

**AGENDA**

7:30 p.m. Tuesday, November 26, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

P-1 Proclamation Recognizing Andrew Reyes as the 2013 Middle Atlantic Regional Qualifier of the Drive, Chip and Putt Competition, Boys 7 to 9 Division – First Place (Taliaferro) (to be presented)

P-2 Proclamation in celebration of Greater Woodbury Kiwanis Club 90<sup>th</sup> Anniversary of its Chartering (Chila) (to be presented)

P-3 Proclamation Recognizing Robert “Bob” Shryock upon his retirement from the Pitman Golf Course (Taliaferro) (previously presented)

P-4 Proclamation Recognizing the Non Profit Development Center of Southern New Jersey (Taliaferro) (previously presented)

P-5 Proclamation to Honor and Welcome home Hospital Corpsmans Petty Officer 3<sup>rd</sup> Class Stanley Maculewicz, Jr. from their deployment in Afghanistan on Sunday, October 6, 2013 (Chila) (previously presented)

P-6 Proclamation to recognize Vincent Piro. Vincent distinguished himself by earning the “Rank of Eagle Scout” the highest award offered by the Boys Scouts of America (Chila) (previously presented)

P-7 Proclamation in Recognition of the Kingsway Regional School District Commemorating 50 Years of Educational Excellence (Chila) (previously presented)

P-8 Proclamation to honor the Borough of Westville on the celebration of the Grand Opening and Ribbon Cutting Ceremony for its new Municipal Building located at 165 Broadway, October 19, 2013 (Chila) (previously presented)

P-9 Proclamation recognizing Deborah McLendon as State President, Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars for her outstanding longtime service to the Veterans of Foreign Wars and the Ladies Auxiliary (Chila) (previously presented)

**INTRODUCTION**

**BOND ORDINANCE AUTHORIZING THE ACQUISITION OF COMPUTER EQUIPMENT FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$400,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$380,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING - To upgrade County computers to Windows 7.0 operating system. Older versions of Windows are no longer supported by vendor. Over the past 3-4 years we have been gradually replacing 1-2-3 generation older versions of Windows. This project involves replacing remaining Windows XP computers.**

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**A-1 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND THE POSSIBLE SETTLEMENT OF THE WORKERS’ COMPENSATION CLAIMS CAPTIONED LEA HERNANDEZ v. GLOUCESTER COUNTY, C.P. NO. 2009-29958; AND JOAN KRUCINSKI v. GLOUCESTER COUNTY, PA BWC CLAIM NO. 3967306; AND THE LITIGATION MATTER OF ANGELOS HORIATES V. GLOUCESTER COUNTY, DOCKET NO. GLO-L-2198-11. The general nature of the subjects to be discussed at the closed meeting of July 26, 2013, shall be the possible settlement of workers compensation matters and third-party litigation as captioned above.**

**A-2 RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN RELATIVE TO A 2013 RECYCLING ENHANCEMENT ACT TAX FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET. SEQ.** This Resolution authorizes the filing of a Spending Plan for a Recycling Enhancement Act Tax Entitlement pursuant to P.L. 2007 c.311 et. seq. ("the Act"). The Act was approved on January 14, 2008 and provides entitlement funds to Counties in the State of New Jersey in order to prepare, revise, and implement comprehensive Solid Waste Management and Recycling Plans. The 2013 Recycling Enhancement Act Tax Entitlement for Gloucester County is \$220,000.00

**A-3 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR USE OF A TRICO ARTICULATED BOOM LIFT.** The Gloucester County Improvement Authority ("GCIA") is the owner of a Trico articulated boom lift which can assist in various projects – construction or otherwise, maintenance, repairs, etc., and is willing to permit the County to utilize this useful piece of equipment as may be needed. This resolution will authorize a shared services agreement with the GCIA which shall set forth the terms of said use, at no cost to the County.

**A-4 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:

- **Section 5.1, Exhibit N re: Employee Benefits, Notice of Change in Medical Benefit or Waiver Status:** in accordance with the Affordable Care Act, coverage is available to dependent children until age 26.
- **Section 8.2, Exhibit Z re: Report of Job Accident:** in accordance with request by the Gloucester County Insurance Commission, changes have been made to this form to gather additional, relevant data from employees when reporting a job accident

**A-5 RESOLUTION AUTHORIZING ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH the ASSOCIATION OF ASSISTANT PROSECUTORS OF GLOUCESTER COUNTY FROM January 1, 2013 TO December 31, 2016.** This agreement encompasses those employees of Gloucester County Prosecutor's Office holding titles represented by the Association of Assistant Prosecutors of Gloucester County from January 1, 2013 to December 31, 2016.

**A-6 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF NOVEMBER 2013.** The Treasurer of Gloucester County submits the bill list for November for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payment to vendors appearing on the list. Checks will be mailed November 27, 2013.

**A-7 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87, to include:**

- 1) SMARTSTEPS PROGRAM - \$4,013.00
- 2) LOCAL CORE CAPACITY FOR PUBLIC HEALTH PREPAREDNESS - \$25,000.00
- 3) SOCIAL SERVICES FOR THE HOMELESS - \$18,496.00
- 4) MUNICIPAL ALLIANCE - \$173,483.00
- 5) COUNTY ENVIRONMENTAL HEALTH ACT (CEHA) - \$60,950.00
- 6) DRIVING UNDER THE INFLUENCE SOBRIETY CHECKPOINT - \$100,000.00
- 7) COMPREHENSIVE TRAFFIC SAFETY PROGRAM - \$47,450.00

**A-8 RESOLUTION AUTHORIZING AND APPROVING BUDGET TRANSFERS.** This resolution will authorize funds to be transferred from one department to another as needed, in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO

**B-1 RESOLUTION AUTHORIZING THE PURCHASE OF A 250' SECTION OF 12" HOSE FROM NATIONAL FOAM, INC., FOR A TOTAL CONTRACT AMOUNT OF \$23,350.00.** Neptune is a large diameter foam delivery system purchased by the State for regional responses. This particular hose is proprietary to National Foam, Inc. Conrail has agreed to reimburse the County this expense.

**B-2 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) PORTABLE BOMB SYSTEM (X-RAY) FROM TELEVERE SYSTEMS FOR THE GLOUCESTER AND CAMDEN REGIONAL BOMB SQUAD THROUGH STATE CONTRACT #A82108, IN THE TOTAL AMOUNT OF \$24,566.00.** The portable bomb digital imaging system (x-ray) will be used by the Regional Bomb Squad. It will be used for security searches and inspection to make critical decisions. This purchase is being made from the FY12 Homeland Security Grant Program.

**B-3 A RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED BANKBRIDGE DEVELOPMENT BLOCK 398 LOTS 31-33 AND 52 AND BLOCK 399 LOTS 2, 4, 5, 6, 8 AND 17-41, TOWNSHIP OF DEPTFORD.** The resolution consents to the Bankbridge Development Amendment to the Tri-County Water Quality Management Plan (WQMP). The amendment was prepared by James Sassano, Associates, Inc. on behalf of Planland, LLC. The amendment requests expansion of the GCUA sewer service area in order to serve the Bankbridge Development planned for Block 398 Lots 31-33, and 52 and Block 399 Lots 2, 4, 5, 6, 8, and 17-41, in Deptford Township. The development will generate a wastewater flow of 40,500 gpd which was calculated in accordance with N.J.A.C. 7:14A. The wastewater will be conveyed to the GCUA treatment facility located in West Deptford.

**DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**C-1 RESOLUTION AUTHORIZING A CONTRACT WITH THE TRI-M GROUP LLC FOR ON CALL MAINTENANCE, SERVICE AND REPAIRS FOR THE ANDOVER HVAC CONTROL SYSTEMS IN VARIOUS COUNTY BUILDINGS IN AN AMOUNT NOT TO EXCEED \$75,000.00 FROM NOVEMBER 26, 2013 TO NOVEMBER 25, 2014.** The Andover HVAC control system is a propriety system with authorized vendors based on geographic area. For the County of Gloucester County, TRI-M Group is an authorized vendor. Authorization and award of this contract is for on-call maintenance, service, and parts for the County's Andover HVAC control Systems. This contract is necessary in order to keep the various County buildings with Andover Controls functioning and operating correctly.

**C-2 RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 12-DT-BLA-638 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING IN THE AMOUNT OF \$43,950.00.** This Resolution will authorize the County to enter into NJDOT Agreement Modification Increase #01 in the amount of \$43,950.00 for Federal Agreement 12-DT-BLA-638 for Federal Funding not to exceed a total of \$742,643.00 for the roadway improvement project known as the "Proposed Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton, Gloucester County," Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA. This project is 100% Federally funded.

**C-3 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$70,000.00 FROM NOVEMBER 26, 2013 TO NOVEMBER 25, 2014.** This Resolution will authorize the County to enter into a Professional Services Contract with Pennoni Associates, Inc. (515 Grove Street, Suite 1B, Haddon Heights, NJ 08035), to provide Capital Project Management engineering, inspection, management and environmental services to and for the County, per RFP-13-046, for "Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," Engineering Project #14-06, for a one (1) year period from November 26, 2013 to November 25, 2014, for an amount not to exceed \$70,000.00. This contract will provide the County with Engineering, Inspection Management and Environmental Services on an "as-needed/on-call basis."

**C-4 RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT WITH CHURCHILL CONSULTING ENGINEERS FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR THE STORM SEWER REHABILITATION FOR WEST HOLLY AVENUE, COUNTY ROUTE 624, IN THE BOROUGH OF PITMAN FOR THE TOTAL AMOUNT OF \$154,420.87.** This Resolution will authorize and approve the County's entry into a Professional Services Contract, per RFP-013-049, with Churchill Consulting Engineers (344 North Route 73, Berlin, NJ 08009) for Construction Management and Inspection Services for the roadway improvement project known as the "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA, for the total amount of \$154,420.87. This contract is proposed to be awarded based upon requests for proposals that were publicly received and opened by the County for the Project on Wednesday, November 6, 2013. This Contract shall be effective for the length of time necessary for the actual completion of the Project.

**DEPARTMENT OF HEALTH &  
EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

**D-1 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY REGARDING THE AREA PLAN CONTRACT FOR 2013-2015, SPECIFICALLY 2014, THE SECOND YEAR OF A THREE YEAR GRANT.** Resolution to authorize the execution of any documents necessary regarding the application to the State of New Jersey Department of Human Services, Division of Aging Services regarding the Area Plan Contract for 2013-2015, specifically contract year 2014. Funding from this grant will enable the Department of Health, Senior, and Disability Services, Division of Senior Services to provide a broad range of programs and services for the elderly population in Gloucester County for the period January 1, 2013 to December 31, 2015.

**DEPARTMENT OF SOCIAL &  
HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**E-1 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA ADMINISTRATION FISCAL YEAR 2014 GRANT IN THE TOTAL AMOUNT OF \$7,337.00.** This Resolution authorizes the signing of a Grant Agreement with the New Jersey Department of Community Affairs for receipt by the County of a Universal Service Fund - CWA Administration Grant in the total amount of \$7,337.00. The grant will provide funds to be utilized by the Gloucester County Division of Social Services to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund for energy assistance, including the accurate input of the verified client information into the Family Assistance Management Information System.

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**F-1 RESOLUTION APPROVING A FIVE-YEAR CAPITAL PLAN SUBMITTED BY THE GLOUCESTER COUNTY SHERIFF IN ACCORDANCE WITH P. L. 2001, CHAPTER 370.** This Resolution approves a five-year capital plan submitted by the Gloucester County Sheriff pursuant to the laws of P.L. 2001, chapter 370. The Sheriff's Office is responsible for the processing and administration of foreclosures, service and execution of court process, the execution and satisfaction of liens and judgments and various law enforcement responsibilities. As a County Constitutional Officer, the Sheriff is required by the above statutes to prepare and submit for the approval of the County Board of Chosen Freeholders a five-year capital plan for the use of the "Sheriff Improvement Fund" account. The plan covers the use of statutorily mandated fees received by the Sheriff's Office for capital expenditures for upgrading and modernizing the services provided by that office. These fees are statutorily-set surcharges that are paid for the various services performed by the Sheriff's Office pursuant to law. The revenues are to be expended solely for upgrading and modernizing those services provided by the Sheriff's Office.

**F-2 RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$144,821.00.** 2014 will mark the 14th funding cycle for this grant which funds salaries for one unit detective and partial salaries for time spent on Insurance Fraud related matters for an Assistant Prosecutor and Legal Secretary. The work of this unit in the past has included investigation and prosecution of matters involving the range of insurance fraud including: premises, health, auto and worker's compensation. The Gloucester County Insurance Fraud Unit has established a number of successful proactive programs that include: in-house seminars at local police departments, local ride-alongs, ride-alongs with the Motor Vehicle Commission, the Deptford Mall Directive, public speaking engagements, participation in local public activities such as National Night Out, continuing the NICB program, and the State Motor Vehicle Inspection program. In the past the unit detective has conducted an educational instruction program with the Deptford Police and Deptford Mall security officers to help identify insurance fraud indicators as they relate to reported stolen motor vehicles at the Mall, implemented a new program in 2008 which entails meeting with the Division of Motor Vehicles personnel with regard to registrants that use fake insurance companies, numbers for registration and other identification purposes.

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE BOROUGH OF GLASSBORO FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.** This Resolution will authorize a Shared Services Agreement between the County and the Borough of Glassboro for County Landscape Design services, specifically for the newly renovated Historic Train Station located at Oakwood and Laurel Avenues in Glassboro, from November 26, 2013 to November 25, 2014, at no cost to the Borough.

**G-2 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE BOROUGH OF PITMAN FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.** This Resolution will authorize a Shared Services Agreement between the County and the Borough of Pitman for County Landscape Design services, specifically for the creation of a garden on the campus of Pitman High School, from November 26, 2013 to November 25, 2014, at no cost to the Borough.

**G-3 RESOLUTION TO ACCEPT THE BOROUGH OF WENONAH'S GREEN ACRES GRANT IN THE AMOUNT OF \$325,000.00 TO BE USED EXCLUSIVELY TO ASSIST IN THE PROPOSED ACQUISITION OF THE MAPLE RIDGE PROPERTY THROUGH THE GREEN ACRES/OPEN SPACE PRESERVATION PROGRAM.** For the last few years Gloucester County has been an active participant in the proposed acquisition of the former Maple Ridge Golf Course property through the Green Acres/Open Space Preservation Program, along with the New Jersey Green Acres Program, the property's host municipalities, and other non-profit conservation groups. Even though the property has no lands in Wenonah, the Borough has also been a strong advocate in its preservation due to the fact that it is contiguous with the Wenonah Conservation Greenway. To this end the Borough of Wenonah applied for and was awarded a \$325,000.00 Grant from the New Jersey Green Acres Program to be used exclusively to assist in the proposed preservation of Maple Ridge. Due to the fact that Wenonah would only be eligible for a 25% match from the Green Acres Program the State recommended that Wenonah transfer their Grant to the County of Gloucester, as the Grant would then be eligible for a 50% match from Green Acres. As such on September 12, 2013, the Borough of Wenonah formally approved the transfer

of their Green Acres Grant to the County of Gloucester to be used exclusively to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program. In order for the County to accept this transfer, Green Acres has indicated that the Freeholders need to pass a resolution accepting the Grant from Wenonah. As such this resolution recognizes and approves the proposed transfer of Wenonah's Green Acres Grant to the County of Gloucester. This resolution further states that this action is contingent upon approval of the same by the New Jersey Joint Budget Oversight Committee (JBOC), and that if the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program does not come to fruition any funding received by the County through Wenonah's Green Acres Grant is to be returned to the New Jersey Green Acres Program.

