 007 DATE 7/1/2013

APPROPRIATION CODE _____

PROJECT ADULT DAY CARE

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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GENERAL PROVISIONS OF GRANT AGREEMENT

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2. Compliance
3. Other Funds
4. Scope of Services
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ATTACHMENTS: 1- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT: ADULT DAY CARE

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JULY, 2013, BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JULY, 2013 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2013.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. INCLUDING NAPIS AND SAMS REPORTING THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH

PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DEPARTMENT ON AGING.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND

FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, EVERGREEN COURT ADULT DAY SERVICES, ADULT MEDICAL DAY CARE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY,

CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DIVISION OF AGING SERVICES NEW JERSEY DEPARTMENT OF HUMAN SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION

WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT

CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED: THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO EVERGREEN COURT ADULT DAY SERVICES, ADULT MEDICAL DAY CARE, FOR THE EVENT OF THE ADULT DAY CARE PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION: LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 007

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.
A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 007

SCOPE OF SERVICES

Medical day care includes transportation, nursing care, social services, meals, snacks, and appropriate activities. The program is designed to prevent and/or postpone premature institutionalization while allowing the participants to remain in the community. The program is concerned with the fulfillment of the health needs of the participants who can benefit from a health services alternative to total institutionalization. Medical day care is a program of medically supervised, health related services provided in an ambulatory care setting to persons who are non-residents to the facility, and who, due to their physical and/or mental impairment, need health maintenance and restorative services supportive to their community living. The program also provides the caregiver a much needed respite from the stresses of continuous care.

The program will make available medical day care services for those people who cannot meet Medicaid requirements, waiver programs, or a private pay schedule. The total number of client days may be expanded where the client can make a partial contribution to the day care fee. Most of the clients served are below poverty level so client donations would be the exception.

The agency is in contact with other agencies serving the county, receives a large percentage of clients through referrals, and where appropriate refers clients to needed services of other agencies.

The grantee will reach the low-income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target populations. All clients will be from the frail or disabled target population mainly referred by doctors, hospitals or other medical sources.

Grantee shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Grantee's denial of services, or with the quality of services furnished by Grantee, with an adequate opportunity to resolve the grievance. Grantee shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A sign shall be displayed in all facilities used by or in conjunction with the program stating the grievance policy and procedures.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 007

SCOPE OF SERVICES

GRANTEE: Evergreen Court Adult Day Services

PROJECT TITLE: Adult Day Care

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

| | |
|-------------------------------|-------------|
| 4 clients low income minority | (50% of 7) |
| 7 clients frail/disabled | (100% of 7) |

SERVICE AREA: All of Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:

To provide Adult Day Care for approximately 7 clients needing such service. If the grant is not awarded the clients will continue to be served. Grant funding only pays for the cost involved with the care the client receives while at the center, with 100% going to client need.

SERVICE DEFINITION:

SERVICE TAXONOMY: 322

Direct care and supervision for a portion of a day, provided through a structured program of social, rehabilitative, and/or maintenance services in a suitable facility, for physically or mentally impaired older persons who are not capable of full time independent living.

AMOUNT: \$9,567.00

UNITS OF SERVICE: 683 (unit = hour)

CLIENT COUNT: 7 clients

UNIT COST: \$ 14.00 /hour, 5 hour day, (\$70/day)

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 007

| | CASH | IN-KIND | TOTAL |
|--------------------------|-----------------|--------------------------|-------------------|
| Personnel | -0- | -0- | -0- |
| Consultants | -0- | -0- | -0- |
| Travel | -0- | -0- | -0- |
| Food | -0- | -0- | -0- |
| Building Space | -0- | -0- | -0- |
| Printing & Off Sup | -0- | -0- | -0- |
| Equipment | -0- | -0- | -0- |
| Other | 9,567. | -0- | 9567. |
| Indirect Cost | -0- | -0- | -0- |
| TOTAL BUDGET COST | 9,567.00 | -0- | 9,567.00 |
| | | | |
| | | LESS: | |
| | | Client Income | 100 |
| | | USDA | -0- |
| | | NET BUDGETED COST | \$9,467.00 |

| | | |
|-----------------|--------------------|-------------|
| III B | \$9,467.00 | 99% |
| State HDM Share | -0- | -0-% |
| Local Private | -0- | -0-% |
| Client Income | \$100 | 1% |
| TOTAL | \$ 9,567.00 | 100% |

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 007

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA;
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM

COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 007 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Evergreen Court Adult Day Services

551 North Evergreen Avenue

Woodbury, NJ 08096

BY: _____ Date _____

(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST: _____
CLERK OF THE BOARD

THIS AGREEMENT is dated this 1st day of July, 2013.

D2

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALL ABOUT CARE, LLC FOR THE PROVISION OF THE PEER GROUPING HOMEMAKER/PERSONAL CARE PROGRAM IN AN AMOUNT NOT TO EXCEED \$41,590.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013

WHEREAS, the County of Gloucester is desirous to contract for the provision of the Peer Grouping, Homemaker Care Program to elderly clients, residing in Gloucester County with dementia related illness on behalf of the Gloucester County Division of Senior Services; and

WHEREAS, the contractor represents that they are qualified to perform the services and desires to so perform pursuant to the terms and provision of the contract attached hereto; and

WHEREAS, the contract shall be for estimated units of service and with a minimum contract amount of Zero and a maximum contract amount of \$41,590.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this contract shall commence January 1, 2013 and terminate December 31, 2013; and

WHEREAS, this contract is contingent upon receiving grant funding under the PEER Grouping Grant awarded by the New Jersey Department of Human Services Division of Aging Services; and

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

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

SECTION 1. That the County of Gloucester enter into a written Professional Services Agreement with All About Care, LLC, 870 Mantoloking Road, Brick New Jersey 08723, as more fully set forth in the written agreement in an amount not to exceed \$41,590.00;

SECTION 2. That the contract entered into with the above named is awarded without competitive bids as a professional services contract pursuant to the provisions of the Local Public Contracts Law and a notice of this Resolution shall be published in the South Jersey Times, as required by law, within ten days of passage;

SECTION 3. The Agreement shall be executed and delivered on behalf of the Gloucester County Board of Chosen Freeholders Director.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Wednesday on August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

D2

**CONTRACT BETWEEN
ALL ABOUT CARE, LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **All About Care, LLC** of 870 Mantoloking Road, Brick, New Jersey 08723, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for PEER Grouping Home-Maker Services for the Gloucester County Department of Health, Senior & Disability Services; and

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

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

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2013 and concluding December 31, 2013.
2. **COMPENSATION.** Contract shall be for estimated units of service for a minimum contract amount of zero and a maximum contract amount of \$41,590.00.

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the attached "Exhibit A – Description of Services" and in the specifications set forth in the Bid Specifications and/or in the Request for Proposals, if any, as the case may be, which are incorporated into and made a part of this Contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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.

The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

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

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

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

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

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

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

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

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

23. **CONTRACT PARTS.** This contract consists of this contract document, and the attached "Exhibit A-Description of Services. Should there occur a conflict between this Contract and Exhibit A, this Contract shall control. Also incorporated herein are any Bid Specifications or Request for Proposals issued by the County in connection with this Contract. If there is a conflict between Exhibit A and the Bid Specifications or Request for Proposals, the Bid Specifications or Request for Proposals will control. If there is a conflict between Exhibit A or the Bid Specifications, or the Request for Proposals and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 1st day of January, 2013.

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 Vendor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

THE COUNTY OF GLOUCESTER

**ROBERT N. DILELLA,
CLERK**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ALL ABOUT CARE, LLC

(Please Print Name and Title)

D2

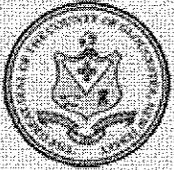


BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

To: The Board of Chosen Freeholders
From: Peter Mercanti, Purchasing Director
Date: November 1, 2012
CC: RFP Committee Members
Re: Request for Proposals, Competitive Contracting 12-040 for Area Plan and RFP-12-041 for Peer Grouping



DEPARTMENT OF
PURCHASING

DIRECTOR
Peter M. Mercanti

PO Box 337
Woodbury, NJ 08096

Phone 856.853.3420
Fax 856.853.8504

purchasing@co.gloucester.nj.us

www.gloucestercountynj.gov

The potential contract for the above mentioned service for the Gloucester County Department of Economic Development, Workforce Investment Board was procured pursuant to N.J.S.A.40A:11-4.1(g) and N.J.A.C.5:34-4.1 et seq., *Competitive Contracting Request for Proposals*.

A county review committee was appointed, consisting of Robert McErlane, Assistant Purchasing Agent, Connie Fentress, Vice Chairperson, Division of Senior Services Advisory Council, Dennis Dittmar, Senior Program Analyst, Senior Services and Karen Christina, Fiscal Officer, Senior Services. All committee members have been and remain familiar with the need for these services, and all committee members determined, prior to the evaluation procedure, that none were in any conflict or potential conflict of interest as defined by N.J.S.A. 40A:9-22.1 et seq.

Please note that until this time, as dictated by law, the names of these committee members have not been publicly disclosed.

The specifications set forth various expectations of the County, and included, pursuant to N.J.A.C.5:34-4.2, evaluation criteria upon which the

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

vendors knew they would be judged. These included Service, Coordination, Customer Satisfaction, Goals, Objectives and Methods, Facilities and Staff, Budget and Unit Cost.

On July 2, 2012 the specifications were advertised and on August 2, 2012 the request for proposals were opened.

After the review committee members scored the vendors, as based upon the specifications. These scores were than tabulated into the chart referenced below, indicating the total points awarded.

The Committee recommends that the award of contract be awarded to the vendors for the services listed.

| REQUEST FOR PROPOSALS (R.F.P.) | 2013 Area Plan Contract | Requested Funding | Award Anticipated Award | RFP Grade |
|---|--------------------------------|-------------------|-------------------------|-----------|
| RFP Grading/Awards List | Service Programs | | | |
| Adult Day Care | | | | |
| Guardian Programs | | \$26,000.00 | \$26,000.00 | 92 |
| Personal Care & Housekeeping Services | | | | |
| All About Care- Personal Care Services | | \$47,000.00 | \$47,500.00 | 94 |
| All About Care-Housekeeping Services | | \$9,500.00 | \$9,500.00 | 95 |
| | | | | 95 |
| All About Care- Auxiliary Personal Care | | \$28,000.00 | \$28,000.00 | |
| | | | | |
| | | | | |
| Visiting Nurse & Hospice- Certified Home Health Aide | | \$56,000.00 | \$56,000.00 | 95 |
| | | | | |
| South Jersey Legal Services Inc.- Legal Services Program | | \$9,500.00 | \$9,500.00 | 93 |
| Glassboro Senior Citizen's Center | Aid to Municipal Centers | \$14,400.00 | \$14,400.00 | 97 |
| Glassboro Housing Authority | Housekeeping for GHA Residents | \$57,100.00 | \$57,100.00 | 96 |
| Glouc. Co. Division of Education/Disability Serv. | B/V/I Counseling/Care Mgmt | \$36,600.00 | \$36,600.00 | 93 |
| Glouc County Division of Social Services - Adult Protective Services | | \$97,576.00 | \$97,576.00 | 89 |
| Gloucester County Dept. of Health- Senior Health Connection | | \$12,800.00 | \$11,900.00 | 97 |
| Glouc. Co. Dept. of Health- Tai-Chi/Walking Exercise Program | | \$4,124.00 | \$4,124.00 | 98 |
| Glouc. County College RSVP Friendly Visitor focusing on Reading&Writing | | \$2,500.00 | \$2,500.00 | 93 |
| Glouc. County College- RSVP Wellness Program | | \$4,500.00 | \$4,300.00 | 92 |
| Glouc. County Division of Transportation Services-Escorted Transportation | | \$25,642.00 | \$25,642.00 | 95 |
| Glouc. County Division of Transportation Services-Blind/Visually Impaired | | \$11,500.00 | \$11,500.00 | 94 |
| Glouc. County Division of Transportation-Medical Transport | | \$39,000.00 | \$39,000.00 | 96 |

Peer Grouping

| | | | | |
|--------------------|---------------------------|-------------|-------------|----|
| All About Care LLC | Personal Home Care | \$40,000.00 | \$40,000.00 | 94 |
|--------------------|---------------------------|-------------|-------------|----|

Peer Grouping

| | | | | |
|-------------------|-----------------------|-------------|-------------|----|
| Evergreen Court | Adult Day Care | \$8,800.00 | \$8,000.00 | 94 |
| Guardian Programs | Adult Day Care | \$15,000.00 | \$17,000.00 | 92 |

DB

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT, AWARDED BY NEW JERSEY STATE GRANT PROVISIONS, WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY, (AS THE OWNER/OPERATOR OF THE SHADY LANE NURSING HOME) PURSUANT TO WHICH THE COUNTY WILL ADMINISTER CERTAIN CARE MANAGEMENT AND SUPPORT SERVICES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 FOR A TOTAL CONTRACT AMOUNT OF \$97,374.00

WHEREAS, the Gloucester County Improvement Authority (hereinafter the "GCIA") has obtained grant funds from the New Jersey Department of Human Services Division of Aging Services in connection with the PEER Grouping Program for the year 2013; and

WHEREAS, a statutory condition of the GCIA's funding is that it commit for 2013 \$97,374.00 to programs designed to care and support elderly residents of Gloucester County suffering from dementia related illnesses, and thereby help avoid placement in nursing home type facilities; and

WHEREAS, the County of Gloucester, through its Department of Health, Senior & Disability Services, provides services through subcontractors in the context of PEER Grouping Contracts consisting of care management and support services such as homemaker assistance, adult day care and respite care; and

WHEREAS, the GCIA desires to enter into a contract with the County of Gloucester pursuant to which the County will secure such services that satisfy the aforesaid statutory condition; and

WHEREAS, for the provision of such services, the GCIA will pay to the County the sum of \$97,374.00 for the period beginning January 1, 2013, and concluding December 31, 2013; and

WHEREAS, it is necessary and appropriate for the County of Gloucester to authorize the execution of an agreement with the GCIA as such.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a contract between the Gloucester County Improvement Authority and the County of Gloucester, pursuant to which the Gloucester County Department of Health, Senior & Disability Services will provide case management services and additional support services as described above for the period beginning January 1, 2013 and concluding December 31, 2013 for a total contract amount of \$97,374.00.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, August 7, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2013, by and between the **County of Gloucester**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and the **Gloucester County Improvement Authority**, hereinafter referred to as the "**Improvement Authority**"; and

WHEREAS, the Improvement Authority has a statutory obligation to provide Care Management services along with the additional support services of Homemaker Assistance, Adult Day Care and Respite Care to elderly clients suffering from Dementia-related illnesses to ensure placement in an institutional setting is avoided; and

WHEREAS, the Improvement Authority desires to enter into an agreement with the County pursuant to which the County will administer the provision of such services; and

WHEREAS, consistent with the statutory obligation, the GCIA has committed the sum of \$97,374.00 to said services, which amount shall be the amount of this Agreement;

NOW THEREFORE, the parties for good and valuable mutual consideration hereby agree to the following terms and conditions:

1. **TERM OF CONTRACT:** This AGREEMENT shall be for a fixed term of one (1) year beginning January 1, 2013 and shall terminate on December 31, 2013.
2. **FUNDS:** The Improvement Authority agrees to provide funds in the amount of \$97,374.00 to the County for its use as hereinafter described.
3. **PAYMENT OF SERVICES:** The County shall be paid a total contract amount of \$97,374.00. Payment will be released pursuant to receipt of monthly cash activity reports for payments of allowable costs incurred in the performance of this AGREEMENT. The County will also submit a monthly report on actual services provided, as well as a final report.

4. **SERVICE DESCRIPTION AND UNITS OF SERVICE:** The Improvement Authority restricts the use of these allocated funds to the County to be used as follows:
- a. To provide Care Management services and coordinate Homemaker Assistance, Adult Day Care and Respite services to the Elderly and/or Disabled population in Gloucester County, who are eligible by virtue of their dementia-related illness.
 - b. To determine the eligibility of each applicant and work in coordination with the service provider(s) to develop a multi-service approach to meeting the special needs of clientele.
 - c. To provide information and referrals to other relevant programs.
 - d. To provide follow-up services to ensure clients are receiving quality care.
 - e. To maintain accurate records of hours of service rendered so that they will not exceed the approved amount, and issue reimbursements or payments to providers for services rendered.
 - f. To follow the 2013 Service Allocation and Spending Plan funded through Peer Grouping Systems Revenues. (Attachment B).
5. **COUNTY OBLIGATIONS:** In consideration of funds allocated, the County agrees to use the funds in accordance with restrictions contained in paragraph (4) of this AGREEMENT. The County shall make available to the Improvement Authority all reports to grantors, state, or federal agencies covering levels of service and program expenditures under service contracts for which these funds serve as matching funds. The County shall not release confidential material or information concerning persons served by the County without written "Release of Information" by said person.
6. **IMPROVEMENT AUTHORITY OBLIGATIONS:**
- a. The Improvement Authority shall provide funds in the amount(s) and as scheduled in paragraph (3) of the AGREEMENT. The Improvement Authority understands that failure to meet the payment schedule in paragraph (3) may result in the County being unable to provide and claim sufficient reimbursement to fund the County program.
 - b. The Improvement Authority will provide quality assurance/contract monitoring and review to ensure that contractual obligations are fulfilled and to assist the County in achieving effective end results.

7. **INSURANCE COVERAGE:** The County represents that it has in force sufficient general liability and other insurances to provide defense and indemnification against claims which may arise out of the administration of services under this AGREEMENT. An original Certificate of Insurance issued by the County's Insurance Carriers will be provided to the Improvement Authority upon request.
8. **AFFIRMATIVE ACTION:** The County agrees to comply with the mandatory Affirmative Action Law as pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27). (Attachment A).
9. **ACCESSIBILITY:** The County agrees to make their services available to the handicapped.
10. **TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner their obligation under this Agreement, or if the County shall violate any of the covenants, agreements or stipulations of this Agreement, the Improvement Authority shall thereupon have the right to terminate this Agreement by giving written notice to the County of such terminations specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Agreement shall, at the option of the Improvement Authority, become its property and the County shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents. Notwithstanding the above, the County shall not be relieved of liability to the Improvement Authority for damages sustained by the Improvement Authority virtue of any breach of contract by the County, and the Improvement Authority may withhold any payments to the County for the purpose of set-offs until such time as the exact amount of damages due to the Improvement Authority for the County is determined.
11. **NOTICE OF DEFAULT:** In the event that the Improvement Authority claims that the County is in default of the AGREEMENT or has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, then the Improvement Authority agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to the County, and the County shall have failed, within fifteen (15) days thereafter, to actively and diligently, in good faith, proceed with the contract and the correction of the default.
12. **COMPLIANCE WITH LOCAL LAWS:** The County shall comply with all applicable laws, ordinances and codes of the Federal, State, and Local Governments and shall commit no trespass on any public or private property in performing any of the services embraced by this contract.

13. **RELEASE:** It is agreed and understood that acceptance and final payment to the County shall be considered a release in full of all claims against the Improvement Authority for the services delivered.
14. **EQUAL OPPORTUNITY EMPLOYMENT:** During the performance of this AGREEMENT, the County agrees as follows:
 - a. The County or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, marital status, sex, or handicap. The County will take affirmative action to ensure that such applicants are recruited and employed. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
 - b. The County or subcontractor, where applicable, will in all solicitations or advertisements for employees place by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, or handicap.
15. **AUDIT:** The Improvement Authority agrees to cooperate in any audit of the source of the funds, which may be conducted by or on behalf of the State or Federal Government.
16. **REVERSION OF ASSETS:** Upon the expiration of this AGREEMENT, the County shall transfer to the Improvement Authority any funds on hand at the time of expiration.
17. **NOTICES:** Notices pursuant to this AGREEMENT shall be given in writing by ordinary mail to the parties at the following addresses:
 - a. If to the Improvement Authority, c/o
Charles Fentress, Chairman
Gloucester County Improvement Authority
109 Budd Blvd.
Woodbury, NJ 08096
 - b. If to the COUNTY, c/o
Anna Docimo, Executive Director
Gloucester County Division of Senior Services
115 Budd Blvd.
West Deptford, NJ 08096

c. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.

18. **ENTIRE AGREEMENT:** This document attached hereto and made a part hereof contains all the terms and conditions agreed upon by the Gloucester County and the Improvement Authority.

19. **BINDING AGREEMENT:** This AGREEMENT supersedes all prior agreements between any other parties and shall be binding upon the parties hereto.

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 Vendor's authorized representative has executed this Agreement on the date indicated herein.

GLOUCESTER COUNTY

**GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY**

BY: _____
Signature

BY: _____
Signature

NAME: Robert M. Damminger
TITLE: Freeholder Director

NAME: Charles Fentress
TITLE: Chairman
ADDRESS: 109 Budd Blvd.
Woodbury, NJ 08096

ATTEST:
BY: _____
Signature

NAME: Robert N. DiLella
TITLE: Clerk of the Board

TELEPHONE #: 856-848-4002

ATTACHMENT A

P.L 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The 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 age, race, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation. 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; selection for training, including apprenticeship. The 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.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation.

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

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

The contractor or subcontractor 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 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.

ATTACHMENT A CONTINUED

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment County which engages in direct or indirect discriminatory practices.

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

The contractor and its subcontractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry our the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

F

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH
SECURE ALERT, INC. TO PROVIDE GPS HOME ELECTRONIC DETENTION
SYSTEM TRACKING DEVICES FOR THE DEPARTMENT OF CORRECTIONS
FROM AUGUST 3, 2013 TO AUGUST 2, 2015 WITH AN ANNUAL AMOUNT
OF PAYMENTS BY THE INDIVIDUAL INMATES USING THE DEVICES
NOT TO EXCEED \$200,000.00, AND AN ANNUAL AMOUNT BY THE COUNTY
NOT TO EXCEED \$5,000.00**

WHEREAS, the County of Gloucester has previously entered into a contract with **SECURE ALERT, INC.**, with offices at 150 W. Civic Center Dr., Ste 400, Sandy, Utah 84070, for the provision of GPS Tracking Home Electronic Detention Systems with victim alerts and blood alcohol monitoring for the Department of Correctional Services as per County Bid PD-011-044; and

WHEREAS, the contract and bid specifications provided for an extension, at the option of the County, for one additional two (2) year period, or two one (1) year periods; and

WHEREAS, the Corrections Warden has recommended that the option to extend the contract for the one additional two (2) year period be exercised, extending the term of the contract through August 2, 2015; and

WHEREAS, payments will be made by the individual inmates using the devices in an annual amount not to exceed \$200,000.00. Some tracking device services may be partially paid by the County in an annual amount not to exceed \$5,000.00; and

WHEREAS, the contract is for estimated units of service in the aforesaid not-to-exceed amount by the County, and therefore no Certificate of Availability of Funds is required at this time because the contract is open-ended; and

WHEREAS, all remaining terms and provisions of the original contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Chosen Freeholders of the County of Gloucester does hereby exercise its option to extend the term of the contract with Secure Alert, Inc., for the provision of GPS Tracking Home Electronic Detention System Tracking Devices for the County Department of Corrections for one additional two (2) year period from August 3, 2013 to August 2, 2015; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 7, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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**RESOLUTION APPROVING AND IMPLEMENTING
A SECTION OF THE POLICY AND PROCEDURE
MANUAL OF THE DEPARTMENT OF CORRECTIONS AND
TO AMEND THE ADMINISTRATIVE CODE SECTION COR-6**

WHEREAS, there exists a need by the County of Gloucester to approve and implement the following policy: Section 3: Personnel and Payroll; Number 363: Uniforms, Equipment and Personal Appearance; and

WHEREAS, the above mentioned policy is needed for internal use by the Department of Corrections, and;

WHEREAS, the attached policy has been recommended by the Warden of the Department of Corrections and appears to be necessary and appropriate; and

WHEREAS, to completely implement the policy, it is necessary to amend the Gloucester County Administrative Code Section COR-6.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the County of Gloucester hereby approves the implementation of Section 3: Personnel and Payroll; Number 363: Uniforms, Equipment and Personal Appearance and hereby directs the Gloucester County Administrative Code Section COR-6 be amended to reflect the adoption of the policy.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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|--|---|--------------------------------|
|  <p style="text-align: center;">GLOUCESTER COUNTY CORRECTIONAL SERVICES POLICY AND PROCEDURE</p> | NUMBER: 363 | PAGES: 1 through 8 |
| | RELATED STANDARDS: NJSA 30: 8-19 FOP Contracts- Lodges 97, 199 & 165 | |
| | EFFECTIVE: 05/21/2008 | REVISED: 08/07/2013 |
| SECTION 3: Personnel & Payroll | SUBJECT: Uniforms, Equipment and Personal Appearance | |
| APPROVED: Eugene J. Caldwell, II, Warden | | |

POLICY

In order to ensure the officers of the Gloucester County Department of Corrections (GCDOC) are readily recognized by the general public, the GCDOC will develop regulations and standards to govern the wear, classification and composition of departmental uniforms and personal appearance.

APPLICABLE TITLES

Warden, Correction Lieutenant, Correction Sergeant & Correction Officer.

PURPOSE

1. All correction officers, upon completion of a PTC certified training academy, will receive a complete uniform issue. Some items may be issued during training as needed. The complete issue will include:
 - a. 3 pair class "B" pants
 - b. 3 class "B" short sleeve shirts
 - c. 1 class "A" long sleeve shirt
 - d. 1 pair class "A" pants
 - e. 1 tie
 - f. 2 badges
 - g. 1 nameplate
 - h. 1 all purpose jacket with liner
 - i. 1 ID wallet
 - j. 1 Garrison belt
 - k. 1 Sam Browne type belt
 - l. 1 double ammo pouch
 - m. 1 pair of handcuffs with case and key
 - n. 1 protective body armor vest and vest carrier
 - o. 1 pair of shoes
 - p. 1 canister oleoresin capsicum (OC) spray and holder
 - q. 1 Departmental firearm with holster, 3 magazines, 22 rounds of ammunition and magazine holder.
 - r. 1 rain coat

2. Outside the uniform vest carriers are no longer permitted to be worn at any time by any staff member as of September 1, 2013.
3. Maintenance and replacement of uniforms is the individual officer's responsibility as per the appropriate F.O.P. Contract.
4. Uniforms damaged or destroyed in the line of duty will be replaced or repaired at the department's expense as per the appropriate F.O.P. Contract. An operations report must be generated and submitted.
5. The Department will bear the cost of any uniform changes it makes. Staff will bear the cost of any uniform changes requested by the union and agreed to by administration.
6. Uniforms shall be neat, clean and well pressed at all times.
7. All leather gear, shoes and brass shall be polished at all times.
8. All uniforms will be maintained in serviceable condition. Worn, ripped or improperly fitted uniforms will be replaced or repaired immediately by the officer as needed.
9. The regulation uniform for Corrections Officers is as follows:
 - a. Black police style polyester trousers with 1 ½" gold stripe
 - b. Black police style polyester shirt with silver buttons, departmental patch affixed on the left sleeve and the US flag on the right sleeve one inch below shoulder seam.
 - c. Black Garrison belt and Sam Browne belt, silver buckles, in basket weave pattern with matching basket weave accessories.
 - d. Approved law enforcement type jacket with Department patch and US flag affixed as described in (b) above.
 - e. Black police style shoes or black boots.
 1. Sneakers are no longer permitted to be worn at any time by any staff member as of September 1, 2013.
 - f. Name plates, silver in color with black lettering, will be worn on the uniform shirt or outermost garment centered directly above the right breast pocket.
 - g. Black ties and tie clips will be worn with the regulation long sleeve shirts. Short sleeve shirts will be worn with open collars and white or black T-shirts.
 - h. Department badges will be worn on the uniform shirt and outermost garment centered directly above the left breast pocket.
10. The wearing of issued body armor, handcuffs, OC spray and weapon in holster is mandatory. Weapons are to be secured in the provided gun boxes upon reporting. Any officer found reporting for duty without the above items will be considered out of uniform and relieved of duty until such time as they obtain those items. Any officer sent home to retrieve missing items will not be paid for the time required to retrieve the items.
11. Departmental supervisors will wear their uniforms in the same manner as prescribed for officers with the following exceptions:
 - a. Lieutenants will wear white police style polyester shirts with gold buttons, appropriate rank insignia on both shoulder epaulets of the uniform shirt, any sweater and outer garments.
 - b. Sergeants will wear black police style polyester shirts with gold buttons, rank insignia centered on both collar points of the shirt as well as rank patched on both sleeves.
 - c. Black Garrison belt and Sam Browne belt, gold buckles, in basket weave pattern with matching basket weave accessories

- d. Badges will be gold with lettering identifying rank.
 - e. Nameplates will gold with black lettering for supervisors.
12. Three basic uniforms will be utilized as described below:
- a. Class "A" uniform: Consists of black police style polyester long sleeve shirt, black police style polyester trousers with gold stripe and tie with clip and police style boots or shoes. White police style polyester long sleeve shirt for any rank Lieutenant and higher promoted after June 1, 2013.
 - b. Class "B" uniform: Consists of black police style polyester short sleeve shirt, white or black T-shirt, black police style polyester trousers with gold stripe and black police style boots or shoes. White police style polyester short sleeve shirt for any rank Lieutenant and higher promoted after June 1, 2013.
 - c. Class "C" uniform: May be worn by Road Gang / Classification Officers ONLY. The uniform consists of black BDU style shirt, with name, badge and rank embroidered on shirt, white or black T-shirt, black cargo trousers with gold stripe and black police style boots or shoes. BDU's are no longer permitted to be worn by any staff member at anytime other than Road Gang / Classification Officers starting January 1, 2014. Road Gang Officers are also permitted to wear yellow polo shirts with the class "C" trousers between the months of April 1st and September 30th.
13. Class "A" uniforms will be worn for specified occasions such as funerals, for training outside the department, court appearances or as specified by the Warden. Class "A" long sleeve shirts may be worn between the months of October 1st and March 31st.
14. There will be no combining of uniforms. For example; wearing class "B" shirt with class "C" trousers, etc.
15. Staff in uniform will wear the department badge as specified above. When wearing other approved attire, the badge will be displayed in the same manner when appropriate or worn on a belt clip or neck chain and visible at all times.
16. Mourning bands will be worn as approved by the Warden.
17. Uniformed personnel may wear service ribbons or awards as approved by the Warden.
18. Service stars will be worn on the class "A" uniform shirt designating time service. One star is authorized for each 5 years of service completed. The stars will be centered on the lower left sleeve of the long sleeve shirt and placed parallel to and four inches above the cuff seam.
19. Civilian jackets shall not be worn at any time for any reason while in uniform.
20. Authorized sweaters may be worn as an optional outer garment over the uniform shirt.
21. Only black military style pullovers are authorized. Departmental patch, badge and nameplate must be worn on the sweater in the same manner as on the uniform shirt.
22. Uniform style or material will not be altered or changed in any manner unless authorized by the Warden.
23. Wearing the uniform, in whole or in part, for any private purpose is prohibited.
24. Drinking or purchasing alcoholic beverages while in uniform is prohibited.
25. Shift Commanders will inspect uniforms daily to ensure strict compliance with these regulations. It is the responsibility of all officers of this department to ensure that they present a neat and professional appearance.
26. Every officer will carry the required equipment for his or her assigned area at all times. Accountability and maintenance of this equipment is the responsibility of the officer assigned

to that area.