**G-4 RESOLUTION SUPPORTING THE PROPOSED ACQUISITION OF THE MAPLE RIDGE PROPERTY THROUGH THE GREEN ACRES/OPEN SPACE PRESERVATION PROGRAM.**

Gloucester County has been an active participant in the proposed acquisition of the former Maple Ridge Golf Course property through the New Jersey Green Acres Open Space Preservation Program. Green Acres has requested that the Board of Chosen Freeholders pass a resolution affirming the county's continued support for the acquisition of the Maple Ridge property. Upon the passage of this resolution by the Board of Chosen Freeholders, Green Acres will commence negotiations with GIBG, LLC., the owners of the Maple Ridge property. If GIBG, LLC. accepts the certified value offered by the Green Acres Program, the Board of Chosen Freeholders will be required to approve a resolution setting a date when a public hearing regarding the county's participation in the proposed acquisition of the property will be held.

Old Business

New Business

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

Adjournment

**RECOGNIZING ANDREW REYES**  
**2013 MIDDLE ATLANTIC REGIONAL QUALIFIER OF THE DRIVE, CHIP AND PUTT**  
**COMPETITION, BOYS 7 TO 9 DIVISION – FIRST PLACE FINISH**

*WHEREAS, on August 26, 2013, Andrew Reyes, age 8 of Mickleton, New Jersey won the Middle Atlantic Regional Qualifier of the Drive, Chip and Putt Competition for the Boys 7-9 division where Andrew earned 90 of his total 112 points with masterful chipping and putting, which included sinking a 15-footer and holing out one of his chips.*

*WHEREAS, with his first place finish, Andrew became one of 11 boys nation-wide in his age division to earn a much-coveted spot to compete in the Inaugural Drive, Chip and Putt Championship being held at Augusta National Golf Club on April 6, 2014. Andrew's journey began with the Middle Atlantic Local Qualifier at the East Potomac Golf Course in Washington, D.C. on July 13, 2013 where he took first place in his age division with an overall 92 and was one of two boys to advance to the regional qualifier.*

*WHEREAS, Andrew began showing an interest in golf at the age of three and started to take formal instruction at the age of five. He soon joined several local junior tours in the New Jersey and Pennsylvania area. Andrew has competed in over 35 tournaments, to include the U.S. Kids Golf World Championships, and is a two-time U.S. Kids Golf Philadelphia Tour Boys Player of the Year. Andrew splits his time at the Pitman Golf Course in Sewell, N.J. and the Springhaven Club in Wallingford, Pa. When Andrew is not golfing, he is a third grader at East Greenwich Elementary School and enjoys playing baseball, swimming, and spending time with his parents, Fred and Regina and little brother, Alex; and*

**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 congratulate and commend Andrew Reyes on his outstanding achievement as 2013 Middle Atlantic Regional Qualifier of the Drive, Chip and Putt – First Place Finish.

**IN WITNESS WHEREOF,** the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 26<sup>th</sup> day of November, 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

## In Recognition Of Kiwanis Club of Greater Woodbury 90<sup>th</sup> Anniversary

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and congratulate the **Kiwanis Club of Greater Woodbury** as one of the oldest continuous service organizations in South Jersey on their 90<sup>th</sup> Anniversary; and

WHEREAS, the **Kiwanis Club of Greater Woodbury**, originally sponsored by the Haddons in 1923, celebrated their 90<sup>th</sup> Anniversary of its charter at Tavistock Country Club on November 1, 2013. In attendance were 21 of the current roster of 28 members along with their special guest Jack Wilson, New Jersey's Kiwanis Governor; and

WHEREAS, while Charles D. Meredith was attending a meeting with insurance men in Atlantic City in September 1922 he saw men wearing **Kiwanis** lapel buttons, made inquiry and decided it was just the kind of a service club needed in Woodbury. After many months and several meetings the **Kiwanis Club of Greater Woodbury**, with fifty members, was permanently organized September 6, 1923, with Charles D. Meredith serving as the Charter President; and

WHEREAS, **Kiwanis** is a global organization of volunteers dedicated to changing the world, one child and one community at a time. **Kiwanis** members help shelter the homeless, feed the hungry, mentor the disadvantaged, care for the sick, develop youth as leaders, build playgrounds, raise funds for pediatric research and much more. Working together, members achieve what one person cannot accomplish alone. There is no problem too big or too small; and

WHEREAS, the **Kiwanis Club of Greater Woodbury** has many ongoing projects throughout the year which include the Woodbury Child Development Center, St. John of God's School, Woodbury Heights Elementary School, West End Elementary School, Walnut Street Elementary School, Evergreen Elementary School, Woodbury Area Youth Leagues, Woodbury High School, Clearview High School & Middle School, Gateway High School, West Deptford High School and Gloucester County Institute of Technology; 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 recognize and congratulate the **Kiwanis Club of Greater Woodbury** on the milestone celebration of their 90<sup>th</sup> Anniversary.

**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 26<sup>th</sup> day of November, 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

**HONORING ROBERT "BOB" SHRYOCK  
UPON HIS RETIREMENT FROM THE PITMAN GOLF COURSE**

*WHEREAS, from time to time it is the desire of the Board of Chosen Freeholders to pay special tribute to individuals who have provided exceptional service to the County of Gloucester. On Wednesday, November 13, 2013 at Bogey's Club and Café at the Pitman Golf Course, friends and family of Robert "Bob" Shryock will gather to recognize and honor him for his accomplishments and years of public service; and*

*WHEREAS, Bob's varied golf background includes:*

- *began playing at age 9 in 1947, and at age 11, wrote a daily golf column, "Tee Time With Lefty Hooker"*
- *lowest handicap was a "3" in high school; game progressively worsened after that*
- *covered golf while employed at Binghamton, New York Press with the highlight of playing two holes with Arnold Palmer during his exhibition*
- *highly involved as an organizer of tournaments and was Chair of the American Heart Association Tourney starting in 1968. This event still runs every September at Scotland Run Golf Club with the distinction of the longest running tournament in South Jersey. Master of Ceremonies to one of the area's most successful golf fund raisers, the Underwood Memorial Golf Classic for 15 years. This event has raised more than \$1 million*
- *was founder and for 20 years Director of the Gloucester County Amateur; also did TV for all 20 years*
- *over a period of 12 years, ran golf trips to meccas like Sawgrass, Kiawah Island, Hilton Head and TCP Phoenix*
- *Covered three U.S. Open and shared 1<sup>st</sup> Place with Johnny Kundla of the Allentown Morning Call; in 1981, U.S. Open Press Tournament at Merion and has played approximately 300 courses; and*

*WHEREAS, Bob is retiring after eighteen years of service during which time he worked as Assistant Manager at the Pitman Golf Course from 1994 to 2013; and*

*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 Robert "Bob" Shryock for his years of commitment and dedication to the residents of the County of Gloucester and join family and friends in wishing him a happy, healthy retirement.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13th day of November, 2013.*

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

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

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

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

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*Heather Simmons  
Freeholder*

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*Adam J. Taliaferro  
Freeholder*

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*Larry Wallace  
Freeholder*

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

**RECOGNIZING THE NON PROFIT DEVELOPMENT CENTER  
OF SOUTHERN NEW JERSEY**

*WHEREAS, the Nonprofit Development Center (NPDC) of Southern New Jersey is a resource dedicated to helping nonprofits work more efficiently and collaboratively. The NPDC has held a series of effective workshops for staff and board members and established an office at the Center for Innovation and Entrepreneurship (CIE) at Rowan University in January, 2007; and*

*WHEREAS, the NPDC was founded by members Michael Willmann, Wanda Hardy, Patricia Bruder, Reynold P. Cicalese, III, CPA, MST, Brian Keller, Krista Briglia, Robert D'Intion, Ph.D., Anthony DiFabio Psy.D., Tiffany Donio Esq., Fran McElhill, Esq., Jenny Ryan, Jay Stillman, Glen Walton, CPA and Ira Weissman. The vision of NPDC is to provide training, grant assistance and shared resources for nonprofit organizations in Southern New Jersey; and.*

*WHEREAS, on Wednesday, November 13, 2013, the NPDC is celebrating the work of the region's not-for-profit organizations and their leaders and supports with an Inaugural NPO Awards Reception at Adelpia Restaurant. The award recipients are: Frances P. Sykes, Colleen Maguire, Pascale Sykes Foundation – Non Profit Organization Advocate of the Year; The New Jersey Partnership for Healthy Kids – Camden, Co-directed by the United Way of Greater Philadelphia and SNJ in Camden County and the YMCA of Burlington & Camden Counties – Best Collaborative Effort of the Year; Ruth London, Robin's Nest – Non Profit Organization Executive of the Year; Center for Family Services – Non Profit Organization of the Year; Robert B. Worley, Republic Bank – Non Profit Organization Trustee of the Year; Frances McElhill, Esq., Archer & Greiner P.C. – Non Profit Organization Service Professional of the Year; Adelpia Restaurant – Non Profit Organization Community Fundraising Partner of the Year; Les Vail, Gloucester County Chamber of Commerce – Chairman's Award; and Brenda Ross-Dulan, Wells Fargo, Chairman's Award; and*

*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 recognize the Non Profit Development Center of Southern New Jersey for its role in the development of non profit organizations in Gloucester County and congratulate the 2013 Inaugural NPO Award recipients; and*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13th day of November, 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

15

# WELCOME HOME

## Hospital Corpsman Petty Officer 3<sup>rd</sup> Class Stanley Maculewicz, Jr.

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and welcome home United States Navy Hospital Corpsman Petty Officer 3<sup>rd</sup> Class Stanley Maculewicz, Jr. from his deployment in Afghanistan. Petty Officer Maculewicz will be honored by family and friends at the Washington Twp. Ambulance & Rescue Association, on Sunday, October 6, 2013; and

WHEREAS, Petty Officer Maculewicz is a 2008 graduate of Washington Twp High School and enlisted in the United States Navy in 2007 at the age of 17. On August 15, 2008 he entered Boot Camp in Great Lakes, Illinois, was assigned to Bethesda Naval Hospital and was then transferred to Camp Lejeune where he completed his FMTB (Field Medical Training Battalion) training. Upon completion of FMTB, Petty Officer Maculewicz was assigned to the Mobile Strike Force Security Force Advisor and Assistance Team in Afghanistan where he was deployed from February 23, 2013 to September 15, 2013; and

WHEREAS, while deployed in Afghanistan, Petty Officer Maculewicz was awarded the *Navy and Marine Corps Achievement Medal*, the *Combat Action Ribbon*, the *Afghanistan Campaign Medal*, the *Navy Sea Service Deployment Ribbon Medal*, the *NATO ISAF (International Security Assistance Force) Service Medal*; and

WHEREAS, the Board of Chosen Freeholders would like to pay tribute to Petty Officer Maculewicz 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. 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 are honored to welcome home Petty Officer Maculewicz 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 6<sup>th</sup> day of October, 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

PL

## In Recognition Of Vincent M. Piro Achieving Rank of Eagle Scout

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Vincent Piro** on his achievements as a member of the Boy Scouts of America, Troop 13; and

**WHEREAS**, **Vincent** began his Scouting career as a Tiger Cub in Cub Scout Pack 213 in September 2003. On May 1, 2008 he began his trail to Eagle with Boy Scout Troop 13 achieving the ranks of Scout, Tenderfoot, First Class, Star, and Life. On June 10, 2013, **Vincent** distinguished himself by earning the "**Rank of Eagle Scout**", the highest award offered by the Boy Scouts of America; and

**WHEREAS**, **Vincent** has earned 36 Merit Badges, including 12 Eagle Scout required Merit Badges. He has exhibited exceptional leadership throughout his time in the Boy Scouts, serving in the positions of Scribe, Patrol Leader, Senior Patrol Leader, and Junior Assistant Scoutmaster. **Vincent** has also served as Den Chief for two years, earning him the Den Chiefs Award; and

**WHEREAS**, **Vincent** has performed 115 hours of community service, camped 67 nights, biked 22 miles, backpacked and hiked 85 miles. In addition to this, in 2012 **Vincent** completed the National Youth Leadership Training Program and in 2013 he served as staff for the course; and

**WHEREAS**, **Vincent** exhibited his commitment to public service by selecting as his Eagle Scout project the collection of new and gently worn shoes for "**Soles-4-Souls**", a non-profit organization that facilitates the delivery of donated shoes worldwide. **Vincent** organized and managed multiple shoe collection centers at area schools, churches, government buildings and merchants. In several months 1,922 pairs of shoes were collected, packaged and shipped to families in need of footwear. This project brought the community together as they worked side by side for the common good of helping the less fortunate; 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 Vincent Piro for his leadership, personal achievements and dedicated service to his community as a member of the Boy Scouts of America, Troop 13.**

**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 13<sup>th</sup> day of October, 2013.

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

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Giuseppe (Joe) Chila  
Freeholder Deputy Director

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

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

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

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

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

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

## In Recognition Of The Kingsway Regional School District Commemorating 50 Years of Educational Excellence

WHEREAS, on September 5, 1963, the first Superintendent Robert Costill welcomed 675 Middle and High School students and 34 Teachers to a state-of-the-art facility of Kingsway Regional High School, built on 65 acres of farmland once owned by Henry Salisbury's family; and

WHEREAS, fifty years later on September 5, 2013 Kingsway Regional School District, Superintendent Dr. James J. Lavender welcomed 2,425 Middle and High School students, 178 Teachers, and 158 Support Staff; and

WHEREAS, Kingsway Regional High School is commemorating 50 years of excellence, tradition, and success from the first graduating Class of 1964 through present day and has provided students the opportunity to achieve a quality education and choice to participate in a wide variety of extracurricular programs; and

WHEREAS, the many renovation and construction projects completed to accommodate enrollment growth over the decades have left the original footprint of Kingsway Regional High School unrecognizable, however, the spirit that has captivated generations of students remains the same and is affectionately exemplified in our motto, "Once a Dragon, Always a Dragon"; and

WHEREAS, October 26, 2013 proudly celebrates the new additions and renovations to Kingsway Regional High School and Middle School with a Ribbon Cutting Ceremony, along with a Flag Raising Ceremony to commemorate the district's fifty years of educational excellence; 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 recognize Kingsway Regional School District on the celebration of a successful fifty years of service to the students of East Greenwich, Logan Township, South Harrison, Swedesboro and Woolwich Township.