27. Departmental regulations concerning carrying, use and care of firearms are designed to protect the lives of staff and public. The Gloucester County Department of Corrections Firearms policy shall serve as the guide for all rules and regulations concerning firearms.
28. Officers who meet the criteria described below may wear awards and service ribbons. When one award or ribbon is displayed it will be worn centered 1/8 of an inch above the nameplate. When two or more are worn they will be displayed on a placard.
 - a. Medal of Honor – awarded for an outstanding act in the line of duty during imminent personal hazard of life with full knowledge of risk involved.
 - b. Exceptional Duty – awarded for highly creditable accomplishments, bringing public acclaim to the Officer, the Department and the profession as a result of training, devotion and service to the public.
 - c. Meritorious service – awarded for an extraordinary accomplishment under adverse conditions with some degree of hazard to life or limb to the nominee or where death or injuries to a third party is prevented.
 - d. Honorable service – awarded for a creditable act in the line of duty, showing initiative and accomplishment which meets some but not all of the requirements for other medals and is unusual in nature.
 - e. First aid – for an individual who is a certified first aid instructor
 - f. Years in service – worn by officers who have completed at least one full year of service. It is to be updated each year with the appropriate number of years completed.
 - g. Veteran service bars – may be worn by an Officer who has served in War.
 - h. CPR – may be worn by any officer who has completed a cardio-pulmonary resuscitation program and holds current certification.
 - i. COTA pins, CPR and EMT instructor pins from the American Red Cross or the American Heart Association may also be displayed on the placard. Recognized military pins may be displayed.
29. The placard is an optional device to hold the Departmental badge, awards and service ribbons. This device will be used when two or more awards or ribbons are displayed. The placard will be worn over the left breast pocket.

PERSONAL APPEARANCE

1. The uniform: When reporting for duty, all corrections officers shall maintain a high standard of appearance, dressing in compliance with the regulations and keeping the uniform neat, clean and in full repair. Correction officers are required to be in full uniform AT ALL TIMES.
2. A wedding ring, religious ring and one neck chain with religious medal may be worn.
3. Earrings or ear ornaments shall not be worn while on duty.
4. Facial jewelry shall not be worn while on duty.
5. ID cards: All civilian staff members will wear ID cards on their outer most garment, appropriately displayed while on the work premises.
6. Supervision: Adherence to the personal appearance regulations is the responsibility of the individual staff member. To ensure the staff members are in compliance, enforcement of these regulations contained in this section shall be the responsibility of all superior officers

and the appropriate civilian supervisory staff.

GROOMING

Uniform staff, while on duty and/or while off duty in uniform, shall maintain a neat, well groomed appearance. All grooming regulations will apply to custody staff members who are authorized to wear civilian clothing while on duty. They shall adhere to the following standards:

1. Hair coloring, if used, must appear natural
2. Hair (males)
 - a. The custody staff member's hair shall be neatly trimmed combed or brushed and shall be cut to present a tapered appearance when combed. The hair shall not fall over the ears or eyebrows or extend past the bottom of the collar of the shirt when standing with the head in a normal posture.
 - b. Sideburns shall be no longer than ½ inch in length and shall not extend past the center of the ear.
 - c. The hair shall not be pinned nor twisted to meet this standard.
 - d. The hair shall not interfere with the proper wearing of any authorized uniform headgear.
 - e. When a wig or hairpiece is worn, the custody staff member shall conform to the above stated provisions of this section.
3. Hair (females)
 - a. The custody staff member's hair shall not be excessive, ragged or unkempt in length, bulk or appearance. The hair shall be neatly groomed.
 - b. The hair shall not be worn longer than the eyebrows or extend past the bottom of the collar of the shirt when standing with the head in a normal posture.
 - c. The hair shall not be worn over the ears and shall, when necessary, be twisted or in a bun on the top of the back of the head provided the hair does not interfere with the proper wearing of uniform headgear.
 - d. The custody staff member shall not wear in the hair any ribbons or ornaments, except for neat, inconspicuous bobby pins, barrettes and/or unadorned elastic bands that blend with the hair color.
 - e. When a wig or hairpiece is worn, the custody staff member shall conform to the above stated provisions of this section.
4. Mustache
 - a. Custody staff members may wear a mustache
 - b. It shall be kept trimmed and clean. The mustache shall not extend below the corners of the mouth. It shall not be twirled or curled.
5. Beard/Goatee

Custody staff members are not permitted a beard and/or goatee as of September 1, 2013. Exceptions shall only be made for custody staff members who have secured a medical or religious exemption.

- a. **Medical Exemptions:** To obtain a medical exemption, the custody staff member must provide the Warden with a letter from a qualified medical healthcare provider which indicates the basis of the exemption request (i.e., medical condition) and the length of time the exemption will be required. The term “qualified medical healthcare provider” includes medical doctors (M.D.), doctors of osteopathy (D.O.), physician assistants (P.A.), or nurse practitioners (C.N.P.). Letters from other healthcare providers will not be accepted.

Once the request is received, the custody staff member will be exempt from the policy for a period of thirty days or whenever the request is decided, whichever comes first. If the exemption request is granted, the custody staff member will be exempt from the policy for the period prescribed by the medical healthcare provider. Nonetheless, all exemptions must be renewed on a six-month basis, regardless of the recommended period of exemption. All exemption renewals shall require the same documentation as the initial request.

- b. **Religious Exemptions:** To obtain a religious exemption, the custody staff member must provide the Warden with a Certification from a religious leader from their faith which states that the maintenance of a beard of some type of facial hair is a necessary component of their faith and that they are a member of that faith. Since the Department accepts that the Sunni Muslim faith requires its members to wear beards, such individuals are only required to submit a Certification from their religious leader stating that they are members of the Sunni Muslim faith.

Once a request is received, the custody staff member will be exempt from the policy pending a determination on the request. Should the custody staff member’s request be denied and should the custody staff member appeal the denial through the grievance procedure, the custody staff member shall be granted a stay from the requirement that the beard must be shaved during the pending administrative proceedings and until a final administrative decision is rendered.

On an annual basis, all custody staff members who receive a religious exemption must submit a “Certification of Continuing Need for a Religious Exemption” (see Attachment C). This Certification must state that the custody staff member continues to possess a sincere belief in the faith in question, and that, therefore, the need for the religious exemption continues. The Certification will also state that the custody staff member understands that any false or misleading statements in the Certification may result in disciplinary action. The “Certification of a Continuing Need for a Religious Exemption” does not require the certification of a religious leader but only requires the signature of the custody staff member.

Should the Department discover that a custody staff member has made a false or misleading statement on a Certification for a religious exemption or on the “Certification of a Continuing Need for a Religious Exemption”, and is therefore,

not entitled to an exemption, the Department shall provide the custody staff member with an explanation of the basis for the belief that false or misleading statements were made. In addition, the Department shall grant the custody staff member a stay from the requirement that the beard be shaved during the pending administrative proceedings and until a final administrative decision has been made in accordance with the current procedural steps available to the custody staff member facing disciplinary action.

Custody staff members, who have properly filed for a religious exemption, will be provided with a determination based on their initial request.

Department policy states "All employees have the right NOT to be retaliated against for making a complaint". In keeping with the above, no employee who has filed for an exemption to the grooming standard of the Uniform Policy or who has filed a complaint on this policy may be subject to any form of retaliation. No employee is to be reassigned as the result of an exemption to the grooming standard until guidelines are established to ensure such action is necessary and that affected employees are not subject to undue hardships.

6. Fingernails

- a. Fingernails shall not be longer than $\frac{1}{4}$ inch in length from the tip of the nail. This provision applies to male and female custody staff members. Only clear nail polish or a French manicure shall be allowed.

7. Personal Hygiene

- a. All custody staff members shall be required to maintain acceptable personal hygiene to ensure they present a neat, clean, well-groomed and professional appearance.

PERSONAL APPEARANCE INSPECTIONS

1. Daily Inspections

- a. Supervisors shall inspect the personal appearance of all custody staff members assigned to posts in their area of responsibility during each tour of duty.
- b. Neatness and cleanliness shall be considered as part of a proper uniform.
- c. It should be noted that any supervisor observing a personal appearance violation may address the violation with that staff member. This practice shall not be restricted to the staff member's immediate supervisor.

2. Disciplinary Action

- a. Violations of personal appearance regulations shall be reported to the Warden or designee, who shall be at least the rank of Lieutenant, for such disciplinary action as deemed appropriate. All penalties imposed must be within the range of penalties set forth in the particular offense, unless consideration of mitigating or aggravating factors would cause the penalty to be deemed inappropriate.

DEPARTMENT PROPERTY AND EQUIPMENT

1. Responsibility and care: Employees are responsible for the proper care of all Department property and the equipment assigned to them. Employees shall not damage, alter, deface or abuse any departmental property, building or equipment either intentionally or through carelessness or neglect. Result discipline.
2. Damaged or Inoperative Property of Equipment: Employees shall immediately report to their supervisor any loss of or damage to department property assigned to or used by them. The employees must notify their supervisor immediately of any defects or hazardous conditions existing in any Department equipment or property. Damaged, lost property or unauthorized use may subject the individual to appropriate disciplinary action.

F3

RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS RELATIVE TO THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2013-H5679-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,743.00, FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2014

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, *Deptford Township Community Policing/Equipment Grant, #2013-H5679-NJ-DJ*, for a grant in the total amount of \$10,743.00 from October 1, 2012 to September 30, 2014; and

WHEREAS, the grant funds will benefit the County and the local Police Department of Deptford Township in their service to County residents and effort to target community policing; and

WHEREAS, the Shared Services Agreement between the County of Gloucester and the Township of Deptford shall set forth the terms and conditions as to distribution of the grants funds, the requirements therein, and the services to be performed; and

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of this application will be subject to the grant conditions and other policies, regulations and rules issued by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the administration of grant projects; and

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

1. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents relative to the grant application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (*Deptford Township Community Policing/Equipment Grant*), in the amount of \$10,743.00, from October 1, 2012 and terminating September 30, 2014.
2. That the Freeholder Director and other appropriate County official(s) are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Township of Deptford as to said grant funds.
3. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

F3

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF GLOUCESTER
AND THE TOWNSHIP OF DEPTFORD**

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is entered into this **7th** day of **August, 2013**, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County") and the **Township of Deptford**, municipal corporations of the State of New Jersey ("Municipality or Municipalities").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096;
2. The Township of Deptford ("Municipality or Municipalities") is a municipal corporation of the State of New Jersey with offices located at 1011 Cooper Street, Deptford, NJ 08096.
3. An Agreement is necessary pursuant to the terms of the Edward Byrne Memorial Justice Assistant Grant (JAG) Program requirements.
4. The County and Municipality have formed the Deptford Supplemental Patrols to target criminal activities.
5. The County and Municipality will coordinate their resources in furtherance of the goals of the Grant.
6. The Prosecutor's Office of the County of Gloucester as the chief law enforcement agency of the County will administer the expenditures of the grant funds consistent with the goals contained herein.

NOW, THEREFORE, the County and Municipality desire to enter into this Agreement for the purpose of describing the nature of the services to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements. Accordingly, County and Municipality hereby agree as follows.

AGREEMENT

A. SCOPE OF AUTHORITY:

1. **Nature and Extent of Services.** The Prosecutor's Office of the County along with the Police Department of the Township of Deptford will form Deptford Supplemental Patrols. The law enforcement agency and members thereof are permitted to enforce the laws

of the State of New Jersey and sub-divisions created hereunder in the one (1) participating Municipality.

2. **Description of Law Enforcement Services.** The Deptford Supplemental Patrols created hereunder will operate within the municipal boundaries of Deptford Township. The Deptford Supplemental Patrols will allocate resources on a pre-determined date and time to patrol and target areas where criminal activities may take place. The Deptford Supplemental Patrols, through the County, will also purchase law enforcement equipment necessary for the performance of the duties of the Deptford Supplemental Patrols. When Deptford Township wishes to purchase equipment from these grant funds they must submit requests in writing to the Prosecutor's Office for items to be purchased through the Gloucester County Purchasing Department. Deptford Township shall not purchase equipment and request reimbursement with grant funds.

B. REPORTING REQUIREMENTS:

1. **County Authority.** All parties hereto acknowledge the County, through the Prosecutor's Office, shall be responsible for the administrating of grant funds. The County will also be responsible for the coordination of services provided by the participating Municipality and how they will be implemented.

2. **Monthly Reports.** The Municipalities further acknowledge that the County through the Prosecutor's Office is obligated to report to the Grant Program Liaison the services provided and certify the same. Therefore, each Deptford Township shall provide to the County a Certification of Hours eligible for reimbursement on a form to be provided by the Gloucester County Prosecutor's Office, which shall include the following information:

- a. Name of participating officer;
- b. Date services provided;
- c. Number of hours worked;
- d. Hourly rate; and
- e. Certification signed by supervising authority certifying the information provided.

C. PAYMENT FROM COUNTY TO MUNICIPALITIES:

The County acknowledges receipt of grant funds totaling \$10,743.00. The County shall distribute said funds in accordance with the grant requirements as contained in this Agreement. The County will be reimbursed for grant administration services performed consistent with the terms of the grant application. Said reimbursement shall not exceed 10% of the grant funds. The County shall have no further obligations to the Municipality other than contained herein.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Municipality intends by this Agreement to create any agency relationship or delegate any authority other than that which may be specifically required by

the Shared Services Agreement Act for the limited purposes set forth herein. Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, each Municipality employee participating on the Deptford Supplemental Patrols shall remain an employee of the police department for their respective town for liability purposes.

The Municipality represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed and/or the equipment involved.

E. DURATION OF AGREEMENT:

This Agreement will be effective for the period of three (3) years from the date of the commencement of the grant. Each party may take appropriate action to terminate the Agreement prior to its expiration date in the event of the breach of the terms and provisions of the Agreement by any other party. This Agreement shall not automatically renew upon the expiration date. Rather, this Agreement should only be renewed by a specific, dually authorized, written action of the parties, as of the expiration date of the Agreement, to renew the Agreement for a further period.

F. MISCELLANEOUS PROVISION:

1. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

2. **Severability and Modification.** In the event that any portion of this Agreement shall be made inoperative by Judicial Law or Administrative Law rulings, the remainder of this Agreement shall remain in full force and effect.

3. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

4. **Execution.** This Agreement shall be executed by a duly authorized representative of each of the respective government entities participating in this Task Force Program.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, and attested by its Clerk, pursuant to a Resolution of the County, and Deptford has caused this instrument to be signed by their properly authorized representatives.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

**SEAN F. DALTON,
Gloucester County Prosecutor**

ATTEST:

TOWNSHIP OF DEPTFORD

**DINA L. ZAWADSKI
TOWNSHIP CLERK**

**PAUL MEDANY
MAYOR**



F3

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Dammingier

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Billie Jo Scott

DEPARTMENT: Prosecutors Office

GRANT TITLE: Edward Byrne Memorial Justice Assistance Grant

DATE: July 29, 2013

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: Lisa Cerny
Grants Coordinator

FREEHOLDER MEETING: August 7, 2013

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

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 7/16/13

1. TYPE OF GRANT
 NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 12-250

2. GRANT TITLE: Edward Byrne Memorial Justice Assistant Grant Program

3. GRANT TERM: FROM: 10/1/12 TO: 9/30/14

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Billie Jo Scott / 384-5532

6. NAME OF FUNDING AGENCY: US Department of Justice

BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD. A Justice Assistance Grant (JAG) disparate allocation has been issued for the Township of Deptford in the amount of \$10,743. Deptford Township Police Department wishes to utilize awarded funds towards the enhancement of its Community Policing Unit during the grant award period. Funds will be used to pay officer overtime for Community Policing events throughout the township during the grant period. Equipment to be purchased with grant funds includes but is not limited to a video monitor and accessories, tables, tents, printed Community Policing flyers and associated literature as well as various hats and t-shirts such that will assist Community Policing officers during details and enhance events within the community. An administrative cost of 10% of the award will be reimbursed to the Prosecutor's Office for personnel time spent on administering this grant.

7. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"):

| NAME | AMOUNT | NAME | AMOUNT |
|----------------------|---------|------|--------|
| Billie-Jo Scott | \$1,074 | | |
| Administrative Costs | | | |
| | | | |
| | | | |

8. TOTAL SALARY CHARGED TO GRANT: \$ 1,074

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE 7/16/13

1. GRANT TITLE: Edward Byrne Memorial Justice Assistance Grant (JAG)

2. DEPARTMENT: Prosecutor's Office

3. GRANT ID NUMBER: STATE: _____

FEDERAL 2013-H5679-NJ-DJ

4. FUNDING AGENCY CONTACT PERSON: Jennifer Lague

5. FUNDING AGENCY PHONE NUMBER: 202-305-8064

6. GRANT AMOUNT: \$10,743

7. A. CASH MATCH AMOUNT: N/A
(Attach mandated documentation)

B. IN-KIND MATCH: N/A

C. MODIFICATION AMOUNT: _____

D. NEW TOTAL: _____

8. CONTRACT PERIOD: FROM: 10/1/12 TO: 09/30/14

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: X

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____

ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: Nov 14, Feb14

May 15, Aug 14

Scott, Billie Jo

From: owner-bja.director-list@ojp.usdoj.gov on behalf of Justice, BJA <bja.justice@usdoj.gov>
Sent: Thursday, May 30, 2013 5:18 PM
To: Justice, BJA
Subject: Fiscal Year (FY) 2013 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program announcement

The Bureau of Justice Assistance (BJA) is pleased to announce that FY 13 Local JAG Program funding information is now available and appears on the [BJA JAG web page](#).

Please note that this email is being sent to a large group of potential Local JAG applicants and **does not necessarily confirm your jurisdiction's eligibility under the FY 2013 Local JAG Program**.

Eligible jurisdictions under FY 2013 Local JAG are limited to units of local government appearing on the [FY 2013 Local JAG Allocations list](#). Please verify your eligibility, and **if eligible**, review the associated [FY 2013 Local JAG solicitation](#) and submit an application for funding through the Office of Justice Program's (OJP) [Grants Management System \(GMS\)](#) **by 8:00 p.m. Eastern on Tuesday, July 9, 2013**.

Please contact the GMS Help Desk at 1-888-549-9901 (Option 3) prior to the deadline if you experience any technical difficulties with submission. Applications must be submitted by the stated deadline, regardless of whether the 30 day governing body review requirement has been satisfied. BJA will hold applications prior to processing until the 30 day governing body review requirement has been met OR attach a withholding of funds special condition to the award until the governing body requirement has been satisfied.

For questions related to the JAG solicitation, please contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to JIC@telesishq.com or by [live web chat](#).

For GMS assistance, please refer to: <http://www.ojp.usdoj.gov/gmscbt/> or contact the GMS Help Desk at 1-888-549-9901; Option 3.

2013 NEW JERSEY JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2013 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

| | | | | |
|----|----------------------|-----------|-----------|-----------|
| NJ | ATLANTIC COUNTY | County | * | |
| NJ | ATLANTIC CITY | Municipal | \$78,370 | |
| NJ | EGG HARBOR TOWNSHIP | Township | \$11,243 | |
| NJ | PLEASANTVILLE CITY | Municipal | \$18,483 | \$108,096 |
| NJ | BERGEN COUNTY | County | * | |
| NJ | HACKENSACK CITY | Municipal | \$11,444 | \$11,444 |
| NJ | BURLINGTON COUNTY | County | * | |
| NJ | WILLINGBORO TOWNSHIP | Township | \$11,177 | \$11,177 |
| NJ | CAMDEN COUNTY | County | * | |
| NJ | CAMDEN CITY | Municipal | \$195,941 | |
| NJ | GLOUCESTER TOWNSHIP | Township | \$22,353 | |
| NJ | LINDENWOLD BOROUGH | Municipal | \$14,813 | |
| NJ | PENNSAUKEN TOWNSHIP | Township | \$12,278 | |
| NJ | WINSLOW TOWNSHIP | Township | \$17,315 | \$262,700 |
| NJ | CUMBERLAND COUNTY | County | * | |
| NJ | BRIDGETON CITY | Municipal | \$30,360 | |
| NJ | MILLVILLE CITY | Municipal | \$19,884 | |
| NJ | VINELAND CITY | Municipal | \$22,153 | \$72,397 |
| NJ | ESSEX COUNTY | County | * | |
| NJ | BLOOMFIELD TOWNSHIP | Township | \$11,477 | |
| NJ | EAST ORANGE CITY | Municipal | \$47,075 | |
| NJ | IRVINGTON TOWNSHIP | Township | \$88,212 | |
| NJ | NEWARK CITY | Municipal | \$291,092 | |
| NJ | ORANGE CITY TOWNSHIP | Township | \$33,964 | \$471,820 |
| NJ | GLOUCESTER COUNTY | County | * | |
| NJ | DEPTFORD TOWNSHIP | Township | \$10,743 | \$10,743 |

| | | | | |
|----|-----------------------|-----------|-----------|-----------|
| NJ | HUDSON COUNTY | County | * | |
| NJ | BAYONNE CITY | Municipal | \$16,515 | |
| NJ | HOBOKEN CITY | Municipal | \$15,614 | |
| NJ | JERSEY CITY | Municipal | \$184,397 | |
| NJ | NORTH BERGEN TOWNSHIP | Township | \$10,009 | |
| NJ | UNION CITY | Municipal | \$27,424 | |
| NJ | WEST NEW YORK TOWN | Municipal | \$17,883 | \$271,842 |

| | | | | |
|----|-------------------|-----------|-----------|-----------|
| NJ | MERCER COUNTY | County | * | |
| NJ | EWING TOWNSHIP | Township | \$10,476 | |
| NJ | HAMILTON TOWNSHIP | Township | \$19,317 | |
| NJ | TRENTON CITY | Municipal | \$118,772 | \$148,565 |

| | | | | |
|----|----------------------|-----------|----------|----------|
| NJ | MIDDLESEX COUNTY | County | * | |
| NJ | EDISON TOWNSHIP | Township | \$18,250 | |
| NJ | NEW BRUNSWICK CITY | Municipal | \$41,003 | |
| NJ | PERTH AMBOY CITY | Municipal | \$19,684 | |
| NJ | WOODBRIIDGE TOWNSHIP | Township | \$14,446 | \$93,383 |

| | | | | |
|----|------------------|-----------|----------|----------|
| NJ | MONMOUTH COUNTY | County | * | |
| NJ | ASBURY PARK CITY | Municipal | \$31,928 | |
| NJ | LONG BRANCH CITY | Municipal | \$12,411 | |
| NJ | NEPTUNE TOWNSHIP | Township | \$16,448 | \$60,787 |

| | | | | |
|----|---------------------|----------|----------|----------|
| NJ | OCEAN COUNTY | County | * | |
| NJ | BRICK TOWNSHIP | Township | \$10,943 | |
| NJ | LAKEWOOD TOWNSHIP | Township | \$11,577 | |
| NJ | TOMS RIVER TOWNSHIP | Township | \$10,443 | \$32,963 |

| | | | | |
|----|----------------|-----------|-----------|-----------|
| NJ | PASSAIC COUNTY | County | * | |
| NJ | CLIFTON CITY | Municipal | \$19,651 | |
| NJ | PASSAIC CITY | Municipal | \$58,085 | |
| NJ | PATERSON CITY | Municipal | \$145,896 | \$223,632 |

| | | | | |
|----|-------------------|-----------|-----------|-----------|
| NJ | UNION COUNTY | County | * | |
| NJ | ELIZABETH CITY | Municipal | \$133,285 | |
| NJ | HILLSIDE TOWNSHIP | Township | \$10,109 | |
| NJ | LINDEN CITY | Municipal | \$11,444 | |
| NJ | PLAINFIELD CITY | Municipal | \$47,709 | |
| NJ | UNION TOWNSHIP | Township | \$11,777 | \$214,324 |

| | | | | |
|-------------|--|--|-------------|--|
| Local total | | | \$1,993,873 | |
|-------------|--|--|-------------|--|

Deptford Township Community Policing/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ
C-2/LINE ITEM NARRATIVE

Salaries & Wages

101-01 SALARIES & WAGES **\$1,074**

Administrative Costs at 10% of the total award from Deptford Township. Administrative fees will be billed on a quarterly basis at a rate of 10% of the municipality's quarterly expenditures. This administrative fee will help offset salary costs incurred by the Prosecutor's Office for personnel time spent on purchasing equipment and generating reports under this grant.

207 OVERTIME REIMBURSEMENT **\$5,802**

Funds will be used to pay officer overtime to enhance its Community Policing Unit during community events throughout the grant award period. The additional presence of police during various community events, civic organizations and business meetings throughout the grant period will allow for proactive interaction with township residents and business owners. Payment for overtime will allow for the presence of officers at these events without depleting current staffing on patrol shifts.

Equipment

631 POLICE EQUIPMENT **\$3,867**

Equipment to be purchased with grant funds includes but is not limited to a video monitor and accessories, tables, tents, printed Community Policing flyers and associated literature as well as various hats and t-shirts such that will assist Community Policing officers during details and enhance events within the community. The funds would also be utilized to purchase equipment for the Community Police all-purpose vehicle that will be used during Community Policing events throughout the grant period. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased.

Deptford Township Community Policing/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ
BUDGET NARRATIVE

| | |
|----------------------------|-----------------|
| 101-01 SALARIES & WAGES | \$1,074 |
| 207 OVERTIME REIMBURSEMENT | \$5,802 |
| 631 POLICE EQUIPMENT | \$3,867 |
| TOTAL | \$10,743 |



**BJA FY 13 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program: Local** 2013-H5679-NJ-DJ



[Application](#)

[Correspondence](#)

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Application Handbook

Overview

[Overview](#)

[Applicant
Information](#)

This handbook allows you to complete the application process for applying to the BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local. At the end of the application process you will have the opportunity to view and print the SF-424 form.

[Project Information](#)

[Budget and
Program
Attachments](#)

[Assurances and
Certifications](#)

[Review SF 424](#)

[Submit Application](#)

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| | |
|---|--|
| *Type of Submission | <input type="radio"/> Application Construction <input checked="" type="radio"/> Application Non-Construction <input type="radio"/> Preapplication Construction <input type="radio"/> Preapplication Non-Construction |
| *Type of Application | If Revision, select appropriate option If Other, specify New ▾ Type of Revision ▾ |
| *Is application subject to review by state executive order 12372 process? | <input type="radio"/> Yes This preapplication/application was made available to the state executive order 12372 process for review on <input type="radio"/> No Program is not covered by E.O. 12372 <input checked="" type="radio"/> N/A Program has not been selected by state for review |

[Save and Continue](#)



[Application](#)

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Applicant Information

[Overview](#)

Verify that the following information filled is correct and fill out any missing information. To save changes, click on the "Save and Continue" button.

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| | |
|--|---|
| *Is the applicant delinquent on any federal debt | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| *Employer Identification Number (EIN) | 21 - 6000660 |
| *Type of Applicant | County |
| Type of Applicant (Other): | |
| *Organizational Unit | Gloucester County Pros |
| *Legal Name (Legal Jurisdiction Name) | County of Gloucester |
| *Vendor Address 1 | 2 South Broad Street |
| Vendor Address 2 | P.O. Box 337 |
| *Vendor City | Woodbury |
| Vendor County/Parish | |
| *Vendor State | New Jersey |
| *Vendor ZIP | 08096 - 7623 Zip+4 Lookup |
| Please provide Point of Contact Information for matters involving this application | |
| *Contact Prefix: | Mrs. |
| Contact Prefix (Other): | |
| *Contact First Name: | Billie-Jo |
| Contact Middle Initial: | |
| *Contact Last Name: | Scott |
| Contact Suffix: | Select a Suffix |
| Contact Suffix (Other) : | |
| *Contact Title: | Administrative Assistant |
| *Contact Address Line 1: | 70 Hunter Street |
| Contact Address Line 2: | P.O. Box 623 |
| *Contact City | Woodbury |
| Contact County: | |
| *Contact State: | New Jersey |
| *Contact Zip Code: | 08096 - 7623 Zip+4 Lookup |
| *Contact Phone Number: | 856 384 5532 Ext: |
| Contact Fax Number: | 856 384 8624 |
| *Contact E-mail Address: | bjscott@co.gloucester.nj.us Email Help |

[Save and Continue](#)

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[Application Handbook](#)**Project Information**[Overview](#)[Applicant Information](#)[Project Information](#)[Budget and Program Attachments](#)[Assurances and Certifications](#)[Review SF 424](#)[Submit Application](#)[Help/Frequently Asked Questions](#)[GMS Home](#)[Log Off](#)

| | |
|--|---|
| *Descriptive Title of Applicant's Project | |
| Deptford Township Community Policing/Equipment Grant | |
| *Areas Affected by Project | |
| Deptford Township | |
| Proposed Project | |
| *Start Date | October 01 2012 |
| *End Date | September 30 2014 |
| *Congressional Districts of | |
| Project | Congressional District 01, NJ Congressional District 02, NJ Congressional District 03, NJ Congressional District 04, NJ Congressional District 05, NJ |
| *Estimated Funding | |
| Federal | \$ 10743 .00 |
| Applicant | \$ 0 .00 |
| State | \$ 0 .00 |
| Local | \$ 0 .00 |
| Other | \$ 0 .00 |
| Program Income | \$ 0 .00 |
| TOTAL | \$ 10743 .00 |



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Budget and Program Attachments

[Overview](#)

This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

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[Project Information](#)

[Budget and Program Attachments](#)

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| | |
|---|--------|
| 2013-H5679-NJ-DJ Attachment 1 Abstract.pdf | Delete |
| 2013-H5679-NJ-DJ Attachment 2 Program Narrative.pdf | Delete |
| 2013-H5679-NJ-DJ Attachment 3 Budget and Budget Narrative.pdf | Delete |
| 2013-H5679-NJ-DJ Attachment 4a Review Narrative.pdf | Delete |
| 2013-H5679-NJ-DJ Attachment 4b Draft Resolution.pdf | Delete |
| 2013-H5679-NJ-DJ Attachment 5 Shared Services.pdf | Delete |
| 2013-H5679-NJ-DJ Attachment 6 Certifications.pdf | Delete |
| 2013-H5679-NJ-DJ Attachment 7 Disclosure.pdf | Delete |
| Click on the Attach Button to upload an attachment | Attach |

Continue

Your files have been successfully attached, but the application has not been submitted to OJP. Please continue with your application.

Abstract
Attachment 1
Deptford Township Community Policing/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ

The projected goal of this project is to increase public awareness utilizing our Community Policing Unit and its officers during various local events, civic organization and business meetings throughout this grant period. Community Policing officers will provide increased police presence as well as provide the community with information regarding crime prevention and other related details. These grant funds will allow Deptford Township Police Department to conduct Community Policing events throughout the grant period which will enhance the relationship between the police department and its community without depleting patrol staffing during a scheduled event. The additional presence of police during community policing events will allow for proactive interaction with township residents and business owners. This would assist in paying for overtime for additional officers without depleting current staffing on patrol shifts. Adjustments to the staffing of community policing officers during such operations will be made to address acute issues that may arise throughout the grant period.

Equipment to be purchased with grant funds includes but is not limited to a video monitor and accessories, tables, tents, printed Community Policing flyers and associated literature as well as various hats and t-shirts such that will assist Community Policing officers during details and enhance events within the community. The funds would also be utilized to purchase equipment for the Community Police all-purpose vehicle that will be used during Community Policing events throughout the grant period. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased.

The equipment would be used by Deptford Township Police Department officers, specifically assigned to the Community Policing Unit. The equipment would be made available to other units within the department as well as all local, state, and federal agencies upon request. These items will be used during Community Policing functions but could be used for other duties such as the tactical operations of the police department. Crime Prevention and Equipment – General are the JAG Project Identifiers for this project.

Program Narrative
Attachment 2
Deptford Supplemental Patrols/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ

Deptford Township Police Department wishes to utilize awarded funds towards the enhancement of its Community Policing Unit during the grant award period. Funds will be used to pay officer overtime for Community Policing events throughout the township during the grant period. The projected goal of this project is to increase public awareness utilizing our Community Policing Unit and its officers during various local events, civic organization and business meetings throughout this grant period. Community Policing officers will provide increased police presence as well as provide the community with information regarding crime prevention and other related details. The additional presence of police during community policing events will allow for proactive interaction with township residents and business owners. This would assist in paying for overtime for additional officers without depleting current staffing on patrol shifts. The allocation for overtime is \$5,802.00

Equipment to be purchased with grant funds includes but is not limited to a video monitor and accessories, tables, tents, printed Community Policing flyers and associated literature as well as various hats and t-shirts such that will assist Community Policing officers during details and enhance events within the community. The funds would also be utilized to purchase equipment for the Community Police all-purpose vehicle that will be used during Community Policing events throughout the grant period. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased. The allocation for equipment is \$3,867.00

Administrative fees in the amount of \$1,074.00 will be budgeted for the Gloucester County Prosecutor's Office for the administration of the grant funds.

Breakdown of fund distribution:

| Municipality | Salaries & Wages | Equipment | Total |
|---------------------|-----------------------------|-------------------|--------------------|
| Deptford Township | \$5,802.00 | \$3,867.00 | \$9,669.00 |
| Prosecutor's Office | \$1,074.00 | | \$1,074.00 |
| Total | \$6,876.00 | \$3,867.00 | \$10,743.00 |

Budget and Budget Narrative
Attachment 3
Deptford Township Community Policing/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ

Deptford Township

\$9,669.00

Personnel - \$5,802.00

Funds will be used to pay officer overtime to enhance its Community Policing Unit during community events throughout the grant award period. The additional presence of police during various community events, civic organizations and business meetings throughout the grant period will allow for proactive interaction with township residents and business owners. Payment for overtime will allow for the presence of officers at these events without depleting current staffing on patrol shifts.

Equipment - \$3,867.00

Equipment to be purchased with grant funds includes but is not limited to a video monitor and accessories, tables, tents, printed Community Policing flyers and associated literature as well as various hats and t-shirts such that will assist Community Policing officers during details and enhance events within the community. The funds would also be utilized to purchase equipment for the Community Police all-purpose vehicle that will be used during Community Policing events throughout the grant period. Other equipment not yet determined to enhance the ability to carry out the goals of this grant may also be purchased.

Prosecutor's Office

\$1,074.00

Personnel - \$1,074.00

Administrative Costs at 10% of the total award from Deptford Township. Administrative fees will be billed on a quarterly basis at a rate of 10% of the municipality's quarterly expenditures. This administrative fee will help offset salary costs incurred by the Prosecutor's Office for personnel time spent on purchasing equipment and generating reports under this grant.

**Review Narrative
Attachment 4a
Deptford Township Community Policing/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ**

GOVERNING BODY REVIEW

The JAG application will be made available for review by the governing body on August 7, 2013.

PUBLIC HEARING

The County of Gloucester will be holding a public hearing on August 7, 2013 at 7:30 p.m. at the Gloucester County Courthouse, Courtroom 201 (The ceremonial courtroom) located at 1 North Broad Street, Woodbury, NJ. The purpose of this hearing is for public comments concerning the Edward Byrne Memorial Justice Assistance Grant Program FY 2013 Local Solicitation.

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, JAG #2013-H5679-NJ-DJ, INCLUDING THE APPLICABLE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF DEPTFORD, IN THE AMOUNT OF \$10,743.00 , FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2014

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, *Deptford Township Community Policing/Equipment Grant, #2013-H5679-NJ-DJ*, for a grant in the total amount of \$10,743.00 from October 1, 2012 to September 30, 2014; and

WHEREAS, the grant funds will benefit the County and the local Police Department of Deptford Township in their service to County residents and effort to target community policing; and

WHEREAS, the Shared Services Agreement between the County of Gloucester and the Township of Deptford shall set forth the terms and conditions as to distribution of the grants funds, the requirements therein, and the services to be performed; and

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of this application will be subject to the grant conditions and other policies, regulations and rules issued by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for the administration of grant projects; and

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

1. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents relative to the grant application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (*Deptford Township Community Policing/Equipment Grant*), in the amount of \$10,743.00, from October 1, 2012 and terminating September 30, 2014.
2. That the Freeholder Director and other appropriate County official(s) are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Township of Deptford as to said grant funds.
3. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF GLOUCESTER,
AND THE TOWNSHIP OF DEPTFORD**

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), is entered into this 7th day of August, 2013, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the Township of Deptford, municipal corporations of the State of New Jersey ("Municipality or Municipalities").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 South Broad Street, Woodbury, NJ 08096;
2. The Township of Deptford ("Municipality or Municipalities") is a municipal corporation of the State of New Jersey with offices located at 1011 Cooper Street, Deptford, NJ 08096.
3. An Agreement is necessary pursuant to the terms of the Edward Byrne Memorial Justice Assistant Grant (JAG) Program requirements.
4. The County and Municipality have formed the Deptford Supplemental Patrols to target criminal activities.
5. The County and Municipality will coordinate their resources in furtherance of the goals of the Grant.
6. The Prosecutor's Office of the County of Gloucester as the chief law enforcement agency of the County will administer the expenditures of the grant funds consistent with the goals contained herein.

NOW, THEREFORE, the County and Municipality desire to enter into this Agreement for the purpose of describing the nature of the services to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements. Accordingly, County and Municipality hereby agree as follows.

AGREEMENT

A. SCOPE OF AUTHORITY:

1. **Nature and Extent of Services.** The Prosecutor's Office of the County along with the Police Department of the Township of Deptford will form Deptford Supplemental Patrols. The law enforcement agency and members thereof are permitted to enforce the laws of the State of New Jersey and sub-divisions created hereunder in the one (1) participating Municipality.

2. **Description of Law Enforcement Services.** The Deptford Supplemental Patrols created hereunder will operate within the municipal boundaries of Deptford Township. The Deptford Supplemental Patrols will allocate resources on a pre-determined date and time to patrol and target areas where criminal activities may take place. The Deptford Supplemental Patrols, through the County, will also purchase law enforcement equipment necessary for the performance of the duties of the Deptford Supplemental Patrols. When Deptford Township wishes to purchase equipment from these grant funds they must submit requests in writing to the Prosecutor's Office for items to be purchased through the Gloucester County Purchasing Department. Deptford Township shall not purchase equipment and request reimbursement with grant funds.

B. REPORTING REQUIREMENTS:

1. **County Authority.** All parties hereto acknowledge the County, through the Prosecutor's Office, shall be responsible for the administrating of grant funds. The County will also be responsible for the coordination of services provided by the participating Municipality and how they will be implemented.

2. **Monthly Reports.** The Municipalities further acknowledge that the County through the Prosecutor's Office is obligated to report to the Grant Program Liaison the services provided and certify the same. Therefore, each Deptford Township shall provide to the County a Certification of Hours eligible for reimbursement on a form to be provided by the Gloucester County Prosecutor's Office, which shall include the following information:

- a. Name of participating officer;
- b. Date services provided;
- c. Number of hours worked;
- d. Hourly rate; and
- e. Certification signed by supervising authority certifying the information provided.

C. PAYMENT FROM COUNTY TO MUNICIPALITIES:

The County acknowledges receipt of grant funds totaling \$10,743.00. The County shall distribute said funds in accordance with the grant requirements as contained in this Agreement. The County will be reimbursed for grant administration services performed consistent with the terms of the grant application. Said reimbursement shall not exceed 10%

of the grant funds. The County shall have no further obligations to the Municipality other than contained herein.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Municipality intends by this Agreement to create any agency relationship or delegate any authority other than that which may be specifically required by the Shared Services Agreement Act for the limited purposes set forth herein. Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, each Municipality employee participating on the Deptford Supplemental Patrols shall remain an employee of the police department for their respective town for liability purposes.

The Municipality represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed and/or the equipment involved.

E. DURATION OF AGREEMENT:

This Agreement will be effective for the period of three (3) years from the date of the commencement of the grant. Each party may take appropriate action to terminate the Agreement prior to its expiration date in the event of the breach of the terms and provisions of the Agreement by any other party. This Agreement shall not automatically renew upon the expiration date. Rather, this Agreement should only be renewed by a specific, dually authorized, written action of the parties, as of the expiration date of the Agreement, to renew the Agreement for a further period.

F. MISCELLANEOUS PROVISION:

1. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

2. **Severability and Modification.** In the event that any portion of this Agreement shall be made inoperative by Judicial Law or Administrative Law rulings, the remainder of this Agreement shall remain in full force and effect.

3. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

4. **Execution.** This Agreement shall be executed by a duly authorized representative of each of the respective government entities participating in this Task Force Program.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

SEAN F. DALTON,
Gloucester County Prosecutor

ATTEST:

TOWNSHIP OF DEPTFORD

DINA L. ZAWADSKI
TOWNSHIP CLERK

PAUL MEDANY
MAYOR

**Certification
Attachment 6
Deptford Township Community Policing/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ**

These documents will be provided upon completion at the August 7, 2013 Freeholder Meeting.

Disclosure of Pending Applications
Attachment - 7
Deptford Township Community Policing/Equipment Grant
County of Gloucester
2013-H5679-NJ-DJ

The County of Gloucester does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under the solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.



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Assurances and Certifications

[Overview](#)

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Project Information](#)

[Budget and Program Attachments](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

[Assurances and Certifications](#)

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

[Review SF 424](#)

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| | |
|---|---|
| *Prefix: | Mr. |
| Prefix (Other): | |
| *First Name: | Robert |
| Middle Initial: | M |
| *Last Name: | Damminger |
| Suffix | Suffix |
| Suffix (Other): | |
| *Title: | Freeholder Director |
| *Address Line 1: | 2 South Broad Street |
| Address Line 2: | P.O. Box 337 |
| *City: | Woodbury |
| County: | |
| *State: | New Jersey |
| *Zip Code: | 08096 - 7623 Zip+4 Lookup |
| *Phone: | 856 - 853 - 3395 Ext : |
| Fax: | 856 - 853 - 3495 |
| *E-mail: | rdamminger@co.glouce Email Help |
| <input checked="" type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review. | |

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OMB APPROVAL
NUMBER 1121-0140

EXPIRES 12/31/2012

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and 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.

2. It 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.

3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); 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(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

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. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," 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)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

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) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to

protect the interests of the Government in this case.

(d) 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 (b) of this certification; and

(e) 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.

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. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

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.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

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 it 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 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(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).

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

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BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
Local 2013-H5679-NJ-DJ



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| | | | |
|---|----------|--|------------------------------|
| APPLICATION FOR FEDERAL ASSISTANCE | | 2. DATE SUBMITTED July 09, 2013 | Applicant Identifier |
| 1. TYPE OF SUBMISSION Application Non-Construction | | 3. DATE RECEIVED BY STATE | State Application Identifier |
| | | 4. DATE RECEIVED BY FEDERAL AGENCY | Federal Identifier |
| 5. APPLICANT INFORMATION | | | |
| Legal Name County of Gloucester | | Organizational Unit Gloucester County Prosecutor's Office | |
| Address 2 South Broad Street P.O. Box 337 Woodbury, New Jersey 08096-7623 | | Name and telephone number of the person to be contacted on matters involving this application Scott, Billie-Jo (856) 384-5532 | |
| 6. EMPLOYER IDENTIFICATION NUMBER (EIN) 21-6000660 | | 7. TYPE OF APPLICANT County | |
| 8. TYPE OF APPLICATION New | | 9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance | |
| 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT TITLE: PROGRAM | | 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Deptford Township Community Policing/Equipment Grant | |
| 12. AREAS AFFECTED BY PROJECT Deptford Township | | | |
| 13. PROPOSED PROJECT Start Date: October 01, 2012 End Date: September 30, 2014 | | 14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NJ01 | |
| 15. ESTIMATED FUNDING | | 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? | |
| Federal | \$10,743 | Program has not been selected by state for review | |
| Applicant | \$0 | | |
| State | \$0 | | |
| Local | \$0 | | |
| Other | \$0 | | |
| Program Income | \$0 | 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? | |
| TOTAL | \$10,743 | | |
| 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED. | | | |

[Continue](#)



**BJA FY 13 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program: Local** 2013-H5679-NJ-DJ



[Help/Frequently
Asked Questions](#)

Submit Application

[GMS Home](#)

Your application for the BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local has been successfully submitted. You will no longer be able to edit any information submitted. However, you can log in any time to view the application information.

[Log Off](#)

You will be contacted by the Program Office when your application is processed or any other action is required by you.