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 26<sup>th</sup> day of October, 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

PS

RECOGNIZING  
**BOROUGH OF WESTVILLE**  
**GRAND OPENING-RIBBON CUTTING**  
OCTOBER 19, 2013

*WHEREAS, it is with distinct pleasure that the Gloucester County Board of Chosen Freeholders wishes to honor the **Borough of Westville** on the celebration of the Grand Opening and Ribbon Cutting Ceremony for its new Municipal Building located at 165 Broadway; and*

*WHEREAS, in October 2011, the Borough of Westville purchased a building at 165 Broadway from Royalty Press Group, Inc. that would become their New Municipal Building; and*

*WHEREAS, this dedication ceremony marks the completion of the Borough of Westville's construction project on their New Municipal Building. This new building provides accessibility for the Westville residents to their Government Offices, Courts, and Police Department at one central location; and*

*WHEREAS, the new Council Chambers features seating for 125 people, allowing more resident to participate. The new Audio Visual System will enhance the clarity of presentations providing the Borough of Westville with a state-of-the-ort meeting facility. The building also offers additional unused space for expansion or storage needs, eliminating the need for any future building projects. The new building also offers handicap accessible parking and amenities; and*

*WHEREAS, the goal of the governing body was to have a presence in their downtown district to help assist in the revitalization project and that has now been accomplished; 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 Taliaferro and Larry Wallace **do hereby honor and congratulate the Borough of Westville on its Grand Opening and Ribbon Cutting Ceremony for its New Municipal Building in Westville, New Jersey.**

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19<sup>th</sup> day of October, 2013.*

## **Recognizing Deborah McLendon**

**State President, Ladies Auxiliary, Department of New Jersey  
Veterans of Foreign Wars**

*WHEREAS, the Officers and Members of District 13 Veterans of Foreign Wars Ladies Auxiliary will be holding a Brunch in honor of their State President, **Deborah McLendon**, on Sunday, October 20, 2013 at the Glassboro Memorial VFW Post 679 in Glassboro, New Jersey; and*

*WHEREAS, **Deborah McLendon** became a member of the Ladies Auxiliary Veterans of Foreign Wars, Hamilton Township VFW Post 3525 in 1992. **Deborah's** eligibility for membership derives from her father, Alexander McLendon, who served in the United States Army. Under the guidance of her mother, **Deborah** has risen to every occasion, previously held the office of Treasurer for six years, President for eight years and currently is serving as Auxiliary Treasurer. She received the All American Auxiliary Award 2003-2004 and the Helping Hand Award in the Outstanding President's Contest at the State Convention; and*

*WHEREAS, at the District Level, **Deborah** served as Junior Vice President, Senior Vice President and as District 18 President for eight terms. She received the First Place Award as outstanding District President in 2004-2005 for her leadership and promotion of Auxiliary Programs; and*

*WHEREAS, at the Department Level, **Deborah** was elected the Department Guard at the State Convention in June 2008, served as the Voice of Democracy Chairman, Patriots Pen and Patriotic Art Scholarship Program, Cook Book Fundraiser, Veterans and Family Support, Membership, Cancer Aid and Research, VAVS/Hospital Coordinator and Hospital Budget; and*

*WHEREAS, **Deborah** is also a Charter Member of the Woman's Auxiliary to the Military Order of the Cootie, the Honor Degree of the VFW, Auxiliary 15, and has served as their past President for one term. **Deborah** is also a member of the Penndel Memorial American Legion Post 0148 Auxiliary and Our Lady of Grace RC Church in Penndel, Pa; and*

*WHEREAS, **Deborah's** special project this year is, Cancer Aid and Research, a program that allocates the Ladies Auxiliary to offer grants to their Members and Fellowship to Researchers to help find ways to cure cancer. This program is also extended to other cancer institutions in the community; and*

*WHEREAS, **Deborah** has been an advocate for Veterans all of her life and her theme this year is "**Showering our Veterans with Gratitude and Respect**"; 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, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby recognize **Deborah McLendon** for her outstanding and long time service 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 20<sup>th</sup> day of October, 2013.*

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

\_\_\_\_\_  
**Warren S. Wallace**  
**Freeholder Deputy Director**

\_\_\_\_\_  
**Giuseppe (Joe) Chila**  
**Freeholder Liaison**

\_\_\_\_\_  
**Frank J. DiMarco**  
**Freeholder**

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

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

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

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

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. \_\_\_\_\_

**BOND ORDINANCE AUTHORIZING THE ACQUISITION OF COMPUTER EQUIPMENT FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$400,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$380,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

**BE IT ORDAINED** by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

**Section 1.** The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

**Section 2.** It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$400,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$380,000; and
- (c) a down payment in the amount of \$20,000 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

**Section 3.** The sum of \$380,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$20,000, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the County in an amount not to exceed \$380,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$380,000 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting,

engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$80,000.

**Section 7.** The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of Computer Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	\$400,000	\$20,000	\$380,000	5 years

**Section 8.** Grants or other monies received from any governmental entity will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 9.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$380,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 10.** The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 11.** The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

**Section 12.** The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

**Section 13.** The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;
- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 14.** The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 15.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 16.** In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

**Date of Introduction:**            **November 26, 2013**

**Date of Final Adoption:**      **December \_\_, 2013**

AI

**RESOLUTION AUTHORIZING A *CLOSED SESSION* OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF AND THE POSSIBLE SETTLEMENT OF THE WORKERS' COMPENSATION CLAIMS CAPTIONED LEA HERNANDEZ v. GLOUCESTER COUNTY, C.P. NO. 2009-29958; AND JOAN KRUCINSKI v. GLOUCESTER COUNTY PA BWC CLAIM NO. 3967306; AND THE LITIGATION MATTER OF ANGELOS HORIATES V. GLOUCESTER COUNTY, DOCKET NO. GLO-L-2198-11**

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

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

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

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

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *November 26, 2013*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the Workers' Compensations claims, and the litigation matter as entitled above.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**RESOLUTION AUTHORIZING THE FILING OF A SPENDING PLAN  
RELATIVE TO A 2013 RECYCLING ENHANCEMENT ACT TAX  
FUND ENTITLEMENT PURSUANT TO P.L. 2007 C.311 ET. SEQ.**

**WHEREAS**, P.L. 2007 c.311 et. seq. provides for the awarding of Recycling Enhancement Act Tax (hereinafter "the Act") entitlements by the New Jersey Department of Environmental Protection (hereinafter "NJDEP") to designated Solid Waste Management Districts to assist them in the preparation, revision and implementation of comprehensive Solid Waste Management and Recycling plans; and

**WHEREAS**, the Gloucester County Improvement Authority (hereinafter "GCIA") is in need of such financial assistance in order to fulfill its responsibilities under the Solid Waste Management Act and Recycling Enhancement Act.

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

1. That a Spending Plan be submitted to the Solid and Hazardous Waste Management Program for a 2013 Recycling Enhancement Act Tax Entitlement in the amount of **\$220,000.00**.
2. That the County Recycling/HSW Coordinator of the GCIA is hereby authorized and directed to execute and file said Spending Plan with the NJDEP; to provide additional information and furnish such documents as may be required; to execute such documents as are required; and, to act as the authorized correspondent of the Gloucester County Solid Waste Management District.
3. That the GCIA has been or will be designated by the Gloucester County Board of Chosen Freeholders as the implementing agency to perform the Recycling Enhancement Act Tax entitlement.
4. That Gloucester County, which is designated as a Solid Waste Management District, agrees to the filing of a Spending Plan consistent with all applicable laws, rules and regulations, and hereby accepts the terms and conditions set for the Act and the guidelines promulgated therein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A3

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN THE COUNTY AND THE GLOUCESTER  
COUNTY IMPROVEMENT AUTHORITY FOR USE OF A  
TRICO ARTICULATED BOOM LIFT**

**WHEREAS**, the County of Gloucester ("County") has a need for an articulating boom lift to be used for ongoing work in the County; and

**WHEREAS**, the Gloucester County Improvement Authority ("GCIA"), a corporation formed pursuant to the laws of the State of New Jersey, has the capability of providing a Trico Lift Articulate Boom ("equipment") and is willing to permit use of same to the County; and

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

**WHEREAS**, by resolution duly adopted by the GCIA on October 17<sup>th</sup>, 2013, a shared services agreement was authorized, setting forth specific provisions as to the use of the equipment by the County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that a Shared Services Agreement between the County of Gloucester and the Gloucester County Improvement Authority is hereby approved for use of a Trico Articulate Boom Lift in accordance with the terms set forth within said Agreement attached hereto.

**BE IT FURTHER RESOLVED** 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 between the County and the GCIA for the above referenced purposes.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DIELLA, CLERK**

A3

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**SHARED SERVICES AGREEMENT  
FOR  
TRICO ARTICULATED BOOM LIFT**

**by and between**

**COUNTY OF GLOUCESTER**

**and**

**GLOUCESTER COUNTY IMPROVEMENT AUTHORITY**

**Dated: November 26, 2013**

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**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER  
AND THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY FOR  
TRICO ARTICULATED BOOM LIFT**

**THIS SHARED SERVICES AGREEMENT** (“Shared Services Agreement” or “Agreement”), dated November 26, 2013, is made by and between COUNTY OF GLOUCESTER (hereinafter referred to as “Gloucester County”), a body politic and corporate entity of the State of New Jersey, and the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY (hereinafter referred to as “GCIA”), pursuant to N.J.S.A. 40A:65-1 et. seq., (hereinafter referred to as “Party/Parties”).

**BACKGROUND**

**WHEREAS**, Gloucester County and the GCIA desire to establish conditions governing the use, maintenance, transportation, operation and insurance of the articulated boom lift recently purchased from Trico Lift with funds provided from allocated bond money for ongoing work at the Justice Complex and other locations; and

**WHEREAS**, the parties have agreed to enter into an Agreement that while the Trico Lift is owned by the GCIA, Gloucester County will be permitted to use said lift as reasonably necessary; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits governmental units to enter into a contract for any services which any Party to the agreement is empowered to render within its jurisdiction; and

**WHEREAS**, the Parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law;

**AGREEMENT**

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:**

This Agreement sets forth the specific provisions for the Shared Services Agreement between the County of Gloucester and the Gloucester County Improvement Authority as concerns the use, maintenance, transportation, operation and insurance of the aforesaid articulated boom lift:

## **TERM**

The term of this Shared Services Agreement ("Term") shall commence on the execution by the Parties of this Agreement and shall continue for a period up to ten (10) years, or until the aforesaid articulated boom lift is no longer operational, whichever event occurs first. This Agreement may be terminated upon mutual agreement by the parties. If there is not mutual agreement then one Party may terminate this Shared Services Agreement upon ninety (90) days written notice to the other Party, but only for demonstrated good and just cause.

## **COUNTY OF GLOUCESTER OBLIGATIONS**

1. The County of Gloucester shall have no responsibilities as concerns storage, insurance, and/or maintenance costs of the aforesaid articulated boom lift recently purchased from Trico Lift. The County of Gloucester shall only be responsible for the Trico Lift while in their possession while operating or using said lift.

## **GCIA OBLIGATIONS**

1. The GCIA agrees to store, insure, and maintain the aforesaid articulated boom lift.

## **INDEMNIFICATION**

1. During the Term of this Shared Services Agreement, both Parties shall indemnify and shall hold harmless the other Party, the members of its governing body, and its officers, agents and employees harmless against, and shall pay any and all liability, loss, cost, damage, claims, judgment or expense of any and all kinds or nature, which shall be imposed by law, which either Party, its governing body, or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action brought by an officer, agent or employee of either Party which is based upon personal injury, death, or damage to property, whether real, personal or both, and which arises from either Party's involvement in this project.
2. Both Parties, at their own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted by an officer, agent or employee of either Party against either Party, the members of its governing body, and its officers, agents and employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend either Party or any other insured Party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.
3. Either Party shall give an authorized representative of the other Party prompt written notice of the filing of each such claim by any officer, agent or employee of the other Party.

## MISCELLANEOUS

1. 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.
2. Supplements. The Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.
3. 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 herein.
4. Amendments. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.
5. 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.
6. Successors/Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.
7. Notices. Unless otherwise provided in writing, any notices to be given or to be served upon any Party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the Party to whom it is addressed. Such notice shall be given to the Parties at their following respective addresses or at such other addresses as each Party may hereafter designate to the other Parties in writing:

If to COUNTY OF GLOUCESTER:  
Matthew P. Lyons, County Counsel  
2 South Broad Street  
Woodbury, New Jersey 08096

If to GLOUCESTER COUNTY IMPROVEMENT AUTHORITY:  
George Strachan, Acting Executive Director  
Gloucester County Improvement Authority  
109 Budd Boulevard  
Woodbury, New Jersey 08096

8. No Personal Liability. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Parties, and neither the officers, agents or employees of the Parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to 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 the State of New Jersey, including all matters of enforcement, validity and performance.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials as of the day and year first written above.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_

By: \_\_\_\_\_  
**Robert M. Damminger, Director**

**ATTEST:**

**GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_

By: \_\_\_\_\_  
**George Strachan, Acting Executive Director**

A4

**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 5.1 Exhibit N* Notice of Change in Medical Benefit or Waiver Status to reflect dependent children age to 26
- *Revise 8.2 Exhibit Z* Injury on the Job to gather additional, relevant, information from employees utilizing form

**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 and hereby directs the Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Summary of HR Manual Changes (November 26, 2013)

A4

The Human Resources policies listed below have been reviewed and modified as deemed necessary. Clarification was needed to enhance the understanding of these policies. Please see below for specific details on the revisions.

1.	5.1 N	Age of dependent child is 26.
2.	8.2 Z	Changed in accordance with request from Gloucester County Insurance Commission.

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<b>CHAPTER:</b>	<b>5 - EMPLOYEE BENEFITS</b>	<b>ADOPTED: 3/7/06</b>
<b>SECTION:</b>	<b>1- HEALTH BENEFITS</b>	<b>REVISED: 11/26/13</b>

**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 26  
\_\_\_\_\_ 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:	8 – SAFETY AND SECURITY	ADOPTED: 11/21/06
SECTION:	2 – INJURY ON THE JOB	REVISED: 11/26/13

**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: \_\_\_\_\_ Reported injury to whom: \_\_\_\_\_

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:

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

What part(s) of the body were injured and what part(s) of the body do you currently feel pain?

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

List your primary care physician and his/her address and phone number for the past 10 years:

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

Have you had treatment in the past for the same or similar medical conditions? \_\_\_ yes \_\_\_ no

If yes, provide the name and address of the treating physician(s) for this condition. List any medications you are or were taking for this condition/injury:

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

Have you been treated by a chiropractor in the past 5 years? \_\_\_ yes \_\_\_ no

If yes, provide the name and address of the chiropractor:

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

Have you ever filed a workers' compensation claim(s) in the past for this medical condition? \_\_\_ yes \_\_\_ no

If yes, provide the details of the previous claim(s): \_\_\_\_\_

\_\_\_\_\_

Have you ever been involved in any motor vehicle collision in the past 5 years? \_\_\_ yes \_\_\_ no

If yes, provide the details of the crash, date and nature of the injury and treatment:

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

Have you had any MRIs, CT scans and/or X-rays in the past 5 years? \_\_\_ yes \_\_\_ no

If yes, provide the details and nature of the injury: \_\_\_\_\_

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

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Are you currently engaged in any other employment or have you ever been engaged in any other employment while you were employed by us?      \_\_\_ yes \_\_\_ no

If yes, please list the names and addresses of these employers: \_\_\_\_\_  
\_\_\_\_\_

Have you ever received pain management treatment?      \_\_\_ yes \_\_\_ no

*I CERTIFY THAT THE ABOVE STATEMENTS MADE BY ME ARE TRUE AND CORRECT. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I MAY BE SUBJECT TO DISCIPLINARY ACTION BY MY EMPLOYER.*

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

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

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

**Requesting Leave under Workers' Compensation**

Should your claim be approved, it is important for you to be aware that only a GCIC authorized treating physician can authorize time off from work under Worker's Compensation. 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 GCIC 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 County Safety Staff immediately by calling (856) 384-6993 or (856) 384-6994. 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 GCIC authorized treating physician is the only person that can authorize time off from work under Workers' Compensation.***

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

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 attorney's 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

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❖ Claim Number

Please list the name and address of your primary care physician, any other doctor or medical facility that you may have used in the last 5 years. This information can also be faxed back to us when it is completed.

Thanks for your anticipated cooperation.

Inservco Insurance Services

---

Name of your Primary Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

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

---

Below please list any other doctor/doctors that you have treated with in the past 5 years.