**RESOLUTION AUTHORIZING EXECUTION OF THE 2013 SALARY AGREEMENT
WITH RUTGERS COOPERATIVE EXTENSION DIVISION FOR AN AMOUNT NOT
TO EXCEED \$126,349.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013**

WHEREAS, pursuant to the Smith-Lever Act, New Jersey Enabling Legislation and prior resolutions of the Board of Chosen Freeholders of the County of Gloucester, the Rutgers Cooperative Extension Division of Rutgers also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) of Rutgers, The State University of New Jersey and the County of Gloucester have cooperated to provide educational programs within the County in the areas of 4H Youth Development, natural resource management and related matters; and

WHEREAS, the County of Gloucester has in the past and in the future does agree to provide certain financial support to the Cooperative Extension Programs by the payment of certain salaries of persons employed to present the programs and manage the services; and

WHEREAS, the Rutgers Cooperative Extension also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) of Rutgers and the County of Gloucester have confirmed their agreement in a certain Memorandum of Understanding authorized and executed in 2007; and

WHEREAS, it is necessary and appropriate on an annual basis for the Rutgers Cooperative Extension also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) and the County of Gloucester to execute an annual Salary Agreement describing the extent of the financial support of the County of Gloucester; and

WHEREAS, the provision of the services provided by the programs are beneficial to the residents of Gloucester County; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or services rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the 2013 Salary Agreement made by and between the Rutgers Cooperative Extension also known as Rutgers New Jersey Agriculture Experiment Station (NJAES) Division of Rutgers, The State University of New Jersey and the County of Gloucester for an amount not to exceed \$126,349.00, for the term January 1, 2013 through December 31, 2013.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

2013 COUNTY SALARY AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
RUTGERS COOPERATIVE EXTENSION
RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

This agreement made between Rutgers Cooperative Extension, headquartered at the New Jersey Agricultural Experiment Station, part of Rutgers, The State University of New Jersey, hereinafter called RCE, party of the first part, and the County of Gloucester, hereinafter called COUNTY, party of the second part, beginning this the 1st of January, 2013.

To provide a Cooperative Extension program as mandated by state and federal law and outlined in the Memorandum of Understanding between the two aforementioned parties for the residents of the County of Gloucester in the areas of agriculture and resource management, family and community health sciences, and 4-H youth development and other related programming such as marine fisheries, water quality and aquaculture, Integrated pest management, Supplemental Nutrition Assistance Program (SNAP-ED), *etc.*, which may be pertinent to address specific county needs, the parties agree to the following:

- a. RCE will provide the amounts listed on the attached Salary Addendum, of the salaries/wages of the faculty and professional staff involved and 100% of Rutgers University fringe benefits, as determined by the state/federal government and made available to all Extension faculty and staff professionals. RCE will also provide subject matter resources such as state specialist subject area research support and publications for the Cooperative Extension program planned and implemented within the County of Gloucester. RCE faculty and

professional staff located in the County are permitted to assume programmatic roles on a reciprocal trade arrangement with neighboring counties or regions as outlined in this agreement.

- b. The County will pay the amounts listed on the attached Salary Addendum, estimated at \$126,349 for the period of January 1, 2013 to December 31, 2013 for employees listed on the salary addendum (* see paragraph C for comments regarding funding for the Program Associate in Agriculture and Resource Management). Should employment of any person in a RCE position cease, RCE will request to utilize the remaining COUNTY funds for part-time temporary employee(s) in the programmatic area(s) in Gloucester County with agreement to be indicated in writing.
- c. RCE will bill the COUNTY in quarterly installments for an anticipated total of \$49,795 for reimbursement for the salary of the Program Associate in Agriculture and Resource Management. In addition, the COUNTY will continue to pay the additional \$9,996 towards the actual annual salary. RCE will provide 100% of Rutgers University fringe benefits, as determined by the state/federal government and made available to all Extension faculty and staff professionals.
- d. The COUNTY will pay the agreed upon amounts listed on the attached Salary Addendum via payroll check directly to each employee. RCE will provide the balance of salary amount via University payroll check directly to each employee.

This annual salary and wage agreement is meant to provide each party with simplified personnel and payroll administration for RCE faculty and staff and is not intended to alter the terms of the Memorandum of Understanding between the parties, the enabling federal and state legislation, nor the accepted county relationships established for these employees (*i.e.*, unclassified county employee status, supervision of county paid staff, driving county vehicles, liability coverage, *etc.*). This agreement may be renewed by both parties on an annual basis with the completed and authorized copy to be returned to RCE by July 15th of each year. All terms and provisions of the Memorandum of Agreement made by and between the parties and dated _____ of _____, 2013, which are consistent with this Agreement shall remain in full force and effect.

COUNTY OF GLOUCESTER

ATTEST:

| | | | |
|------------|-------|------------|-------|
| _____ | _____ | _____ | _____ |
| Signature | Date | Signature | Date |
| _____ | | _____ | |
| Print Name | | Print Name | |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

ATTEST:

| | | | |
|----------------------------------|-------|---|-------|
| _____ | _____ | _____ | _____ |
| Linda Strieter | Date | Kathleen Howell | Date |
| County Extension Department Head | | Assistant Director of Administration | |
| | | Rutgers Cooperative Extension | |
| | _____ | _____ | |
| Encl. | Date | Larry S. Katz, Ph.D. | |
| | | Sr. Associate Director, NJAES | |
| | | Director, Rutgers Cooperative Extension | |

2013 COUNTY SALARY AGREEMENT

**SALARY ADDENDUM
FOR GLOUCESTER COUNTY**

| RCE EMPLOYEE | RCE TITLE | PROJECTED 2013 SALARY | RCE SHARE OF SALARY | COUNTY SHARE OF SALARY |
|------------------------------|--|-----------------------------|------------------------|------------------------------|
| Strieter, Linda | County Extension Department Head and 4-H Senior Program Coordinator | \$68,265 | \$45,315 | \$22,950 |
| Vacant | Agricultural Agent | \$65,000 | \$53,761 | \$11,239 |
| Cummings, Mary | Program Associate, Agriculture and Resource Management* | \$59,791 | \$0 | \$59,791 |
| Hughes, Luanne | Family & Community Health Sciences Educator | \$87,908 | \$65,238 | \$22,670 |
| Infante-Casella, Michelle | Agricultural Agent | \$94,251 | \$84,552 | \$9,699 |
| | TOTAL | \$375,215 | \$248,866 | \$126,349 |

(*) see page 2, paragraph C for comments regarding funding for this position.

2013 GLOUCESTER COUNTY PERSONNEL LISTING

| RCE EMPLOYEE | RCE TITLE (COUNTY title) |
|---------------------------|--|
| Strieter, Linda | County Extension Department Head & 4-H Senior Program Coordinator |
| Cummings, Mary | Program Associate, Agriculture and Resource Management * |
| DeFrance, Sheron | Secretary, Agriculture |
| Vacant | Agricultural Agent |
| Hansen, Bernice | FCHS, Secretary (Senior Clerk Typist) (will retire July 12, 2013) |
| Harrelson, Frau | Community Assistant, Supplemental Nutrition Assistance Program |
| Heaton, Louella | Community Assistant, Supplemental Nutrition Assistance Program (retired January 31, 2013) |
| Hughes, Luanne | Family & Community Health Sciences Educator |
| Infante-Casella, Michelle | Agricultural Agent |
| Jenkins, Janice | Program Associate, Supplemental Nutrition Assistance Program (started in Gloucester County Sept. 15, 2012) |
| Johnson, Rashema | Community Assistant, Supplemental Nutrition Assistance Program |
| Medany, Joan | Secretary, Agriculture (Clerk Typist) |
| Metz, Mary Ann | Program Assistant, 4-H |
| Savoca, LeeAnne | Program Associate, Family & Community Health Sciences (part-time, type 4) |
| Schreiter, Elaine | Secretary, 4-H |
| Schmitt, David | Program Associate, Tree Fruit IPM |
| Suydam, Tammy | Program, Assistant, 4-H |
| Waters, Sylvia | Program Associate, Supplemental Nutrition Assistance Program (SNAP-Ed) retired Sept. 15, 2012 |
| Elaine McGlinchey | FCHS, Secretary (Clerk Typist) |
| Dorothy Hansbury | Part time temporary horticultural consultant (holding agricultural agent spot) |

(* see page 2, paragraph C for comments regarding funding for this Program Associate position.

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR THE PROVISION OF N.J. CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES AND TRANSFERRING 2013 CLEAN COMMUNITIES GRANT FUNDS IN THE AMOUNT OF \$124,073.16 TO THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR SAID ACTIVITES

WHEREAS, the County of Gloucester (hereinafter the "County") is eligible for and does receive from the State of New Jersey funds pursuant to the New Jersey Clean Communities Grant Program; and

WHEREAS, as it has in the past, the County desires to transfer to the Gloucester County Improvement Authority (hereinafter "GCIA"), the Clean Communities grant funds received for the year 2013; and, to provide that the GCIA will administer the said grant funds consistent with the terms and provisions of the New Jersey Clean Communities Program Act, N.J.S.A. 13:1E-213, et seq. (hereinafter the "Act"), and related statutory and regulatory provisions; and

WHEREAS, the actual grant funds received by the County total \$124,073.16; and

WHEREAS, it is appropriate to authorize the execution of a Shared Services Agreement in accordance with the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., by and between the County, and the GCIA, pursuant to which the GCIA shall provide services consistent with the requirements of the Clean Communities Grant Program under the Act for and on behalf of the County.

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

1. That the County shall transfer to the GCIA the total sum of \$124,073.16 in NJ Clean Communities grant funds received by the County from the State of New Jersey for purposes of the GCIA providing Clean Communities activities in the County in accordance with the terms of the Act, and the grant itself; and
2. That the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of, the Shared Services Agreement attached hereto between the County and the GCIA delegating to the GCIA responsibility for the provision of the activities pursuant to the Clean Communities Grant Program, and the Act.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 7th, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

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**SHARED SERVICES AGREEMENT BETWEEN THE
GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND
THE COUNTY OF GLOUCESTER FOR THE ADMINISTRATION OF
THE NJ CLEAN COMMUNITIES GRANT PROGRAM ACTIVITIES
FOR THE YEAR 2013**

THIS UNIFORM SHARED SERVICES AGREEMENT (“Shared Services Agreement”), dated this 7th day of **August, 2013**, by and between the **Gloucester County Improvement Authority**, a body politic and corporate of the State of New Jersey (hereinafter the “GCIA”), and **The County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the County is a body politic and corporate of the State of New Jersey, with its principal offices located at 2 South Broad Street, Woodbury, New Jersey, 08096; and

WHEREAS, the GCIA is a body politic and corporate of the State of New Jersey, with its principal offices located at 109 Budd Boulevard, West Deptford, New Jersey 08096; and

WHEREAS, the State of New Jersey has provided funds to the County through the New Jersey Department of Environmental Protection (hereinafter the “NJDEP”) in the amount of One Hundred Twenty-four Thousand Seventy-three Dollars and Sixteen Cents (**\$124,073.16**) (hereinafter the “Grant”) under and pursuant to the New Jersey Clean Communities Program Act, N.J.S.A.13:1E-213, et seq. (hereinafter the “Act”); and

WHEREAS, the County is therefore required by the Grant, and the Act, to provide Clean Communities Program activities consistent with the terms of the Grant and the Act (hereinafter the “Activities”); and

WHEREAS, the GCIA maintains and operates an Office of Recycling, so that it employs personnel that are qualified, capable and willing to provide the Activities that the County is responsible to provide consistent with the terms of the Grant and the Act; and

WHEREAS, the GCIA is then able through its Office of Recycling, and its staff, based on its experience, to provide the Activities within the County in accordance with the terms of the Grant and the Act; and

WHEREAS, the GCIA has in the past provided such Activities for and on behalf of the County under prior agreements; and

WHEREAS, the County is desirous of delegating to the GCIA the responsibility for provision of the Activities that the County may be required to undertake in accordance with the Grant and the Act throughout the County; and

WHEREAS, the County and the GCIA desire to enter into this Shared Services Agreement for the purpose of having the GCIA provide for and in the County for the year 2013 the Activities, consistent with the terms and provisions of the Grant, the Act, and the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Shared Services Act"); and

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units, including, but not limited to, counties and authorities such as the GCIA to enter agreements for the provisions of Shared Services.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND SERVICES.

(a) The GCIA shall provide through its Office of Recycling, its staff and personnel, all services necessary and appropriate to provide Activities that comply with, and are in accordance with, the Grant and the Act, as more specifically described in the statutory, regulatory and Grant program provisions for the year 2013. Such services shall include, but not be limited to, the preparation and submission to the County of, any and all financial and performance reports, plans, schedules, accountings or other documents, that may be required by either the Grant or the Act for submission to the NJDEP, or other appropriate agencies, in order to establish compliance with the requirements of the Grant and/or the Act.

(b) The GCIA warrants that it is aware of the requirements of the Grant, and the Act, and thereby of the work required to be performed under this Shared Services Agreement. The GCIA further warrants that it has the capabilities and credentials required by this Shared Services Agreement, and that it will faithfully perform the services required hereunder, and abide by the terms, conditions and other requirements of this Shared Services Agreement, the Grant, and the Act.

B. PAYMENT FROM COUNTY TO GCIA; NO PAYMENT FROM GCIA TO COUNTY.

The parties agree that the entire payment from the County to the GCIA shall consist of a transfer from the County to the GCIA of funds in the amount of One Hundred Twenty-four Thousand Seventy-three Dollars and Sixteen Cents (\$124,073.16), *i.e.* the Grant, which constitutes the entire amount received by the County from the NJDEP under and pursuant to the Act. The County shall have no obligation to make any payment or transfer of any funds to the GCIA other than the transfer of the funds of the Grant received by the County from the NJDEP for 2013. The parties further agree that neither the County, nor the GCIA, shall be obligated to reimburse the other for the cost of any services rendered by either in processing, administering, or closing out the Grant in accordance with its terms, and in accordance with the requirements of the Act.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective from August 7th, 2013 to December 31, 2013, or until the Grant funds for 2013 have been exhausted, whichever is later. To the extent that additional reporting or administrative activities are necessary or required to conclude the administration of the Activities for calendar year 2013 after this Shared Services Agreement has concluded, the GCIA shall be authorized to take such action on behalf of the County, and the County on behalf of the GCIA; and both parties agree to do so.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor GCIA intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Act for the limited purpose of the GCIA providing the services in connection with the project described in this Shared Services Agreement, including, but not limited to, the provision of the Activities for the year 2013. To the extent that this Shared Services Agreement constitutes a delegation of authority by the County, this Shared Services Agreement shall not be construed to delegate any authority other than the authority to provide the Activities, including satisfaction of any reporting requirements necessary and appropriate to carry out the requirements of the Grant and the Act.

Notwithstanding any such agency relationship which may be created by the Shared Services Act, the GCIA hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the GCIA and/or any of its agents, servants, employees, or contractors in connection with the performance of the services which are the subject of this Shared Services Agreement.

The GCIA represents that it maintains General Liability and all other necessary and appropriate insurances related to the services to be performed under this Shared Services Agreement. Simultaneously with the execution of this Shared Services Agreement, the GCIA shall provide the County with Certificates of Insurance for the relevant policies; and shall provide that the County shall be named as an additional insured on all such policies.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The GCIA and the County agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, statutes, ordinances, rules, regulations and other governmental requirements which may be applicable to the services being performed, as described and set forth in this Shared Services Agreement.