Doctor's name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Claimant's 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;

County of Gloucester  
Human Resources Manual

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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.

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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):

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**RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A  
COLLECTIVE BARGAINING AGREEMENT WITH THE ASSOCIATION OF  
ASSISTANT PROSECUTORS OF GLOUCESTER COUNTY  
FROM JANUARY 1, 2013 TO DECEMBER 31, 2016**

**WHEREAS**, the County of Gloucester and the *Association of Assistant Prosecutors of Gloucester County*, have negotiated a Collective Bargaining Agreement (herein referred to as "Agreement"), for those employees of Gloucester County represented by said Association of Assistant Prosecutors of Gloucester County; and

**WHEREAS**, under the terms of the Collective Bargaining Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2013 through December 31, 2016; and

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

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *Association of Assistant Prosecutors of Gloucester County* which Agreement is incorporated herein by reference;
2. Said Agreement shall be effective for the period beginning January 1, 2013 and concluding December 31, 2016.
3. That the appropriate County Officials shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Tuesday, November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

A5

**AGREEMENT BETWEEN THE**

**THE GLOUCESTER COUNTY PROSECUTOR**

**TOGETHER WITH**

**THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS**

**AND**

**THE ASSOCIATION OF ASSISTANT PROSECUTORS OF GLOUCESTER  
COUNTY**

**JANUARY 1, 2013 THROUGH DECEMBER 31, 2016**

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**PREAMBLE**

This agreement is entered into by and between the Gloucester County Prosecutor, together with the Board of Chosen Freeholders (hereinafter referred to as "the Employer") and the Association of Assistant Prosecutors of Gloucester County (hereinafter referred to as "the Association"), for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

Now, therefore, in consideration of the mutual covenants and understandings expressed therein, the parties agree as follows:

**ARTICLE I**  
**RECOGNITION**

- 1.1. The Employer recognizes the Association being the exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for employees in the Prosecutor's Office to include the following: Chief Assistant Prosecutors (which shall include only Chief of Grand Jury and Chief of Trial); Supervising Senior Assistant Prosecutors (which shall include only Senior Assistant Prosecutor – Narcotics and Senior Assistant Prosecutor – Domestic Violence); Assistant Prosecutors (which shall include all other assistant prosecutors); and for such additional classification and internal titles as the parties may agree in writing to include.
  
- 1.2. Whenever titles are used in this Agreement, they shall be understood to include the plural as well as the singular and to include males and females. Except as otherwise specifically noted, a reference to "employees" or to "Assistant Prosecutors" shall refer to all employees covered by this Agreement.

**ARTICLE II**  
**RESPONSIBLE UNION-EMPLOYER RELATIONSHIP**

- 2.1. The Employer and the Association recognize that it is in the best interests of both parties, the Employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Association and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Association's status as the exclusive bargaining representative of all Employees covered by this Agreement.

**ARTICLE III**  
**NON-DISCRIMINATION**

- 3.1 In accordance with relevant law and to the extent of statute, no employee will be discriminated against on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability, perceived disability, AIDS and HIV status, religious affiliation, or legal participation or non-participation in Association activities.

**ARTICLE IV**  
**HOURS OF WORK**

- 4.1 Working hours for all Employees covered by this Agreement are generally from 8:30 a.m. until 4:00 p.m. However, with the prior consent of the Prosecutor, or his/her designee, all Employees covered by this Agreement may vary their work hours with the first consideration being the present needs of the Prosecutor's Office.
- 4.2 It is recognized that certain Employees covered by this Agreement may be assigned to responsibilities that take place outside of the general daily working hours set forth in Section 5.1. On such occasions, the Employee shall be assigned flexible hours with the prior consent of the Prosecutor or his/her designee consistent with the total general daily working hours set forth in Section 5.1.

**ARTICLE V**  
**SALARIES AND WAGES**

- 5.1 The base salary for Assistant Prosecutors covered by this Agreement shall be dictated by Exhibit A. Each job classification shall be assigned a salary scale as shown in Exhibit A or as otherwise agreed by the parties. The starting salary for each job classification shall be 1. Incremental or step increases shall be granted annually to all employees on steps 1 through 20, advancing continuously through the scales as of the first day of the calendar quarter following the Employee's anniversary of hire. Following the ratification of this Agreement, with an effective January 1, 2013, each employee currently on payroll in the title of Assistant Prosecutor will be placed on the scale nearest to the sum of the employee's salary as of December 31, 2012 plus 2% (two percent).
- 5.2 The base salary for Chiefs and Sr. Assistant Prosecutors shall proceed according to Exhibit A and be effective as of January 1, 2013.
- 5.3 In the event that more than one salary exists for a Supervising Assistant Prosecutor or Chief Assistant Prosecutor, an employee promoted to Supervising Assistant Prosecutor or Chief Assistant Prosecutor will move into the lower salary amount for the title as shown on the salary schedule, Exhibit A.
- 5.4 All new hires will begin at salary scale 1 and progress through the salary scale as indicated in 5.1. Any vacant Supervising Assistant Prosecutor or Chief Assistant Prosecutor position shall be filled via the promotion of an Employee that was covered by this contract at the time of the vacancy. All promotions are at the sole discretion of the Prosecutor.

**ARTICLE VI**  
**CONTINUING LEGAL EDUCATION ASSISTANCE/INCENTIVE**

- 6.1 The Employer agrees to reimburse tuition and book costs upon satisfactory completion up to a maximum of \$800 per Employee covered by this Agreement for courses per year that are related to, or may lead to the advancement in related positions as determined by the Gloucester County Prosecutor or his designee, for the year of 2013. Effective January 1, 2014, this provision is null and void.
  
- 6.2 The Employer agrees to reimburse for all mandatory continuing legal education expenses as mandated by the New Jersey Supreme Court subject to the prior approval of the Prosecutor and County Administrator. The County Administrator shall approve all requests so long as the employee has credit requirements that must be fulfilled.

**ARTICLE VII**  
**OVERTIME COMPENSATION**

- 7.1 Members of the Association are professional employees under the FLSA and may work more than the general work hours without any additional compensation, subject to the provisions of this Article regarding compensatory time.
- 7.2 Employees shall be entitled to a maximum of sixty-five hours of compensatory time which must be utilized by no later than the end of the calendar year in which it is earned. Compensatory time may be earned by working those hours in the office or in court either before and/or after the general daily working hours set forth in Section 5.1 of this Agreement or, in the case of approved flex time, by working those hours either before and/or after the approved flex time hours. Any request for compensatory time earned outside the office or courtroom must be pre-approved by the Prosecutor of his/her designee in writing.
- 7.3 Employees shall be responsible for using compensatory time off no later than the end of the calendar year in which it is earned. However, Employees shall be permitted to carry over compensatory time for any of the reasons enumerated in Sections 7.3.1 through 7.3.3. Employees who fail to use their accumulated compensatory time by the end of the calendar year, subject to Sections 7.3.1 through 7.3.3 shall lose such compensatory time. Employees who resign in good standing with a balance of unused compensatory time shall be paid at the regular straight-time rate of pay for such time. Official compensatory time records shall be made available for inspection by Employees upon reasonable request.
- 7.3.1 The time was earned in the month of December.
- 7.3.2 The Employee was prevented from using his or her compensatory time because of the pressure of County business or because of approved absence from duty.
- 7.3.3 The Employee's compensatory time balance is less than one full working day.

**ARTICLE VIII**  
**TRAVEL EXPENSES**

- 8.1 The Employer agrees to reimburse Employees who are required to use their personal vehicles for the conduct of County business in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. Expenses incurred for tolls and parking fees shall likewise be reimbursed.
- 8.2 In the event any Employee is required to travel outside of Gloucester County in the course of employment for which an overnight stay is required, the Employee will be reimbursed for necessary meal expenses at a maximum rate of ten dollars for breakfast, fifteen dollars for lunch, and twenty-five dollars for dinner. Nothing herein shall preclude the Employer from allowing a higher rate or including an in-county allowance at its sole discretion because of unusual circumstances.

**ARTICLE IX**  
**HEALTH BENEFITS**

- 9.1 The Employer will provide medical, prescription drug and vision care benefits as follows to each eligible employee and his or her dependents as described in 9.2 (including subsections of 9.2). For purposes of this section, eligible employees are understood to be all full-time employees and all part-time employees who are regularly scheduled to work an average of at least twenty hours per week.
- 9.2.1 Medical coverage will be in accordance with the plans offered by the State Health Benefits Program.
- 9.2.2 Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program.
- 9.2.3 It is understood that the vision care shall remain a separate policy providing coverage in addition to the vision care coverage provided under the Employer's medical plans. Allowances for the following items shall be as follows: examination, \$30; frames, \$20; single-vision lenses, \$30; bifocal lenses, \$40; trifocal lenses, \$50; lenticular lenses, \$100; contact lenses, \$200.
- 9.3 The Employer agrees to provide disability coverage to all eligible Employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.
- 9.4 The Employer shall continue to provide dental insurance for employees in accordance with the current indemnity plan. The same coverage shall be offered for dependents of employees. There shall be no deductible for any of the services provided under the plan. As an alternative to the indemnity plan, the Employer shall offer coverage through a dental plan organization, in accordance with the existing terms. Employees who elect to enroll in the dental plan may also enroll their dependents.
- 9.4.1 Employees who do not have medical and prescription coverage pursuant to Section 9.1 above but receive dental coverage under this section, at a cost to the Employer which shall be capped at \$31, will make contributions toward the cost of coverage through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Any and all costs over \$31 shall be the responsibility of the Employee
- 9.4.2 Open enrollment periods for the dental plans shall be in November of each year, for coverage beginning on January 1.
- 9.5 Employees who terminate their employment or begin unpaid leaves of absence after the fifth day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins.

Employees on approved leaves of absence may continue coverage thereafter at their own expense by paying the applicable premium charges to the Employer four weeks in advance of the coverage month.

- 9.6 Insurance coverage will be provided to retirees as provided in all subsections to this Paragraph.
- 9.6.1 The Employer shall continue medical coverage for Employees who retire on pension with at least twenty-five years or more of credited service in the Public Employees Retirement System (PERS), together with their dependants (including survivors). In addition, coverage shall be continued for all Employees who retire through PERS on a disability pension, together with their eligible dependants at the time of retirement.
- 9.6.2 The Employer will provide for continuation of prescription benefits to all Employees who retire with at least twenty-five years of credited service in PERS with at least seven years with the County of Gloucester. Such coverage shall be limited to Employees and eligible dependants at the time of retirement.
- 9.6.3 The Employer will provide medical and prescription benefits that are substantially the same as, or equivalent to, the benefits they would receive if still actively employed. Retirees will not be required to pay contributions toward the cost of their post-retirement coverage except as may be required by law.
- 9.6.4 Insofar as permitted by law, the Employer will allow Employees who retire to continue any group health benefits that are not paid for by the employer after retirement pursuant to 9.2.1 and 9.2.2 by paying the premium costs for such coverage themselves.
- 9.7 The Employer reserves the right to change insurance carriers or plans so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).
- 9.8 In January of each year, Employees who are enrolled in the medical or prescription plans pursuant to this Article may elect to waive either or both coverages, subject to Sections 9.8.1 through 9.8.4.
- 9.8.1 Employees will be permitted to waive employer-provided medical coverage only upon furnishing proof of other medical coverage through a spouse's employer or other source.
- 9.8.2 Waivers of coverage shall remain in effect unless the Employee elects to re-enroll during a subsequent open enrollment period or unless the employee loses his or her alternative coverage (as, for example, by termination of a spouse's employment). An Employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employer's plan within sixty days after

giving notice or as soon thereafter as is permitted under the insurance then in effect.

9.8.3 Waivers of coverage will take effect January 1 following the employee's election.

9.9 The Employer will offer a plan by which Employees may set aside a portion of their salaries in the form of flexible spending accounts pursuant to Section 125 of the Internal Revenue Code, for payment of unreimbursed medical or dependant care expenses. The terms of the plan will be subject to the approval of both the Association and the Employer.

9.10 Employees will contribute toward the cost of health benefit coverage as required by law. Contributions will be made by payroll deduction on a pre-tax basis pursuant to a plan adopted under Section 125 of the Internal Revenue Code.

**ARTICLE X**  
**CREDIT UNION CHECKOFF**

- 10.1 The Employer agrees to make payroll deductions for any Employee, upon written request, to be paid to an appropriate Credit Union as authorized by 40A:9-17.

**ARTICLE XI**  
**VACATION TIME**

- 11.1 Employees shall be credited with vacation leave based upon their years barred as an attorney in good standing in the State of New Jersey. During the first calendar year of such Bar membership, Employees will earn one vacation day for each month worked in that year.
- 11.2 Beginning with the second calendar year of such Bar membership, Employees will be entitled to vacation time equal to 12 working days.
- 11.3 Beginning with the year in which the Employee's fifth anniversary of Bar membership falls, Employees will be entitled to vacation time equal to 15 working days.
- 11.4 Beginning with the year in which the Employee's twelfth anniversary of Bar membership falls, Employees will be entitled to vacation time equal to 20 working days.
- 11.5 Beginning with the year in which the Employee's twentieth anniversary of Bar membership falls, Employees will be entitled to vacation time equal to 25 working days.
- 11.6 Vacation time shall be used in one-day increments. Where, in a calendar year, vacation time, or any part thereof, is not used, vacation time equal to eight working days will be carried forward into the next succeeding year only and will be scheduled to be used in the next succeeding year. Any additional vacation time left unused at the end of a calendar year may be carried forward upon the written approval of the Prosecutor or his/her designee, which will not be unreasonably denied.
- 11.7 Accrued, unused vacation leave shall be paid to the estate of a deceased Employee. Any Employee retiring or otherwise separating shall be entitled to a pro rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave carried over from the previous year will be included.
- 11.8 Part-time Employees shall be credited with vacation time as specified above and pro-rated based on the percentage of full-time hours worked, rounded up to the next whole day.

**ARTICLE XII**  
**HOLIDAYS**

12.1 The following shall be the minimum number of paid holidays per year:

New Year's Day	Memorial Day	Veterans' Day
MLK's Birthday	Independence Day	Thanksgiving Day
Labor Day		Day after Thanksgiving
Washington's Birthday		Christmas Day
Good Friday	Election Day	Columbus Day

Additional holidays shall be granted as legally mandated or by determination of the Employer. Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday.

**ARTICLE XIII**  
**SICK LEAVE**

- 13.1 "Sick leave" is hereby defined as leave from work due to personal illness other than a workplace accident or exposure to contagious disease. Sick leave may also be used for short periods of attendance of the Employee to a member of their immediate family who is seriously ill. A doctor's note attesting to the need for the employee's attendance may be required by the Prosecutor in cases of suspected abuse or extended sick leave of five (5) days or more. Unused sick leave shall accumulate from year to year.
- 13.2 Sick leave equal to one working day shall accrue for each month worked during the first calendar year of an employee's employment. Employees shall be entitled to sick leave equal to fifteen working days for each subsequent calendar year after the first. Sick leave shall be credited, pro-rated to part-time Employees based on the percentage of full-time hours worked and rounded up the next whole day.
- 13.3 The term "immediate family" is hereby defined as an employee's parents, siblings, spouse, children or foster children and other relatives living in the employee's household.
- 13.4 Employees who are absent for reasons that entitle him/her to sick leave shall call his/her supervisor at least one hour prior to the Employee's usual reporting time, except in emergency circumstances. However, in all circumstances, an Employee who is absent for reasons that entitle him/her to sick leave shall notify his/her supervisor prior to the Employee's usual reporting time. Failure to give such notice may be cause for the denial of the use of sick leave for that absence. Future occurrences may give cause to a verbal warning.
- 13.5 Supplemental compensation for retirees
- 13.5.1 Payment upon retirement – Upon retiring on pension, an Employee shall be eligible for a one-time supplemental payment based on the number of unused sick days remaining to the Employee's credit in accordance with 13.5.2.
- 13.5.2 Calculation of payment to retirees – The supplemental payment for retirees will be calculated as follows:
- a. The number of unused sick days will be divided in half;
  - b. The result of "a" will be multiplied by the value of a day's pay for the Employee at retirement;
  - c. The resulting figure will constitute the supplemental payment, except that in no case shall such payment exceed \$15,000

**ARTICLE XIV**  
**BEREAVEMENT**

- 14.1 Employees shall be entitled to bereavement time equal to four working days per death of an immediate family member. For the purposes of this Section, "immediate family" is defined as parents, parents-in-law, spouse, siblings, grandparents, children, grandchildren and foster children. Such bereavement time will not be deducted from annual sick leave.