The GCIA and the County agree in the performance of this Shared Services Agreement to comply with all applicable Federal, State and Municipal laws, rules, regulations, ordinances, and written policies including, but not limited to, that which are set forth in the Grant and/or the Act.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the GCIA, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document, and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The GCIA and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only, and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such state, including all matters of enforcement, validity and performance.

10. **Notices.** Notices required by the Shared Services Agreement shall be effective upon notice of mailing by regular and certified mail to the addresses set forth above, or by personal service, or if such notices can not be delivered or personally served, then by any procedure for notices pursuant to the Rules of Court of the State of New Jersey.
11. **Binding Effect.** This Shared Services Agreement shall be binding on the undersigned, and their successors and assigns.
12. **Gender and Number.** Use of the singular or plural includes the other, and use of any gender includes all genders, as the context requires or permits.

G. SHARED SERVICES AGREEMENT PARTS. This Shared Services Agreement consists of this agreement document, and any and all of the documents, including amendments and supplements thereto, that make up the Grant package (hereinafter the "Grant Documents"), all of which are referred to, and incorporated herein in their entirety by reference. The GCIA warrants that it is familiar with, has read, and understands, the Grant Documents.

Should a conflict occur between this Shared Services Agreement and the Grant Documents or the Act, then the Grant Documents and Act shall prevail.

H. EFFECTIVE DATE. This Shared Services Agreement shall be effective as of August 7, 2013, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

GLOUCESTER COUNTY
IMPROVEMENT AUTHORITY

PAUL W. LENKOWSKI
SECRETARY/TREASURER

CHARLES FENTRESS, CHAIRMAN

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**RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM
PROPERTY OF IRVING M. DERINGER AND FRANCES DERINGER, LOCATED IN
THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 101, LOT 10,
CONSISTING OF APPROXIMATELY 11.24 ACRES, FOR THE AMOUNT OF
\$96,102.00**

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, **Irving M. Deringer and Frances Deringer**, having presented themselves as the owner of the land and premises located in the **Township of East Greenwich** (hereinafter the "Township"), and known as **Block 101, Lot 10, on the Official Tax Map of the Township** (hereinafter collectively the "**Property**"), which consists of approximately 11.24 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Irving M. Deringer and Frances Deringer**, 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, 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 **\$96,102.00**, 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 **\$96,102.00**, pursuant to CAF# 13-06681, 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 **Irving M. Deringer and Frances Deringer**, known as **Block 101, Lot 10**, in the Township of East Greenwich, County of Gloucester, State of New Jersey for the amount of **\$96,102.00**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Irving M. Deringer and Frances Deringer**, in regard to the County's purchase of development easements in the farm premises known as **Block 101, Lot 10**, in the Township of East Greenwich, 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, be, and the same hereby are, authorized to execute and the Clerk of the Board is authorized to attest to, 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, August 7, 2013, 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

IRVING M. DERINGER AND FRANCES DERINGER

TO

THE COUNTY OF GLOUCESTER

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| | | |
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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: IRVING M. DERINGER AND FRANCES DERINGER, having an address of 229 Forest Ave., Medford, NJ, 08055
(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 10, Block 101, in the Township of East Greenwich, County of Gloucester, and State of New Jersey
(hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 8,550.00 ASSUMED ACREAGE: Approximately 11.24 acres

ESTIMATED GROSS SALES PRICE: \$96,102.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: ONE - 1-acre non-severable exception

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 (6th) 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 advisers -- 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:

BUYER:

IRVING M. DERINGER & FRANCES DERINGER

COUNTY OF GLOUCESTER

BY: _____
IRVING M. DERINGER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

BY: _____
FRANCES DERINGER

Social Security Number

**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: _____
IRVING M. DERINGER

_____ Date

BY: _____
FRANCES DERINGER

_____ Date

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

Certificate of Availability of Funds

TREASURER'S NO. 13-06681
T- 03 - 08 - 509 - 372 - 20548

DATE July 23, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$ 96,102.00 COUNTY COUNSEL Emmitt Primas, Esq.
~~\$185,471.00~~

DESCRIPTION:

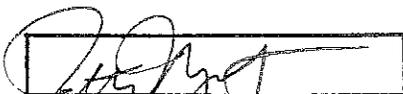
Resolution to acquire a development easement on the farm property of Irving M. Deringer and Frances Deringer, located in the Township of East Greenwich, known as Block 101, Lot 10, and consisting of approximately 11.24 acres valued at \$8,550.00 per acre for the total amount of \$96,102.00

VENDOR: Presidential Title Agency, Inc.

ADDRESS: PO Box 1367, 1546 Blackwood-Clementon Rd.
Blackwood, NJ 08012


DEPARTMENT HEAD APPROVAL

APPROVED


PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-25-13

August 7, 2013

R. W. Frankenfield Associates

Real Estate Appraiser and Consultant
521 Middle Road
Hammonton, New Jersey 08037
Phone: (609) 457-9570
Fax: (609) 704-8665

Appraisal Report of
Deringer Property
149 West Tomlin Station Road
Block 101, Lot 10
East Greenwich Township,
Gloucester County,
New Jersey
As of January 1, 2013

Prepared for
Mr. Kenneth Atkinson, Director
Office of Land Preservation
1200 North Delsea Drive
Building A
Clayton, N.J. 08312

Prepared by
Robert W. Frankenfield
SCGRE4 42RG00061300

Dated: July 10, 2013

Robert W. Frankenfield Associates

Real Estate Appraiser and Consultant

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

July 10, 2013

Mr. Kenneth Atkinson, Director
Farmland Preservation Program
Gloucester County
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: **Appraisal Report of Deringer Property**
149 West Tomlin Station Road, Block 101, Lot 10
East Greenwich Township, Gloucester County, NJ

Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions. The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program and the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of January 1, 2013, is estimated at:

| | <u>Per Acre</u> | <u>Total</u> |
|---|-----------------|--------------|
| <u>One Exception, 11 acres</u> | | |
| Estimate of Property Value, Before: | \$15,000. | \$165,000. |
| Estimate of Property Value, After: | \$ 5,000. | \$ 55,000. |
| Estimate of Development Easement Value: | \$10,000. | \$110,000. |
| | | |
| <u>No Exceptions, 12 acres:</u> | <u>Per Acre</u> | <u>Total</u> |
| Estimate of Property Value, Before: | \$15,000. | \$180,000. |
| Estimate of Property Value, After: | \$ 4,000. | \$ 48,000. |
| Estimate of Development Easement Value: | \$11,000. | \$132,000. |

Respectfully Submitted,



Robert W. Frankenfield
SCGRE 42RG00061300

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial and unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.

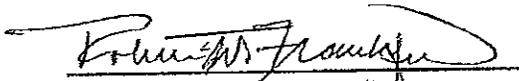
I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment is not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have made a personal inspection of the property that is the subject of this report. No one provided significant real property appraisal assistance to the person signing this certification. The reported analyses, opinions, and conclusions were developed, and this report has been prepared in accordance with the restrictions of the New Jersey Agriculture Retention and Development Act; the current SADC Appraisal Guidelines; and the Uniform Standards of Professional Appraisal Practice (USPAP).

The Market Value of the appraised property, as of January 1, 2013, is estimated at:

| | | |
|---|-----------------|--------------|
| <u>One Exception, 11 acres:</u> | <u>Per Acre</u> | <u>Total</u> |
| Estimate of Property Value, Before: | \$15,000. | \$165,000. |
| Estimate of Property Value, After: | \$ 5,000. | \$ 55,000. |
| Estimate of Development Easement Value: | \$10,000. | \$110,000. |
| | | |
| <u>No Exceptions, 12 acres:</u> | <u>Per Acre</u> | <u>Total</u> |
| Estimate of Property Value, Before: | \$15,000. | \$180,000. |
| Estimate of Property Value, After: | \$ 4,000. | \$ 48,000. |
| Estimate of Development Easement Value: | \$11,000. | \$132,000. |

Respectfully submitted,


Robert W. Frankenfield
SCGREA 42RG00061300

R. W. Frankenfield Associates

SUMMARY OF SALIENT FACTS

Owners' of Record: Irving M. & Frances Deringer
Deed Book/Page: 2196/179

Location: 149 W. Tomlin Station Road, East Greenwich Township
Block/Lot: 101/10

Land
Size: 12± acres
Shape: Irregular
Topography/Physical: Level/Mostly cleared
Improvements: None

Restrictions or Special Conditions: One value with 1-acre exception and one value with no exceptions.

Zoning: RR, Rural Residential District, 2 acre minimum

Highest & Best Use, Before: Residential and Agriculture Use
Highest & Best Use, After: Agriculture Use

Date of Valuation: January 1, 2013

Final Value Estimate:

| | <u>Per Acre</u> | <u>Total</u> |
|---|-----------------|--------------|
| <u>One Exception, 11 acres:</u> | | |
| Estimate of Property Value, Before: | \$15,000. | \$165,000. |
| Estimate of Property Value, After: | \$ 5,000. | \$ 55,000. |
| Estimate of Development Easement Value: | \$10,000. | \$110,000. |
| | | |
| <u>No Exceptions, 12 acres:</u> | <u>Per Acre</u> | <u>Total</u> |
| Estimate of Property Value, Before: | \$15,000. | \$180,000. |
| Estimate of Property Value, After: | \$ 4,000. | \$ 48,000. |
| Estimate of Development Easement Value: | \$11,000. | \$132,000. |

R. W. Frankenfield Associates

A SELF CONTAINED APPRAISAL REPORT

OF THE DERINGER FARM

Property Address: 149 West Tomlin Station Road, Mickelton

Legal Description: Block 101 Lot 10

East Greenwich Township, Gloucester County, NJ 0805620

Property Owner: Irving M. Deringer & Frances Deringer, h/w

PREPARED FOR

Gloucester County Office of Land Preservation

1200 North Delsea Drive

Clayton, NJ 08312

Ken Atkinson, Director

Date of Inspection: January 2, 2013

Date of Valuation: January 2, 2013

Date of Report: February 4, 2013

PREPARED BY

The Hanson Organization, P.C.

Mark J. Hanson, MAI, SRA, SCGREA

809 Second Street

Ocean City, NJ 08226-4117

(609) 398-3189 (Office) - (609) 398-6218 (Facsimile)

mhanson@hansonpc.us

THE HANSON ORGANIZATION

A Professional Corporation

809 Second Street, Ocean City, NJ 08226-4117
(609) 398-3189 ~ Fax (609) 398-6218

MARK J. HANSON, MAI, SRA, CTA, ESQ, LL.M (Tax)
MAI, SRA Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us
web page: www.hansonpc.us

February 4, 2013

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of the Deringer Farm
Block 101 Lot 10, East Greenwich Township, Gloucester County, NJ

Dear Mr. Atkinson:

At your request, I have prepared a self-contained appraisal of the Deringer Farm located at 149 West Tomlin Station Road, East Greenwich Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on January 1, 2013.

This report is intended for use only by Gloucester County for farmland preservation use. This report is not intended for any other use.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP).

The property rights appraised are the surface rights. There are no improvements on site. There is no irrigation water rights, permanent plantings, marketable standing timber or irrigation equipment considered in this appraisal.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Deringer Farm, as described herein, as of January 1, 2013, was as follows:

| | <u>Excluding the</u> | | <u>Including the</u> | |
|--|--------------------------------|--------------------|--------------------------------|--------------------|
| | <u>Non-Severable Exception</u> | | <u>Non-Severable Exception</u> | |
| | <u>Value Per Acre</u> | <u>Total Value</u> | <u>Value Per Acre</u> | <u>Total Value</u> |
| <u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u> | \$13,000 | \$156,000 | \$13,000 | \$143,000 |
| <u>RESTRICTED MARKET VALUE AFTER EASEMENT</u> | \$5,000 | \$60,000 | \$5,900 | \$64,900 |
| <u>VALUE OF DEVELOPMENT EASEMENT</u> | \$8,000 | \$96,000 | \$7,100 | \$78,100 |

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION, P.C.

Mark J. Hanson

Mark J. Hanson, MAI, SRA, SCGRE - #42RG00012000

Enclosure: appraisal report

CERTIFICATION OF APPRAISAL

I, Mark J. Hanson, hereby certify to Gloucester County that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report. I have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. The engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Foundation and regulated by New Jersey State Board of Real Estate Appraisers for possible use in the Farm and Ranch Lands Protection Program (FRPP) administered by United States Department of Agriculture, National Resource and Conservation Service. I have performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
7. I have made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. The date of the inspection was January 2, 2013. A complete physical inspection of the subject property was made. I also made a physical inspection of the comparable sales from the public street.
8. No one provided significant professional assistance to the person signing this report, unless set forth and specified herein.
9. This report has been prepared in accordance with the requirements of the Code of Professional Ethics and the Standards of Professional Appraiser Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of this date, I have completed the requirements of the continuing education program of the Appraisal Institute and the New Jersey State Board of Real Estate Appraisers.

Mark Hanson

Mark J. Hanson, MAI, SRA
SCGRE #42RG00012000

February 4, 2013
Date

EXECUTIVE SUMMARY

Property Owner: Irving M. Deringer & Frances Deringer, h/w

Property Type: Deringer Farm

Interest to be Acquired: Development Easement

Appraisal Purpose: Farmland Preservation

Property Location: 149 West Tomlin Station Road, East Greenwich Township, Gloucester County, a/k/a Block 101 Lot 10 on the East Greenwich Township Tax Map

Land Size: Total Size: 12.25 acres with 239.62 feet of frontage on West Tomlin Station Road.

Improvement Description: None

Zoning: RR- Rural Residential District (1 unit/2 acres)

Highest and Best Use:
BEFORE Easement Continued agriculture use with the potential for long term residential low density use.
AFTER Easement Permanently restricted agriculture use

Existing Dwellings: None

Exceptions After Easement: One non-severable exception of 1 acre

RDSO After Easement: None

Housing Opportunities After Easement: One

Date of Valuation: January 1, 2013

Date of Inspection: January 2, 2013

| | <u>Excluding the</u> <u>Non-Severable Exception</u> | | <u>Including the</u> <u>Non-Severable Exception</u> | |
|--|--|--------------------|--|--------------------|
| | <u>Value Per Acre</u> | <u>Total Value</u> | <u>Value Per Acre</u> | <u>Total Value</u> |
| <u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u> | \$13,000 | \$156,000 | \$13,000 | \$143,000 |
| <u>RESTRICTED MARKET VALUE AFTER EASEMENT</u> | \$5,000 | \$60,000 | \$5,900 | \$64,900 |
| <u>VALUE OF DEVELOPMENT EASEMENT</u> | \$8,000 | \$96,000 | \$7,100 | \$78,100 |

RESOLUTION TO ACQUIRE A DEVELOPMENT EASEMENT ON THE FARM PROPERTY OF THOMAS A. SORBELLO AND MARIE SORBELLO, LOCATED IN THE TOWNSHIP OF SOUTH HARRISON, KNOWN AS BLOCK 17, LOT 1, CONSISTING OF APPROXIMATELY 16.861 ACRES, FOR THE AMOUNT OF \$185,471.00

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, **Thomas A. Sorbello and Marie Sorbello**, having presented themselves as the owner of the land and premises located in the **Township of South Harrison** (hereinafter the "Township"), and known as **Block 17, Lot 1, on the Official Tax Map of the Township** (hereinafter collectively the "Property"), which consists of approximately 16.861 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **Thomas A. Sorbello and Marie Sorbello**, 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, 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 **\$185,471.00**, 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 **\$185,471.00**, pursuant to CAF# 13-06682, 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 **Thomas A. Sorbello and Marie Sorbello**, known as **Block 17, Lot 1**, in the Township of South Harrison, County of Gloucester, State of New Jersey for the amount of **\$185,471.00**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Thomas A. Sorbello and Marie Sorbello**, in regard to the County's purchase of development easements in the farm premises known as **Block 17, Lot 1**, in the Township of South Harrison, 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, be, and the same hereby are, authorized to execute and the Clerk of the Board is authorized to attest to, 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, August 7, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CONTRACT TO SELL DEVELOPMENT EASEMENT

THOMAS A. SORBELLO AND MARIE SORBELLO

TO

THE COUNTY OF GLOUCESTER

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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 (6th) 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:

THOMAS A. SORBELLO & MARIE SORBELLO

BY: _____
THOMAS A. SORBELLO

Social Security Number

BY: _____
MARIE SORBELLO

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: _____
THOMAS A. SORBELLO

_____ Date

BY: _____
MARIE SORBELLO

_____ Date

REAL ESTATE APPRAISAL REPORT
GLOUCESTER COUNTY FARMLAND PRESERVATION

SUBJECT PROPERTY IDENTIFIED AS
SORBELLO FARM
PORCHES MILL RD, NORTHSIDE
NEAR THE INTERSECTION OF WOODSTOWN RD
BLOCK 17, LOT 1, TAX MAP #2
SOUTH HARRISON TOWNSHIP
GLOUCESTER COUNTY, NJ

EFFECTIVE DATE OF REPORT WAS
JULY 1, 2012

IN THE MATTER OF
FARMLAND PRESERVATION
UNDER THE
NJ SADC PROGRAM

CLIENT IDENTIFIED AS
GLOUCESTER COUNTY OFFICE OF LAND PRESERVATION
GLOUCESTER COUNTY BUILDING "A" OF GOVERNMENT SERVICES
1200 NORTH DELSEA DR
CLAYTON, NJ, 08312
MR KEN ATKINSON, DIRECTOR

PROPERTY WAS APPRAISED BY
STEVEN W. BARTELT, MAI, SRA



STEVEN W BARTELT, MAI
REAL ESTATE APPRAISAL CONSULTANTS

PO Box 8169 • Turnersville, NJ 08012
56-582-5892 • FAX 856-582-3493
Bartelt22@Comcast.Net

19 July 2012

Mr Ken Atkinson, Director
Gloucester County Office Of Land Preservation
Gloucester County Building of Government Services
1200 North Delsea Dr
Clayton, NJ, 08312

RE: Sorbello Farm, Porches Mill Rd, Northside
Near the Intersection with Woodstown Rd
Block 17, Lot 1, Tax Map #2
South Harrison Township, Gloucester County, NJ

Dear Mr Atkinson:

Pursuant to our contract, of I have completed my appraisal of the above captioned property. This report was made for the purpose of estimating the market value, of the subject parcel cited above. The effective date of appraisal is July 1, 2012. The report was intended to function as an opinion of value in the matter of the purchase of the parcel under the NJ Farmland Preservation Program. This report is for the exclusive use of the Gloucester County Planning Board, Gloucester County Freeholders and the State of NJ, Department of Agriculture, SADC.

The report was prepared in conformance with SADC Appraisal Guidelines, USPAP, and the Code of Professional Ethics, and Standards of Professional Appraisal Practice of the Appraisal Institute.

The subject property has been analyzed using the direct sales comparison approach. The appraiser has enclosed appropriate definitions within the body of the appraisal report for each of these general categories.

The values reported herein are limited by all of the assumptions and limiting conditions, as well as, the attached certification page, contained within the text of this report. This report was written in agreement with the contract between Client and the Appraiser.

The appraiser personally inspected the parcel which is the subject of this report.

Analyses, conclusions, and opinions of value are attached in the following pages. The report format which is attached is referred to as a Self-Contained Appraisal Report.

 Steven W. Bartelt is a MAI, SRA member of the Appraisal Institute

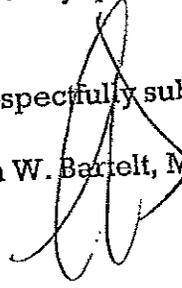
Subject Parcel: Sorbello Farm, South Harrison Tp
Client: County of Gloucester

Appraiser: Steven Bartelt, MAI
Page 3

The subject property is an improved farm parcel. It contained a total of approximately 17 acres; this includes no exemption areas, leaving 17 net acres to be placed under easement.

We thank you for the opportunity to be of service to you. If you have any questions please feel free to call at any time.

Respectfully submitted,
Steven W. Bartelt, MAI, SRA



CERTIFICATION

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

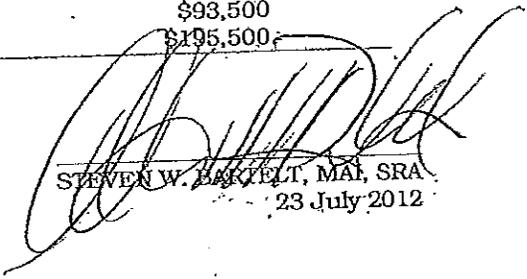
The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of taking of roadway easements to facilitate and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

| Valuation Scenario | Estimated Value per Acre (\$) | Estimated Total Value Area - 17 +/- Net Acs |
|-------------------------------|-------------------------------|---|
| Before Easement | \$17,000 | \$289,000 |
| After Easement | \$5,500 | \$93,500 |
| Value of Development Easement | \$11,500 | \$195,500 |


STEVEN W. BARTELT, MAI, SRA
23 July 2012

SALIENT DATA SUMMARY

Subject Property: The subject parcel is identified as the Sorbello Farm, Porches Mill Rd, Northside, Near the Intersection with Woodstown Rd, Block 17, Lot 1, Tax Map #2, South Harrison Township, Gloucester County, NJ.

Sales Options: To the best of the appraiser's knowledge and belief, the subject property is not under contract to sell, nor under any option to purchase agreement.

Owner Of Record As Of the Effective Date of Report: According to the recorded deed, the property is owned by Thomas & Marie Sorbello, 216 Porches Mill Rd, Swedesboro, NJ 08085. The most recent deed is dated December 18, 2009. It is recorded in deed book 4727, on page 341.

Interest Appraised: In this analysis, the appraiser is valuing the fee simple interest of the development easement of the real property cited above. The effective date of report is July 1, 2012.

Land Description: The subject parcel consist of a single contiguous tax parcel. The overall parcel shape is irregular. None of the parcel is identified as freshwater wetlands. The parcels are on the north side of Porches Mill Rd. The total calculated parcel area was approximately 17+/- acres, gross. The municipal tax records indicated a total area of 18.34+/- acres. Public road access was along Porches Mill Rd, as noted below.

| Block/Lot | Size in Acs ^A | Road Frontage ^A | Tax Class |
|------------------|--------------------------|----------------------------|--------------|
| 17/I | 17 | 825' | 3B |
| <u>Gross Acs</u> | <u>17</u> | <u>825'</u> | <u>-----</u> |
| Exception Area | 0 | 0 | |
| <u>Net Acs</u> | <u>17</u> | <u>825'</u> | |

^A - Lot sizes taken from SADC application shows a different area; frontage determination made from municipal tax map(s)

The property owner indicated no exception areas, as noted above. This leaves the net acres under easement at 17 acres, rounded, according to the CADB Application.

Improvement Description: The subject parcel has no improvements. There are limited site improvements which are appropriate for agricultural uses. The parcel contains no approvals for subdivision or other improvements.

Current 2011 Tax Assessment/Block 17, Lot 1:

| Block/Lot | Classification | Town | Imprvts \$ | Land \$ | Total \$\$ |
|-----------|----------------|-------------|------------|----------|------------|
| 17/1 | 3B Q Farm | So Harrison | \$000 | \$14,300 | \$14,300 |
| 17/1 | 3A Farm Reg | So Harrison | \$2,500 | \$000 | \$2,500 |
| TOTALS | | | \$2,500 | \$14,300 | \$16,800 |

Current Zoning: AR - Agricultural/Residential
Highest And Best Use: Unrestricted: Future Residential Sub-Division/Development
 Restricted: Agricultural or Farm Use/Crop Farm

Value Conclusions:

| Valuation Scenario | Estimated Value per Acre (\$) | Estimated Total Value Area - 17+/- Net Acs |
|-------------------------------|-------------------------------|--|
| Before Easement | \$17,000 | \$289,000 |
| After Easement | \$5,500 | \$93,500 |
| Value of Development Easement | \$11,500 | \$195,500 |

A SELF CONTAINED APPRAISAL REPORT

OF THE SORBELLO FARM

Property Address: 197 Porches Mill Road

Legal Description: Block 17 Lot 1

South Harrison Township, Gloucester County, NJ 08085

Property Owner: Thomas A. Sorbello & Marie Sorbello, h/w

PREPARED FOR

Gloucester County Office of Land Preservation

1200 North Delsca Drive

Clayton, NJ 08312

Ken Atkinson, Director

Date of Inspection: July 22, 2012

Date of Valuation: July 1, 2012

Date of Report: August 24, 2012

PREPARED BY

The Hanson Organization, P.C.

Mark J. Hanson, MAI, SRA, SCGREA

809 Second Street

Ocean City, NJ 08226-4117

(609) 398-3189 (Office) - (609) 398-6218 (Facsimile)

mhanson@hansonpc.us

File ID #RE2012036

THE HANSON ORGANIZATION

A Professional Corporation

809 Second Street, Ocean City, NJ 08226-4117
(609) 398-3189 ~ Fax (609) 398-6218

MARK J. HANSON, MAI, SRA, CTA, ESQ, LL.M (Tax)
MAI, SRA Member Appraisal Institute
NJ Certified General Real Estate Appraiser #42RG00012000

email: mhanson@hansonpc.us
web page: www.hansonpc.us

August 24, 2012

Ken Atkinson, Director
Office of Land Preservation
County of Gloucester
1200 North Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of the Sorbello Farm
Block 17 Lot 1, South Harrison Township, NJ

Dear Mr. Atkinson:

At your request, I have prepared a self-contained appraisal of the Sorbello Farm located at 197 Porches Mill Road, South Harrison Township, Gloucester County, New Jersey for farmland preservation purposes based on market conditions prevailing on July 1, 2012.

This report is intended for use only by Gloucester County and the State Agricultural Development Committee (SADC) for farmland preservation use. This report is not intended for any other use.

I have made a personal inspection of the site, the neighborhood and its surrounding land uses and I have completed a study of those factors that influence value. To the best of my knowledge and belief, the statements contained in this report are correct and subject to the assumptions and limiting conditions which may be found herein. This is to certify that I have carefully examined the above property, that I have no financial or other interest in the property and that my employment is in no way contingent upon the amount of the valuation.

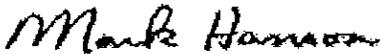
This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the New Jersey Legislature under N.J.S.A. 45:14F-1 et seq, and the appraisal handbook regulations of the SADC dated 2012.

Based on my analysis, along with the assumptions and limiting conditions contained herein, it is my opinion that the market value of the development easement of the Sorbello Farm, as described herein, as of July 1, 2012, was as follows:

| | <u>Value Per Acre</u> | <u>Total Value</u> |
|--|-----------------------|--------------------|
| <u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u> | \$15,000 | \$255,000 |
| <u>RESTRICTED MARKET VALUE AFTER EASEMENT</u> | \$5,000 | \$85,000 |
| <u>VALUE OF DEVELOPMENT EASEMENT</u> | \$10,000 | \$170,000 |

Thank you for the opportunity to be of service.

Respectfully Submitted,
THE HANSON ORGANIZATION, P.C.



Mark J. Hanson, MAI, SRA, SCGREA - #42RG00012000

Enclosure: appraisal report

CERTIFICATION OF APPRAISAL

I, Mark J. Hanson, hereby certify to Gloucester County and the State Agriculture Development Committee that the market value of the development easement for the Sorbello Farm, as described herein, as of July 1, 2012, was:

| | <u>Value Per Acre</u> | <u>Total Value</u> |
|--|-----------------------|--------------------|
| <u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u> | \$15,000 | \$255,000 |
| <u>RESTRICTED MARKET VALUE AFTER EASEMENT</u> | \$5,000 | \$85,000 |
| <u>VALUE OF DEVELOPMENT EASEMENT</u> | \$10,000 | \$170,000 |

I further certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report. I have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. The engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the New Jersey State Board of Real Estate Appraisers. I have performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
6. I have made a personal inspection of the subject property on July 22, 2012.
7. No one provided significant professional assistance to the person signing this report, unless set forth and specified herein.
8. This report has been prepared in accordance with the requirements of the Code of Professional Ethics and the Standards of Professional Appraiser Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of this date, I have completed the requirements of the continuing education program of the Appraisal Institute and the New Jersey State Board of Real Estate Appraisers.
11. This appraisal conforms to the Standards for Appraisals in N.J.A.C. 2:76-10.

Mark Hanson

Mark J. Hanson, MAI, SRA
SCGRE #42RG00012000

August 24, 2012
Date

EXECUTIVE SUMMARY

Property Owner: Thomas A. Sorbello & Marie Sorbello, h/w

Property Type: Sorbello Farm

Interest to be Acquired: Development Easement

Appraisal Purpose: Farmland Preservation

Property Location: 197 Porches Mill Road, South Harrison, Gloucester County, a/k/a Block 17 Lot 1 on the South Harrison Township Tax Map

Land Size: Total Size: 17 acres with 370 feet of frontage on Porches Mill Road.

Improvement Description: Small one story block abandoned barn in ruins

Zoning: AR-Agriculture Residential District (1 unit/3 acres)

Highest and Best Use:
BEFORE Easement Continued agriculture use with the potential for long term residential low to moderate density use.
AFTER Easement Permanently restricted agriculture use

Existing Dwellings: None

Exceptions After Easement: None

RDSO After Easement: None

Housing Opportunities After Easement: None

Date of Valuation: July 1, 2012

Date of Inspection: July 22, 2012

| | <u>Value Per Acre</u> | <u>Total Value</u> |
|--|-----------------------|--------------------|
| <u>UNRESTRICTED MARKET VALUE BEFORE EASEMENT</u> | \$15,000 | \$255,000 |
| <u>RESTRICTED MARKET VALUE AFTER EASEMENT</u> | \$5,000 | \$85,000 |
| <u>VALUE OF DEVELOPMENT EASEMENT</u> | \$10,000 | \$170,000 |

G4

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

Certificate of Availability of Funds

TREASURER'S NO. 13-06682
T- 03 - 0 8 - 509 - 372 - 20548

DATE July 23, 2013

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$185,471.00 COUNTY COUNSEL Emmitt Primas, Esq.

DESCRIPTION:

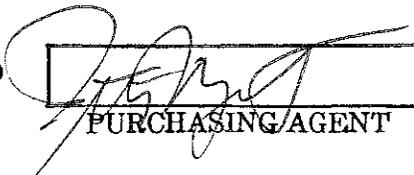
Resolution to acquire a development easement on the farm property of Thomas A. Sorbello and Marie Sorbello, located in the Township of South Harrison, known as Block 17, Lot 1, and consisting of approximately 16.861 acres valued at \$11,000.00 per acre for the total amount of \$185,471.00

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 7-25-13

August 7, 2013