**ARTICLE XV**  
**MISCELLANEOUS PAID LEAVE**

- 15.1 *Administrative Leave.* Employees shall be allowed three days off with pay annually for personal business, except that Employees hired on or after July 1 shall be entitled to one administrative leave day in the first calendar year of service. Except in cases of emergency, requests for administrative leave shall be submitted to the appropriate department head at least two working days in advance of the requested leave date. It is understood that in order to maintain sufficient service levels, the Employer reserves the right to deny a request for administrative leave if services would be interrupted, hindered, or obstructed.
- 15.2 *Emergency Excusals.* In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the Employees from work without loss of pay. Employees who are required to work on such days while the rest of the work force is excused shall receive compensatory time equal to the time worked on such days or cash at the option of the Employer.
- 15.3 *Jury Duty.* Employees called for jury duty shall not suffer loss of pay for such service. An Employee shall be required to turn over to the Employer any per diem fee received for jury duty in such cases.
- 15.4 *Military Leave.* Employees in the military service, including New Jersey National guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law or County ordinance or resolution. Employees with weekend military obligations whose normal work schedule requires them to work on some or all weekends may have their weekend work schedule amended by the Employer during such week so that there will be no conflict and the County and military obligations may both be met without additional cost to the Employer.

**ARTICLE XVI**  
**UNPAID LEAVES OF ABSENCE**

16.1 Upon request, an Employee may be granted a leave of absence without pay for up to six months where necessary for medical, maternity or paternity, or for other reasons satisfactory to the Employer. Such leave may be extended for an additional six months where circumstances warrant. Requests for leave shall not be unreasonably denied. Upon returning from an approved leave, an employee shall be restored to his or her previous position or to an equivalent position.

(a) An employee requesting medical leave will be required to provide a medical certification explaining why leave is needed.

(b) Requests for leave shall be made at least two weeks in advance whenever possible. If two weeks' notice is not possible, the employee shall give notice as soon as practicable. Except in cases of emergency, requests shall be in writing. The Employer shall respond promptly in writing as well.

(c) When requesting leave, an employee shall specify the starting date and the anticipated date of return in so far as possible. If there is to be a change in the return date, the employee will be responsible for notifying the Employer with reasonable promptness, but in no event less than two working days prior to the new return date, unless notice is waived by the Employer.

(d) Before returning to work, employees who are on leave because of their own illness or injury may be required to submit a certification from their health care provider verifying that they are able to resume working. Notice of this requirement will be given to each affected employee sufficiently in advance of the anticipated return date.

16.2 Disability due to pregnancy shall be considered as any other disability in accordance with Federal law.

16.3 All applicable requirements of the State Family Leave Act and the Federal Family and Medical Leave Act shall be followed with respect to employees who request leave for

- (a) childbirth
- (b) care of a newborn child
- (c) care of a newly adopted child
- (d) care of a newly placed foster child
- (e) care of a parent, child or spouse with a serious health condition
- (f) serious health condition on the part of the employee.

In accordance with the FMLA, Employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding twelve months (1,000 hours under the FLA) are entitled to twelve weeks of qualifying leave during a twelve-month period (24-month period under the FLA). An employee's twelve-week leave period shall be measured beginning with his/her first day of FMLA leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. However, paid vacation, administrative or compensatory time off shall not be counted against an Employee's twelve-week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason.

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

**ARTICLE XVII**  
**ASSOCIATION LEAVE**

- 17.1 The Employer agrees to allow a maximum total of nine days of unpaid leave annually which may be divided amongst a maximum of three designated officers of the Association to participate in Association activities. The Association shall determine how to divide the leave. Such days may be utilized in one-half-day increments. In January of each year, the Association shall notify the Employer of the names of the three officers who are eligible to use such Association leave days, and shall also notify the Employer of any changes in the designated officers during the course of the calendar year.
- 17.2 In addition to the Association leave set forth in 17.1, no Association representative shall suffer a loss in pay while attending any jointly agreed Union-Employer meeting, or for reasonable travel time to and from such meetings. It is understood that such joint meeting and travel time is considered work time. This section is not intended to include time other than the regularly scheduled base work day.

**ARTICLE XIII**  
**DISCIPLINARY ACTIONS**

- 18.1 The following subsections shall be acceptable pre-disciplinary procedures.
- 18.1.1 The Association and the Employer may agree to confer regarding resolution of problems in order to prevent disciplinary action.
- 18.1.2 Counseling and oral warnings are appropriate pre-disciplinary actions to be taken at the Employer's discretion. Counseling and oral warnings are not discipline and are not subject to the grievance or arbitration provisions of this contract.
- 18.1.3 Copies of written warnings must be provided to the employee who may respond in writing. The written response will be attached to the written warning and placed in the employee's personnel file.
- 18.2 Disciplinary actions may include written reprimands, suspensions, demotions and termination from employment.
- 18.3 Discipline shall be imposed for just cause only. The Prosecutor shall bear the burden of proof. After twelve consecutive months without further discipline of the Employee in question, the Employer shall not use a written warning for further, progressive discipline.
- 18.4 Discipline shall be progressive in nature and corrective in aim. Disciplinary action shall be initiated for acts occurring within six (6) months of an event or when management should reasonably have become aware of the event.
- 18.5 Any Employee who is subject to questioning by the Employer or his/her designee and has reasonable cause to believe that discipline may result, is entitled to Association representation during such questioning. The Employer shall notify the employee that the potential for discipline may exist and of the employee's right to Association representation. Association representation may include the President or other Employee designated by the Association to handle grievances.
- 18.6 Written Notice of Proposed Disciplinary Action shall be provided to the employee. Such notices shall state the nature of the charges, the alleged acts upon which the charges are based and the nature of the discipline to be imposed. Copies of disciplinary notices shall be provided to the Association as soon as possible but not more than 24 hours after being given to the employee.
- 18.7 The following subsections shall be the disciplinary hearing procedure.
- 18.7.1 The hearing officer shall be fair and impartial and conduct a full due-process hearing.

- 18.7.2 Within ten business days after receiving a Notice of Proposed Disciplinary Action, Employees may request a hearing, which shall be held within fifteen business days unless agreed otherwise. If no hearing is requested within ten business days of receipt of the Notice of Proposed Disciplinary Action, it is deemed waived. A Final Notice of Disciplinary Action shall be issued and discipline shall be imposed.
- 18.7.3 The Employee may be represented at the hearing by an Association representative or representatives. The Employer shall issue a decision and furnish the Employee and the Association with a Final Notice of Disciplinary Action within ten business days after the hearing, or such additional time as may be agreed to by the parties.
- 18.7.4 Upon request by the Union, the Employer shall provide the Union, within 10 days prior to a hearing, with copies of all documents and any other information which is relied upon to determine the charges and the penalty imposed on an Employee.
- 18.7.5 Hearings involving Minor Discipline
- 18.7.5.1 Minor discipline is defined as a written reprimand and/or suspension of five business days or less.
- 18.7.5.2 Hearings involving suspensions shall be conducted by a hearing officer assigned by the Prosecutor but shall be a member of legal staff. The scheduling of said hearings will be mutually agreed upon by the Employer, the hearing officer, and the Union.
- 18.7.5.3 Hearings involving written reprimands shall be conducted by a local hearing officer.
- 18.7.6 Hearings involving Major Discipline
- 18.7.6.1 Major discipline is defined as termination, disciplinary demotion, suspension for more than five business days per incident (in five-day blocks) and suspension for five business days if the aggregate number of business days for which the Employee is suspended in the calendar year is fifteen or greater.
- 18.7.6.2 Hearings involving major discipline shall be conducted by a hearing officer assigned by the Prosecutor. The scheduling of said hearings will be mutually agreed upon by the Employer, the hearing officer and the Union.
- 18.7.6.3 Hearing officers shall make findings of fact and an advisory recommendation to the Prosecutor. A copy of the hearing officer's decision will be provided to the parties. The Prosecutor, or his/her designee, shall issue a written final determination. The Prosecutor, or his/her designee, can accept, reject, or modify the hearing officer's decision. If the hearing officer's decision is

rejected or modified, the Prosecutor, or his/her designee, shall give reasons for such rejection or modification in the final, written determination.

18.7.6.4 The Association shall have the right to respond to the hearing officer's recommendation stating its objections or areas of disagreement. The Association shall have five working days of receipt of the hearing officer's report to respond.

#### 18.8 Miscellaneous Provisions

18.8.1 Hearings conducted pursuant to this Article shall be fair and impartial and shall provide, at a minimum, for examination and cross-examination of witnesses and procedures for the authentication of evidence to be introduced. Either the Employer or the Association may make a verbatim record of the hearing through a certified court reporter or tape recording, but no recording of such proceedings shall be made without notification to the other party. The party making the verbatim record shall provide the other party with a copy of the record without charge.

18.8.2 No Employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings. Any employee who is involved in a hearing as a witness, representative, or resource person will be allowed to attend such proceedings without loss of pay or benefit time.

18.9 The final, written determination of the Prosecutor, or his/her designee, shall be subject to appeal by the Association through the arbitration procedure set forth in Article 19.

**ARTICLE XIX**  
**GRIEVANCE PROCEDURE**

19.1 Grievance Defined

19.1.1 A grievance is a claimed breach, misinterpretation or improper application of the terms of this contract; or a claimed violation, misinterpretation or misapplication of rules or regulations, existing policies or practices, orders, agreements, administrative decisions, or laws applicable to the Employer and policies applicable to the Employee which establishes terms and conditions of employment.

19.1.2 Disciplinary matters as set forth in Article XIII are not subject to the pre-arbitration provisions of the grievance procedure set forth in this article. Rather, they will be conducted pursuant to the procedures set forth in Article XIII. However, appeals of the final determination of the Prosecutor with respect to discipline shall be subject to the binding arbitration provisions of this Article.

19.2 The purpose of the Grievance Procedure is to secure prompt and equitable resolutions to problems regarding the administration of this Agreement or other terms and conditions of employment. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the Employer upon written request. The procedure set forth in this Article shall be the sole and exclusive means of seeking adjustments and settling grievances.

19.3 General Rules

19.3.1 Grievances may be filed by the Union, and shall be governed by the procedures set forth herein. The Association may submit a grievance either within the time limits referred to herein or, with the consent of the Prosecutor, which consent shall not be unreasonably withheld, within thirty business days of the occurrence giving rise to the grievance. An employee or group of employees involved shall be entitled to be present and to use the grievance procedure with the consent of the Association and to be represented by the Association in accordance with the provisions herein.

19.3.2 Employees using this grievance procedure shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use or representation by the Association during the grievance procedure, or for being a witness or other participant in the grievance procedure.

19.3.3 The Association may undertake to amend the grievance during any step of the procedure. It is understood that such amendment is only for the purpose of

clarification and shall not be utilized to change the nature of the grievance or to include additional issues.

- 19.3.4 Meetings and/or hearings shall be scheduled by the Employer after consultation with the Association as to availability of mutually convenient dates and times within the time limits set forth herein.
- 19.3.5 The number of days indicated at each step of the grievance procedure shall be considered the maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual, written consent.
- 19.3.6 The lack of response by the Employer within the prescribed time periods, unless time limits have been extended by mutual, written agreement, should be construed as a negative response.
- 19.3.7 The Association representative shall have the right directly to examine or cross-examine witnesses who appear at a hearing at any step of this procedure. The Association shall have the right to be present and to state its views at all steps of the grievance procedure.
- 19.3.8 At each step of the procedure, all grievance decisions shall include a written explanation of the reason for the decision.
- 19.3.9 The Employer shall provide both the grievant and the Association with a copy of the grievance decision at each step of this procedure.
- 19.3.10 A Association Representative or steward shall be permitted reasonable time to investigate grievances and reasonable time to present and process grievances during working hours without loss of pay or time.
- 19.3.11 Any Employee scheduled by the parties during his/her working hours to participate in grievance procedures shall suffer no loss in pay or benefits for appearances in grievance hearings. There shall be no claim for compensatory time in the event the grievance hearing extends beyond the employee's normal work day.
- 19.3.12 Where the employee or the Association requests employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness of such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during his/her normal scheduled working hours. There shall be no claim of compensatory time in the event the grievance hearing extends beyond the witness' normal work day.
- 19.3.13 The burden of proof shall be on the grievant.

19.3.14 The Employer, at any step of the grievance process, may consolidate two or more grievances on the same issue and process them as a group grievance.

19.3.15 The parties shall submit a list of witnesses, grievants and Association representatives attending the hearing to the hearing officer at least three business days in advance.

19.4 A Preliminary Informal Procedure shall be recognized. An Employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. A verbal disposition of the grievance shall be given to the grievant within five business days. The Employee has the option of having a Association Representative present for the discussion. However, the Association shall not be bound by any informal settlement between the Employee and his/her supervisor. This informal step does not preclude or mitigate the employee or Association from utilizing the full formal grievance procedure described in this article.

#### 19.5 Formal Grievance Procedure

19.5.1 The grievant, through the Union, may present the grievance in writing to the Prosecutor within twenty (20) business days of the date the grievant knew or should have known of its occurrence.

19.5.2 The Association shall be notified by the Prosecutor within two (2) business days of a grievance that is received from an employee.

19.5.3 A meeting shall be scheduled between the Association Representative and the Prosecutor within ten (10) business days of receipt of the grievance, at which witnesses may be presented, examined, and cross-examined. A written disposition of the grievance shall be given to the grievant and the Association within five business days of the meeting. The 10-day deadline may be extended only by mutual agreement.

#### 19.6 Arbitration

19.6.1 A grievance which is not satisfactorily resolved may be appealed to arbitration only by the Association through its designee within thirty calendar days from the date the Association received the Prosecutor's written disposition of the grievance. If no written decision is received, then a grievance may be appealed within forty-five calendar days from the conclusion of the procedure outlined in Section 19.5 et. seq. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issues or issues absent a settlement.

19.6.2 A final written determination of the Prosecutor imposing discipline, as set forth in Article 18 of this Agreement, may be appealed to arbitration by either the Association or the employee who has been disciplined within thirty calendar days

from the date that the Association and the employee received the formal, written determination of the Prosecutor, or if no formal, written decision is issued, within forty-five calendar days of the imposition of the disciplinary penalty. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.

19.6.3 The parties herewith agree to utilize the panel of arbitrators maintained by the New Jersey Public Employment Relations Commission ("PERC"), and shall follow the procedures set forth by PERC for grievance arbitration matters.

19.6.4 The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State of New Jersey, or any written policy of the Prosecutor not inconsistent with this Agreement, or to determine any dispute involving the exercise of management functions which are within the authority of the Prosecutor, and shall confine his/her decision solely to the interpretation and application of this Agreement. The arbitrator shall be confined to the precise issues submitted, and the arbitrator shall not submit observations or opinions which are not essential in reaching the determination of the issues presented. The decision of the arbitrator shall be final and binding consistent with applicable law and this Agreement. The fees and expense of the arbitrator shall be divided equally between the Employer and the moving party. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost.

19.6.5 The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty calendar days after the close of the hearing.

**ARTICLE XX**  
**PERSONNEL RECORDS**

- 20.1 A complete copy of each employee's personnel records shall be provided to that employee upon reasonable request at no cost to the employee. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.
- 20.2 No disciplinary document shall be placed in an employee's official personnel record file unless such document is first provided to the employee.
- 20.3 The Employer shall furnish, upon reasonable prior request, a listing of all new hires, terminations, title changes and reassignments of all employees and home addresses of Employees to the Union.

**ARTICLE XXI**  
**MANAGEMENT RIGHTS**

- 21.1 The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:
- 21.1.1 The executive management and administrative control of the County Government and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may, from time to time, be determined by the Employer.
- 21.1.2 To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- 21.1.3 The right of management to make, maintain, and amend such reasonable rules and regulations as it may, from time to time, deem best for the purpose of maintaining order, safety, and/or the effective operation of the County after advance notice thereof to the Employees and to require compliance by the Employees is recognized.
- 21.1.4 To hire all employees, and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer Employees.
- 21.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law and pursuant to the disciplinary procedures set forth above.
- 21.1.6 To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason. Lay-offs pursuant to this provision shall be made on the basis of seniority, with those Employees with the least seniority being laid off first.
- 21.1.7 To subcontract any of the work performed by Employees covered by this Agreement for reasons of economy or other legitimate business reasons provided the Association is consulted sixty days in advance.
- 21.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof

are in conformance with the Constitution and laws of New Jersey and of the United States.

- 21.3 Nothing contained in this Agreement shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

**ARTICLE XXII**  
**INDEMNIFICATION**

- 22.1 The Employer indemnifies and holds an employee harmless for any damages relating to and/or resulting from any tort claim, federal claim, or any civil action of local, State or Federal law arising from the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, or intentional wrongdoing. The employee shall be entitled to indemnification by the County, including but not limited to that provided by N.J.S.A. 59:10-4, and/or by the State as provided by *Wright v. State of New Jersey*, 169. NJ 422 (2001).
- 22.2 The Employee shall notify the Prosecutor and County within five (5) business days of receipt of the notice or action.

**ARTICLE XXIII**  
**SEVERABILITY**

- 23.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXIV**  
**MEMBERSHIP FEES**

- 24.1 It shall be the responsibility of the Employer to pay the fee for the Clients' Protection Fund as well as any other fees required by the New Jersey State Bar Association and by the Gloucester County Bar Association for an attorney to remain in good standing in the Bar of the State of New Jersey.
- 24.2 The Employer shall pay annual dues for each eligible employee to the New Jersey Assistant Prosecutor's Association. As per letter dated October 31, 2005, authored by Jessica S. Oppenheim, Assistant Attorney General, Chief of the Prosecutors' Supervision and Coordination Bureau, funds obtained through forfeiture proceedings may be used to pay the membership dues, if the Employer so wishes.

**ARTICLE XXV**  
**FULLY-BARGAINED AGREEMENT**

- 25.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 25.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE XXVI**  
**MAINTENANCE OF BENEFIT**

- 26.1 Proposed New Rules and/or modifications of existing rules governing working conditions shall be negotiated with the Association and shall not be implemented without Association agreement.

**ARTICLE XXVII**  
**ASSOCIATION RIGHTS AND ACCESS**

- 27.1 Association Representatives. The Association has the sole right and discretion to designate Employees who are authorized to serve as the Association's representatives, including President, Treasurer, Secretary, Bargaining Committee and any other office that is required for the functioning of the Association. The Association will specify the responsibilities and authority of its representatives to act on behalf of the Association. The Association will provide the Employer with a complete list of its Office-holders and representatives.
- 27.2 The Employer shall afford to designated Association members reasonable time, during normal working hours, to conduct official business.
- 27.3 Association Communication and Information.
- 27.3.1 Reasonable space will be provided by the Employer for Association materials to be posted on centrally located bulletin boards at such work sites as shall be mutually agreed upon. This space shall be designated solely for Association use.
- 27.3.2 When telephone messages for Association representatives are received by the Employer, the message will be delivered to the representative at the earliest possible time.
- 27.3.3 Association representatives whose names have been provided in advance to the Employer shall be admitted to the premises of the Employer on Association business. Requests for visits shall be given with reasonable advance notice to the Employer and shall not be unreasonably denied.
- 27.3.4 The Association and Employer agree that the Association may utilize telephone, fax and email to communicate with members and its representatives related to Association matters.

**ARTICLE XXIII**  
**TERMS OF AGREEMENT**

28.1 This Agreement shall be effective immediately on the date of signing below and shall continue in full force and effect through December 31, 2016. The parties shall commence negotiations on a successor Agreement pursuant to the regulations of the Public Employment Relations Commission.

**IN WITNESS THEREOF**, the parties have caused their duly authorized representatives to affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
**FOR THE ASSOCIATION**

\_\_\_\_\_  
**Sean Dalton, Prosecutor**

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

\_\_\_\_\_  
**Chad M. Bruner**  
**County Administrator**

Exhibit A - Salary Schedule

2013		2.00%									
		1	2	3	4	5	6	7	8	9	10
Asst	\$54,913	\$59,837	\$61,761	\$63,685	\$65,609	\$67,533	\$69,457	\$71,381	\$73,305	\$75,229	
Pros	\$77,153	\$79,077	\$81,001	\$82,925	\$84,849	\$86,773	\$88,697	\$90,621	\$92,545	\$97,835	
Suprs (no steps)		2.00%									
Supr AP1	\$99,390	Chief AP1									\$108,239
Supr AP2	\$102,312	Chief AP2									\$110,074

2014		1.00%									
		1	2	3	4	5	6	7	8	9	10
Asst	\$55,462	\$60,435	\$62,379	\$64,322	\$66,265	\$68,208	\$70,152	\$72,095	\$74,038	\$75,981	
Pros	\$77,925	\$79,868	\$81,811	\$83,754	\$85,697	\$87,641	\$89,584	\$91,527	\$93,470	\$98,813	
Suprs (no steps)		2.00%									
Supr AP1	\$101,378	Chief AP1									\$110,404
Supr AP2	\$104,358	Chief AP2									\$112,276

2015		1.60%									
		1	2	3	4	5	6	7	8	9	10
Asst	\$56,294	\$61,342	\$63,314	\$65,287	\$67,259	\$69,231	\$71,204	\$73,176	\$75,149	\$77,121	
Pros	\$79,093	\$81,066	\$83,038	\$85,011	\$86,983	\$88,955	\$90,928	\$92,900	\$94,873	\$100,296	
Suprs (no steps)		2.00%									
Supr AP1	\$103,405	Chief AP1									\$112,612
Supr AP2	\$106,446	Chief AP2									\$114,521

2016		1.75%									
		1	2	3	4	5	6	7	8	9	10
Asst	\$57,279	\$62,415	\$64,422	\$66,429	\$68,436	\$70,443	\$72,450	\$74,457	\$76,464	\$78,471	
Pros	\$80,478	\$82,464	\$84,491	\$86,498	\$88,505	\$90,512	\$92,519	\$94,526	\$96,533	\$102,051	
Suprs (no steps)		2.00%									
Supr AP1	\$105,473	Chief AP1									\$114,864
Supr AP2	\$108,574	Chief AP2									\$116,812

AL

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF NOVEMBER 2013**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending November 22, 2013; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending November 22, 2013.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending November 22, 2013, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending November 22, 2013, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A7

**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 **\$4,013.00**, which item is now available as a revenue from the New Jersey Department of Labor and Workforce Development SmartSTEPS, to be appropriated under the caption of the New Jersey Department of Labor and Workforce Development SmartSTEPS - *Other Expenses*;
- (2) The sum of **\$25,000.00**, which item is now available as a revenue from the New Jersey Department of Health Local Core Capacity for Public Health Emergency Preparedness, to be appropriated under the caption of the New Jersey Department of Health Local Core Capacity for Public Health Emergency Preparedness- *Other Expenses*;
- (3) The sum of **\$18,496.00**, which item is now available as a revenue from the New Jersey Department of Human Services Social Services for the Homeless, to be appropriated under the caption of the New Jersey Department of Human Services Social Services for the Homeless - *Other Expenses*;
- (4) The sum of **\$173,483.00**, which item is now available as a revenue from the New Jersey Governor's Council on Alcoholism and Drug Abuse Municipal Alliance, to be appropriated under the caption of the New Jersey Governor's Council on Alcoholism and Drug Abuse Municipal Alliance - *Other Expenses*;
- (5) The sum of **\$60,950.00**, which item is now available as a revenue from the New Jersey Department of Environmental Protection County Environmental Health Act (CEHA), to be appropriated under the caption of the New Jersey Department of Environmental Protection County Environmental Health Act (CEHA) - *Other Expenses*;
- (6) The sum of **\$100,000.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Driving Under the Influence Sobriety Checkpoint, to be appropriated under the caption of the New Jersey Department of Law and Public Safety Driving Under the Influence Sobriety Checkpoint - *Other Expenses*;
- (7) The sum of **\$47,450.00**, which item is now available as a revenue from the New Jersey Department of Law and Public Safety Comprehensive Traffic Safety Program, to be appropriated under the caption of the New Jersey Department of Law and Public Safety Comprehensive Traffic Safety Program - *Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

A8

**RESOLUTION AUTHORIZING 2013 BUDGET TRANSFERS**

**WHEREAS**, the Treasurer of the County of Gloucester has recommended that there be 2013 Budget Transfers; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2013 Budget is hereby authorized:

**TRANSFER FROM**

Prosecutor– S&W	\$ 50,000.00
Senior Services – S&W	50,000.00
Animal Shelter– S&W	50,000.00
Telephone – OE	21,000.00
S&W Adjustment– S&W	<u>350,000.00</u>
	\$ 521,000.00

**TRANSFER TO**

Information Technology– OE	21,000.00
Corrections– S&W	<u>500,000.00</u>
	\$ 521,000.00

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B1

**RESOLUTION AUTHORIZING THE PURCHASE OF A 250' SECTION OF 12" HOSE  
FROM NATIONAL FOAM, INC., FOR A TOTAL CONTRACT AMOUNT OF  
\$23,350.00**

**WHEREAS**, the County has determined there is a need to replace a 250' section of 12' hose used with the Neptune equipment which was damaged on site of the Conrail train derailment and will be charged back to Conrail; and

**WHEREAS**, the Gloucester County Office of Emergency Response has recommended that the 250' section of 12" hose be purchased from National Foam, Inc. with offices at 180 Sheree Blvd, Exton, PA, 19341, for a total contract amount of \$23,350.00; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$23,350.00, pursuant to CAF# 13-08664, which amount shall be charged against two budget line item accounts C-04-07-023-250-23214 in the amount of \$12,939.52 and C-04-13-023-250-23214 in the amount of \$10,410.48; and

**WHEREAS**, as the item related to this contract is a replacement and the exact materials and technology is not being used by any other vendor for 12" hose, it is therefore an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5(1)(i); and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that 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 with National Foam, Inc., for a total contract amount of \$23,350.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

B1

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
NATIONAL FOAM, INC.**

**THIS CONTRACT** is made effective the 26<sup>TH</sup> day of November, 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 **NATIONAL FOAM, INC.**, of 180 Sheree Blvd, Exton, PA 19341 hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need to contract for 250' of 12" hose for the Neptune system, which is operated by the Gloucester County Emergency Response Center for regional responses; and

**WHEREAS**, this hose related to this contract is an expansion and ultimately proprietary to the existing Neptune equipment and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(i); and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for a period of seven (7) months from November 26, 2013 to June 25, 2014.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, for a total contract amount of \$23,350.00.

Vendor shall be paid in accordance with this Contract document upon date 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 Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

**3. DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, *Quotation No: BD-BD-071213-1*, dated July 12, 2013, which is attached hereto and made a part of this Contract.

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

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

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

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

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

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

C. 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.

D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and

will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

13. **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.

14. **CHANGES.** This Contract may be modified by 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.

15. **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.

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

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

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

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

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

**THIS CONTRACT** is effective as of the 26<sup>th</sup> day of November, 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 Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**NATIONAL FOAM, INC.**

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

# ATTACHMENT A

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

B1

Certificate of Availability of Funds

TREASURER'S NO. 13-08664 DATE 7/25/13  
C-04-07-023-250-23214 \$ 12,939.52

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
C-04-13-023-250-23214 10,410.48  
23,350.00

AMOUNT OF CERTIFICATION 23,350.00 COUNTY COUNSEL Tom Carr, CO

DESCRIPTION: 13" X 250" Angus super-agua duct flexible pipeline

VENDOR: NATIONAL FOAM INC.

ADDRESS: 180 SHEREE BLVD  
SUITE 3700  
EXTON, PA 19341

[Signature]  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 7/27/13

Nov 26, 2013  
Det [Signature]  
Michael [Signature]  
Meeting

B2

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) PORTABLE BOMB SYSTEM (X-RAY) FROM TELEVERE SYSTEMS FOR THE GLOUCESTER AND CAMDEN REGIONAL BOMB SQUAD THROUGH STATE CONTRACT #A82108, IN THE TOTAL AMOUNT OF \$24,566.00**

**WHEREAS**, the County has a need to purchase a portable Bomb System (x-ray) that will be used for security searches and inspections by the Gloucester and Camden Regional Bomb Squad; and

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

**WHEREAS**, the Gloucester County Emergency Response Center will be purchasing the portable bomb system (x-ray) through the 12<sup>th</sup> Homeland Security Funds; and

**WHEREAS**, it has been determined that the County can purchase the said portable bomb system (x-ray) from Televere Systems, 1611 Center Avenue, Janesville, WI 53545, in the amount of \$24,566.00 through State Contract #A82108; and

**WHEREAS**, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$24,566.00, pursuant to C.A.F. #13-09669, which amount, shall be charged against budget line item G-02-13-181-000-20592.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders that the County Purchasing Agent be authorized to purchase the portable bomb system (x-ray) for the Regional Bomb Squad from Televere Systems, in the amount of \$24,566.00 through State Contract #A82108.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Tuesday, November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Ba

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

Certificate of Availability of Funds

TREASURER'S NO. 13-09669 DATE 10.31.13

6-02-13-181-000-20592

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Emergency Resp.

AMOUNT OF CERTIFICATION 24,516.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: to purchase a bomb xray system for the Gloucester/Camden Regional Bomb Squad.

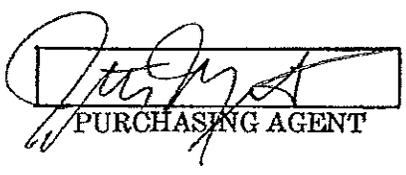
VENDOR: Televare Systems

ADDRESS: Kell Center Systems

Janesville, WI 53545



DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-21-13

BB

**A RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY  
MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED BANKBRIDGE  
DEVELOPMENT BLOCK 398 LOTS 31-33 AND 52 AND BLOCK 399 LOTS 2, 4, 5, 6, 8  
AND 17-41, TOWNSHIP OF DEPTFORD**

**WHEREAS**, the County of Gloucester desires to provide for the orderly development of wastewater facilities within the County of Gloucester; and

**WHEREAS**, the New Jersey Department of Environmental Protection (NJDEP) requires that proposed wastewater treatment and conveyance facilities and wastewater treatment service areas, as well as related subjects, be in conformance with an approved WQM plan; and

**WHEREAS**, the NJDEP has established the WQM plan amendment procedure as the method of incorporating unplanned facilities into a WQM plan; and

**WHEREAS**, a proposed WQM plan amendment noticed in the New Jersey Bulletin on November 6, 2013 for Bankbridge Development prepared by James Sassano Associates, Inc. on behalf of Planland, LLC.

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

1. The County of Gloucester hereby consents to the amendment entitled Bankbridge Development, and publicly noticed on November 6, 2013, prepared by James Sassano Associates, Inc., for the purpose of its incorporation into the applicable WQM plan.
2. The consent shall be submitted to NJDEP in accordance with N.J.A.C. 7:15-3.4.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Tuesday, November 26, 2013.

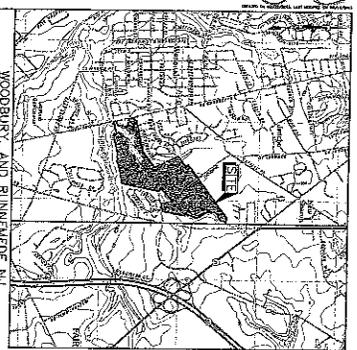


**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

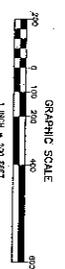
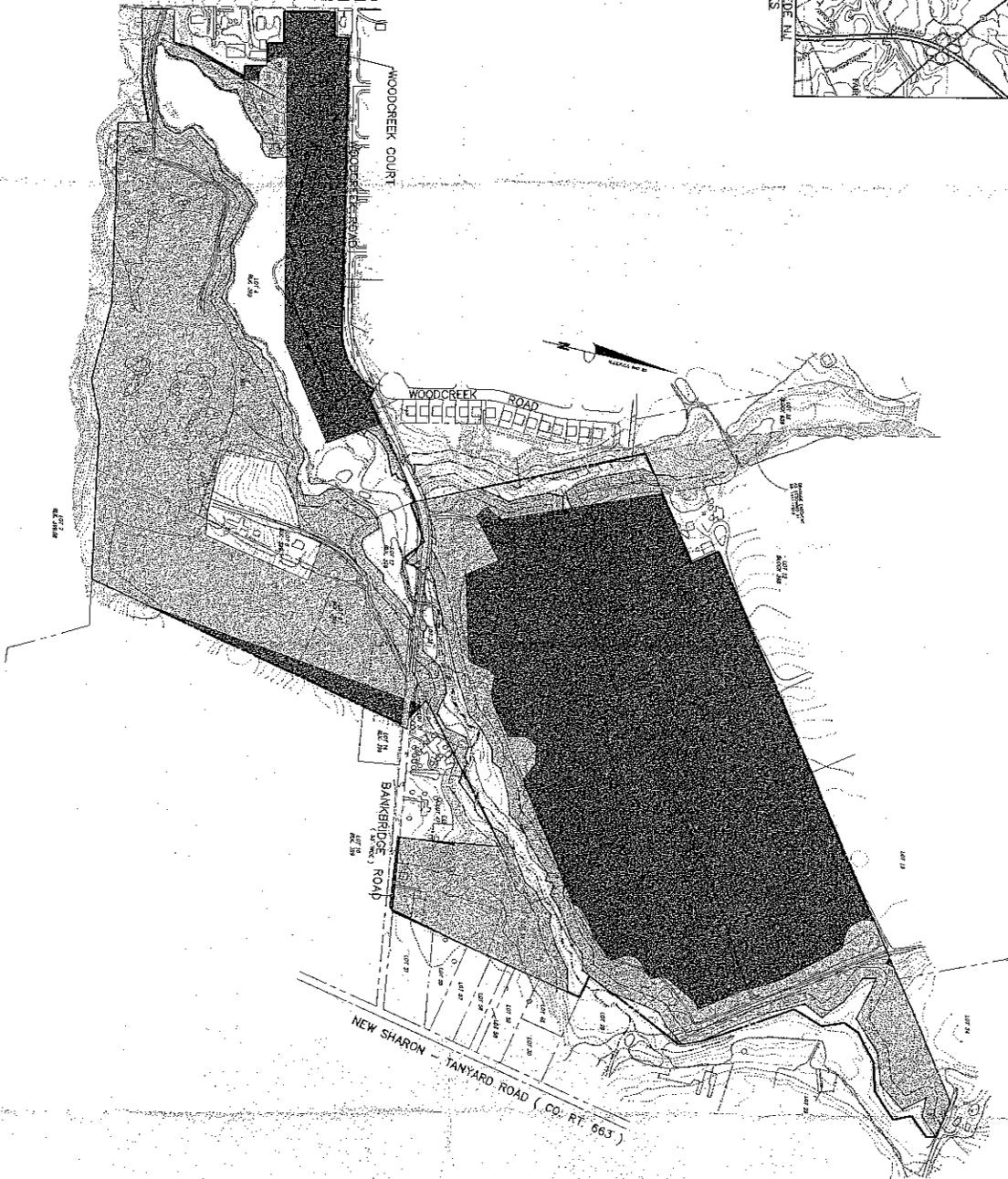
**ATTEST:**

**ROBERT N. DILELLA, CLERK**



- NOTES:**
1. THIS MAP IS TO BE USED FOR DESIGN AND PROPOSED SEWER SERVICE AREA.
  2. THIS MAP IS BASED ON AERIAL PHOTOGRAPHS DATED 1998. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA.
  3. THIS MAP IS BASED ON THE 1998 AERIAL PHOTOGRAPHS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA.
  4. THIS MAP IS BASED ON THE 1998 AERIAL PHOTOGRAPHS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA.

WOODBURY - GLASSBORO ROAD (COUNTY RTE. 553)



**LEGEND**

- EXISTING SEWER SERVICE AREA
- PROPOSED SEWER SERVICE AREA

**ISA** JAMES SASSANO ASSOCIATES, INC.  
ENGINEERING - SURVEYING - CONSTRUCTION LAYOUT

41 SOUTH ROUTE 7A, BUILDING 1, SUITE 201  
HAMMONTON, NEW JERSEY 08037

TELEPHONE (609) 706-1165  
FAX (609) 704-1166  
www.jssaengineering.com

PROJECT NO.	0101
DATE	02/27/13
SCALE	AS SHOWN
BY	RJC
CHECKED BY	RJC

**RICHARD J. CLEWSON, P.E.**  
PROFESSIONAL ENGINEER  
NEW JERSEY LICENSE NO. 240638112001  
*Richard J. Clewson* 02/27/13  
DATE

**BANKBRIDGE**  
BLOCK 395, LOTS 21, 22, 23 & 24; BLOCK 395, LOTS 2, 4, 5, 6 & 17 THROUGH 41  
TEFFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

**EXISTING AND PROPOSED SEWER SERVICE AREA MAP**

**PLANLAND, LLC**  
215 COOPER ROAD, P.O. BOX 130  
WEST BRUNN, NEW JERSEY 08091

NO.	DATE	BY	REVISION







C1

**RESOLUTION AUTHORIZING A CONTRACT WITH TRI-M GROUP, LLC FOR ON CALL MAINTENANCE, SERVICE AND REPAIRS FOR THE ANDOVER HVAC CONTROL SYSTEMS IN VARIOUS COUNTY BUILDINGS IN AN AMOUNT NOT TO EXCEED \$75,000.00 FROM NOVEMBER 26, 2013 TO NOVEMBER 25, 2014**

**WHEREAS**, the County of Gloucester has determined that there is a need for the provision of Andover *HVAC controls maintenance for all County Buildings*; and

**WHEREAS**, the County of Gloucester has recommended that said services be provided by The Tri-M Group LLC, with offices at 204-206 Gale Lane, Kennett Square PA 19348; and

**WHEREAS**, this contract shall be for an amount not to exceed \$75,000.00 from *November 26, 2013 to November 25, 2014*; and

**WHEREAS**, the service related to this contract is technical and unique, is extraordinary and unspcifiable, and is an exception to the Local Public Contracts Law, as described and provided in R. 40A:11-5(1)(a)(ii); and

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

**WHEREAS**, the contract shall be for estimated units of service and is 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. Continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County budget.

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

1. That a contract is hereby award to *The Tri-M Group LLC* in an amount not to exceed \$75,000.00 from *November 26, 2013 to November 25, 2014*.
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 Contract attached hereto between the County and *The Tri-M Group* for the provision of providing on call maintenance, service and parts for all Andover HVAC controls in various County Buildings in accordance with the terms set forth therein.

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

C1

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
THE TRI-M GROUP, LLC.**

**THIS CONTRACT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 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 TRI-M GROUP LLC.**, with offices at 204-206 Gale Lane, Kennett Square PA 19348 hereinafter referred to as "**Vendor**" and will hereby supplement the Maintenance Agreement submitted by Unitronix Data Systems, Inc.

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the *maintenance of the Andover HVAC control systems in various County buildings*; and

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

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

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This contract shall be effective for the period from November 26, 2013 to November 25, 2014.
2. **COMPENSATION.** Contract shall be for estimated units of service in an amount not to exceed \$75,000.00.

Vendor shall be paid in accordance with this Contract document within 30 days upon date 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.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be to provide on call maintenance, service and parts for all Andover HVAC controls in various County Buildings.

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

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 Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

7. **INSURANCE.** At all times during the term of this Attachment/Contract, the Vendor shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

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

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

10. **NOTICES.** Notices required by this Attachment/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.

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

pertaining to the performance of Vendor's services.

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

13. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County. The County agrees not to divulge or release any proprietary information or licensing information pertaining to Unitronix Data Systems, Inc.

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

**THIS CONTRACT** is effective as of the 26<sup>th</sup> day of November, 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 Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

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

**ATTEST:**

**THE TRI-M GROUP, LLC**

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

C2

**RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT MODIFICATION #01 TO FEDERAL AID AGREEMENT 12-DT-BLA-638 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING IN THE AMOUNT OF \$43,950.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") adopted a Resolution on November 20, 2012, authorizing the execution of Federal Aid Agreement #12-DT-BLA-638 in the total amount of \$698,693.00 between the County and the NJ Department of Transportation (hereinafter the "NJDOT) for the "Proposed Resurfacing and Safety Improvements to Clayton-Williamstown Road, a.k.a. East Academy Street County Route 610 from Fries Mill Road (CR 655) to Pop Kramer Blvd. in the Borough of Clayton, Gloucester County," Federal Project No. STP-4024(101) Construction, Engineering Project #12-02FA (hereinafter the "Agreement"); and

**WHEREAS**, a modification to the Agreement is necessary, which will increase the total amount of same by \$43,950.00, resulting in the new total Agreement amount of \$742,643.00; and

**WHEREAS**, all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to and execute Agreement Modification #01 for Federal Aid Agreement #12-DT-BLA-638 with the NJDOT to increase the agreement by \$43,950.00 for a new total amount of \$742,643.00 on behalf of the County; and

**BE IT FURTHER RESOLVED** that all other terms and provisions of Federal Aid Agreement # 12-DT-BLA-638 shall remain in full force and effect.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**





12-02FA

C2

# State of New Jersey

DEPARTMENT OF TRANSPORTATION  
Region South Headquarters  
One Executive Campus  
Route 70  
Cherry Hill, New Jersey 08002

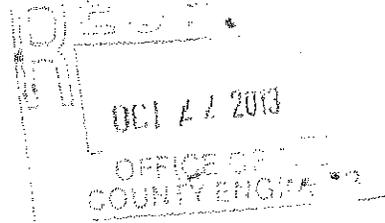
CHRIS CHRISTIE  
Governor

JAMES S. SIMPSON  
Commissioner

KIM GUADAGNO  
Lt. Governor

October 16, 2013

Vincent Voltaggio  
Gloucester County Engineer, Gloucester County  
Clayton Complex Offices of Government Services  
1200 N. Delsea Drive  
Clayton, NJ 08312-1000



Re.: Agreement Modification No. 1  
CR 610 Clayton-Williamstown Road Resurfacing FY 2012  
Location: From Fries Mill Road CR 655 to Pop Kramer Road  
Borough of Clayton, Gloucester County  
Federal Project No. STP-4024(101)Con  
NJDOT Job No. 6201309; County Engr. 12-02FA  
FAP-2012-Gloucester County-02003

Dear Mr. Voltaggio:

On 9/17/13 the FHWA authorized additional federal funds in the amount of \$43,950.00 that were requested by your Office, making the total authorized amount of \$742,643.00 available to the county. Execution of the attached federal aid Agreement Modification No. 1 is necessary to adjust the agreement cost ceiling amount to \$742,643.00 following the FHWA authorization of the additional funds. Please resubmit the four (4) originals of the Agreement Modification No. 1 with signature, date, and accompanying resolution, so that the agreement modification can be executed by the State.

Should you have any questions regarding the above, please contact Chris Bergeman at (856) 486-6714 or David Cihocki at (856)486-6757.

Sincerely,

Salim T. Mikhael  
Manager  
District 4 Local Aid

Ref # 2176, 2286

C3

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CAPITAL PROJECTS MANAGEMENT SERVICES TO PENNONI ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$70,000.00 FROM NOVEMBER 26, 2013 TO NOVEMBER 25, 2014**

**WHEREAS**, there exists a need for the County of Gloucester (hereinafter the "County") to contract for engineering, inspection management and environmental services for capital projects to be undertaken by the County, per the "Yearly Capital Project Management for Engineering Services," Engineering Project #13-13 (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals, via RFP-013-046, from interested providers of such services, and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based upon the established criteria, concluded that Pennoni Associates, Inc. (hereinafter "Pennoni"), with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, made the one of the most advantageous proposals; and

**WHEREAS**, a contract with Pennoni would be for estimated units of service for an amount not to exceed \$70,000.00; and

**WHEREAS**, since the contract would be for estimated units of service, same is open ended, which does not obligate the County to make any purchase; and thereby, no Certificate of Availability of Funds is required at this time; and

**WHEREAS**, even though a Certificate of Availability of Funds (hereinafter "CAF") is not required at this time, the Purchasing Agent for the County has certified the availability of funds for the said services in the amount of \$70,000.00, pursuant to CAF #13-10412, which amount shall be charged against County budget line item C-04-07-016-165-16214; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board, is hereby authorized to attest to a contract between the County and Pennoni for the provision of engineering, inspection, management and environmental services to and for the County's multiple capital projects, for an amount not to exceed \$70,000.00, from November 26, 2013 to November 25, 2014; and

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the 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 Tuesday, November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

03

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
PENNONI ASSOCIATES, INC.**

**THIS CONTRACT** is made effective this 26<sup>th</sup> day of **November 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Pennoni Associates, Inc.**, with offices at 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County has determined that there is a need for Professional Engineering Services in the nature of engineering, management, inspection and environmental services for the County Capital Projects, "2013 Capital Projects Management: Professional Services Contract for the Provision of Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects," Engineering Project #14-06 (hereinafter the "Project"); and

**WHEREAS**, the County issued RFP-013-046 for the said Professional Engineering Services, to which the Contractor responded; and

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

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

**TERMS OF AGREEMENT**

1. **COMMENCEMENT OF SERVICES.** This Contract shall be effective for a period of one (1) year from November 26, 2013 to November 25, 2014.
2. **COMPENSATION.** This Contract shall be for an amount not to exceed \$70,000.00 for the Contract term, so that this is an open ended contract. The Contract shall be for estimated units of service, as set forth in County RFP-13-046 (hereinafter the "RFP"), and the Vendor's proposal, "Qualifications Statement, Qualifications for Professional Services, County of Gloucester, New Jersey, Engineering, Construction Inspection, & Environmental Services for Gloucester County Capital Projects", dated September 4, 2013 (hereinafter the "Proposal"), which are both incorporated into and made part of this Contract.

The County shall not be required to purchase any minimum amount of services, as this is an open ended contract. The Vendor shall be paid for services based upon the fee schedule in the Proposal.

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

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 Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the RFP and the Proposal, and only as directed by the County. The Vendor shall render services to and for the County only when requested by the County on an "as-needed" basis.

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting

8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

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

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

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

A. Pursuant to the termination provisions set forth in the RFP, which are specifically referred to and incorporated herein by reference.

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

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

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

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

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

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

If Vendor is a member of a profession which is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract, the RFP, and the Proposal. The RFP and the Proposal are incorporated herein by reference. Should there occur a conflict between this Contract, and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract and the RFP shall prevail.

**THIS CONTRACT is dated this 26<sup>th</sup> day of November, 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; and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**PENNONI ASSOCIATES, INC.**

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

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

\_\_\_\_\_  
(Please Print Title)

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

C3

Certificate of Availability of Funds

TREASURER'S NO. 13-10412 DATE November 18, 2013

C-04-07-016-165-16214 (\$70,000.00)  
BUDGET NUMBER - CURRENT YR        B        DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$70,000.00 COUNTY COUNSEL Matthew P. Lyons, Esq.

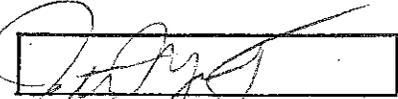
DESCRIPTION: 

2013 Capital Projects Management: Professional Services Contract for the Provision of Professional Engineering, Construction Inspection, and Environmental Services for Gloucester County Capital Projects, per RFP-13-046 for the County of Gloucester from November 26, 2013 to November 25, 2014. Engineering Project #14-06.
--

VENDOR: Pennoni Associates, Inc.

ADDRESS: 515 Grove Street, Suite 1B  
Haddon Heights, NJ 08035

 11-19-13  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-20-13

Meeting Date: November 26, 2013

C3

**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-013-0-046 Engineering Construction Inspection & Environmental Services  
Pennoni**

<b>EVALUATION FACTORS</b> 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.	<b>SCORE</b>
<b>A. Technical Proposal contains all required information</b> All required documentation submitted.  <u>5</u> points	5
<b>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> Ed Guetens and others have worked well on other County Projects. They have good knowledge of County procedures and are very qualified.  <u>25</u> points.	24
<b>C. <u>Relevance and Extent of Similar Engagements performed</u></b> Pennoni has performed very well on Construction testing projects for the county. The personnel are very experienced. And has listed various types of projects successfully completed.  <u>25</u> points.	23
<b>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>25</u> points. Pennoni provided a good project understanding. Identifying and describing various scopes of work and how they would be completed.	23
<b>E. Reasonableness of Cost Proposal</b> <u>20</u> points. Cost seems appropriate for the services provided.	19
<b>TOTALS</b>	<b>94</b>

C4

**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT WITH CHURCHILL CONSULTING ENGINEERS FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR THE STORM SEWER REHABILITATION FOR WEST HOLLY AVENUE, COUNTY ROUTE 624, IN THE BOROUGH OF PITMAN FOR THE TOTAL AMOUNT OF \$154,420.87**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has need for Construction Management and Inspection Services; and

**WHEREAS**, this need for such professional services is relative to the County's road improvement project known as "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey", Engineering Project #05-03SA (hereinafter the "Project"); and

**WHEREAS**, the County requested proposals for such professional services, via RFP-13-049, from interested providers; and evaluated those proposals consistent with the County's Fair and Open procurement process, and consistent with applicable law and regulations; and

**WHEREAS**, based upon the evaluation of the proposals that were submitted in accordance with the established criteria, it was concluded that Churchill Consulting Engineers (hereinafter "Churchill"), with an office address of 344 North Route 73, Berlin, NJ 08009, made the most advantageous proposal to provide said services to the County for a total contract amount of \$154,420.87; and

**WHEREAS**, this contract 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 contract is the provision of professional services for which competitive bids could not be received; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$154,420.87, pursuant to C.A.F. #13-10315, which amount shall be charged against budget line item C-04-10-015-165-15202.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to a contract with Churchill for Construction Management and Inspection Services for the Project, as set forth in RFP-013-049, and subject to all conditions and requirements of the specifications for the Project, for a maximum contract amount of ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS AND EIGHTY-SEVEN CENTS (\$154,420.87), per the prices submitted in Churchill's proposal dated November 6, 2013, and contingent upon approval by the New Jersey Department of Transportation; and

**BE IT FURTHER RESOLVED** that pursuant to the requirements of the Local Public Contracts Law, and in accordance with N.J.S.A. 40A:11-5, a brief notice stating the nature, duration, services and amount of the contract, if applicable, and a statement that this Resolution and contract are on file and available for public inspection in the Office of the Purchasing Agent for Gloucester County, shall be published once in the South Jersey Times.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

C4

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CHURCHILL CONSULTING ENGINEERS**

**THIS CONTRACT** is made effective this 26<sup>th</sup> day of **November 2013**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **Churchill Consulting Engineers**, with offices at **344 North Route 73, Berlin, NJ 08009**, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for Professional Engineering Services in the nature of Construction Management and Inspection Services required for the County's construction of the road improvement project known as "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey," Engineering Project #05-03SA (hereinafter the "Project"); and

**WHEREAS**, the County issued RFP-013-049 for the said construction management and inspection services, to which the Contractor responded; 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. COMMENCEMENT OF SERVICES.** This Contract shall be effective for the length of time necessary for the actual completion of the Project.

**2. COMPENSATION.** Contractor shall be compensated in a total amount of **\$154,420.87** for Construction Managements and Inspection Services required by the County for the construction of the Project, as per the specifications issued by the County for the Project (hereinafter the "Specifications"). The Contractor shall bill, and be paid, for its services, based upon the prices set forth in the Contractor's proposal dated November 6, 2013 (hereinafter the "Proposal").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 County's RFP 013-049 (hereinafter the "RFP"), and the Proposal for the Project, both of which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the proposal documents, the proposal documents shall prevail.

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

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

Contractor acknowledges that the County must be bound by and comply with, and itself agrees to abide and to be bound by, the requirements of C.F.R. 18.13(i)(1) to (13); including:

1. That the County hereby specifically reserves the right to exercise administrative, contractual, or legal remedies in the event Contractor or subcontractor(s) violates or breaches agreed upon contract terms.
2. That the County may terminate this contract, in its discretion, for cause provided said termination is in good faith. Further, Contractor may also, in its sole discretion terminate for convenience.
3. That the County must act in compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
4. That the County must act in compliance with the Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
5. That the County, where applicable, is required to act in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5).
6. That the County must to act in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
7. That the County must comply with Notice of awarding agency requirements and regulations pertaining to reporting
8. That the County must comply with Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
9. That the County must comply with awarding agency requirements and regulations pertaining to copyrights and rights in data.

10. That the County must comply with access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. That the County is required to maintain and keep all required records for three (3) years after final payments and all other pending matters are closed.
12. That the County is required to act in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
13. That the County hereby agrees to act in accordance with standards and policies relating to energy efficiency contained in the New Jersey State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

In the event that any provisions in the remainder of this Contract are inconsistent with the foregoing section, the foregoing section controls, with the understanding that this does not mean that the procedure, notification provisions, etc., set forth in the corresponding provisions in the remainder of the contract are not in full force and effect (i.e. termination provision of subparagraph (3) above shall read in the context of, and in pari materia with, the termination provision and procedure set forth in the Contract at paragraph 6.

**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 permit 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 RFP, 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 subcontractor or 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 harmless from, and shall indemnify and shall defend the County 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 carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the 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 provide the labor and materials that Contractor is required to provide 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. NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**14. PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

**D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

**E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

**F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

**G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

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

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

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

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

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

20. **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.

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

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the RFP, and the Contractor's Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Contractor's Proposal, then this Contract and the RFP shall prevail.

**THIS CONTRACT is effective as of this 26<sup>th</sup> day of November 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 and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

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

**CHURCHILL CONSULTING ENGINEERS**

By: \_\_\_\_\_

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

C4

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

Certificate of Availability of Funds

TREASURER'S NO. 13-10315 DATE November 18, 2013

C-04-10-015-165-15202 (\$154,420.87)

BUDGET NUMBER - CURRENT YR            B            DEPARTMENT Engineering

AMOUNT OF CERTIFICATION (\$154,420.87) COUNTY COUNSEL Matthew P. Lyons, Esq.

DESCRIPTION:

Professional Services Contract for Construction Management & Inspection Services per RFP-013-049 for the project "Storm Sewer Rehabilitation for West Holly Avenue, County Route 624, in the Borough of Pitman, Gloucester County, New Jersey", Engineering Project #05-03SA

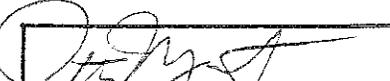
VENDOR: Churchill Consulting Engineers

ADDRESS: 344 North Route 73

Berlin, NJ 08009

 11-18-13  
DEPARTMENT HEAD APPROVAL  
Vincent M. Voltaggio, P.E.,  
County Engineer

APPROVED

  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED

11-20-13

Meeting Date: November 26, 2013

C4

**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-13-049 Construction Management Services for West Holly Ave – Churchill**

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
<p>A. <b>Technical Proposal contains all required information</b> All required documentation submitted.</p> <p><u>5</u> points</p>	5
<p>B. <b><u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u></b> <u>20</u> points. Project Manager Listed is very qualified and has performed well on similar County inspection projects and is a PE. The inspector listed is very experienced on several similar projects.</p>	20
<p>C. <b><u>Relevance and Extent of Similar Engagements performed</u></b> <u>20</u> points. Churchill and specifically Joe Kiel has performed very well on several similar projects for the County.</p>	19
<p>D. <b><u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u></b> <u>35</u> points. Churchill provided a very detailed plan for completing the project. They were one of only two consultants to actually look at the plans for the work and have knowledge of the project.</p>	34
<p>E. <b>Reasonableness of Cost Proposal</b> <u>20</u> points. The cost provided was reasonable and appropriate for the work involved</p>	18
<b>TOTALS</b>	<b>96</b>

DI

**RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY REGARDING THE AREA PLAN CONTRACT FOR 2013-2015, SPECIFICALLY FOR 2014, THE SECOND YEAR OF A THREE YEAR GRANT**

**WHEREAS**, the County of Gloucester ("County") has entered into a contract with the State of New Jersey Department of Human Services, Division of Aging Services to receive funding for its Area Plan Contract for the period January 1, 2013 through December 31, 2015; and

**WHEREAS**, the County, through its Department of Health, Senior Services, and Disability Services, Division of Senior Services, now desires to apply for and obtain funding of the contract which is designated "Area Plan Contract, 2013-2015", which said funding will be utilized to provide services to the elderly of the County for the period January 1, 2013 to December 31, 2015; and specifically for 2014, the second year of a three contract and

**WHEREAS**, the County's Department of Human Services has certified that the grant to be submitted by the Department of Health, Senior Services, and Disability Services, Division of Senior Services has been reviewed, and meets the standard requirements for such grants.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester does hereby authorize the application for, and the execution of a contract for, the receipt of such a grant from the State of New Jersey Department of Human Services, Division of Aging Services and does further, upon execution of such a contract, authorize the expenditure of such funds as will be made available thereunder pursuant to the terms of said contract between the County of Gloucester and the State of New Jersey Department of Human Services Division of Aging Services; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director, or his designee, is hereby authorized to execute and the Clerk is hereby authorized to attest to any documents necessary to achieve the purposes of this Resolution.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held Tuesday, November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLIA, CLERK**



DI

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damminger

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.

TO: DENNIS DITTMAR  
DEPARTMENT: HEALTH, SENIOR & DISABILITY SERVICES  
GRANT TITLE: 2013 - 2014 ARFA PLAN

DATE: NOVEMBER 14 2013



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

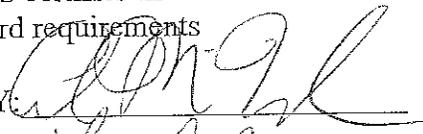
Phone: 856.384.6870  
Fax: 856.384.0207

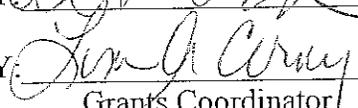
[lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

### CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: 

REVIEWED BY: 

Grants Coordinator

FREEHOLDER MEETING: NOVEMBER 26, 2013

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



14. FINANCIAL:

REQUESTED

MANDATED

GRANT FUNDS

\$ 1,454,316.00

CASH MATCH

~~\$~~ \_\_\_\_\_

\$1,362,952.00

(Attach Documentation)

IN-KIND MATCH

\$153,071.00

TOTAL PROGRAM BUDGET: \_\_\_\_\_

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?  
YES X NO \_\_\_\_\_

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD. [lcerny@co.gloucester.nj.us](mailto:lcerny@co.gloucester.nj.us) Yes

DEPARTMENT HEAD: \_\_\_\_\_

*Anna DeCimo*  
Signature

DATE: 11-6-13

.....  
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 11/6/13 Jy

DATE RECEIVED BY BUDGET OFFICE: \_\_\_\_\_

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION

1. *[Signature]*  
Signature

2. \_\_\_\_\_  
Signature



DEPARTMENT OF HUMAN SERVICES  
 DIVISION OF AGING SERVICES  
 2014  
 Area Plan Contract  
 Advance Planning Document

Attachment A-2

COUNTY	SWHDM	SWHDM Required 25% Match**	SHTP	SHTP Required 12% Match**	APS	\$SBS	\$SBS Required 25% Match**	STATE MCM	CMQA	Medical Match	NSP**	State COLA	NON- TITLE III AWARDS	GRAND TOTAL
Albany	35,145	8,785	41,727	4,173	152,715	375,844	94,214	0	23,810	15,450	179,793	192,500	1,147,853	2,215,897
Bergen	108,235	27,059	128,198	12,820	476,917	821,707	205,927	0	23,810	47,559	426,813	591,729	2,916,657	6,304,682
Burlington	41,893	10,471	48,432	4,848	177,878	179,956	44,989	0	23,810	18,389	94,948	223,395	927,244	2,280,782
Canaan	54,251	13,563	64,561	6,455	302,153	301,283	200,221	46,505	23,810	23,882	138,477	257,075	1,899,043	3,529,722
Cape May	14,437	3,609	17,069	1,707	78,488	131,336	32,834	7,287	23,810	5,320	98,181	78,780	459,331	974,819
Cumberland	17,501	4,400	20,691	2,069	117,213	491,489	122,872	1,087	23,810	7,735	72,059	95,438	896,893	1,476,898
Essex	101,577	25,394	120,933	12,093	588,494	1,467,887	368,672	146,871	23,810	44,800	149,788	558,272	3,481,650	6,809,090
Gloucester	22,984	5,741	27,037	2,704	129,775	181,427	40,957	20,044	23,810	10,037	115,870	124,795	699,283	1,456,316
Hudson	80,887	20,222	96,523	9,652	617,527	1,593,309	413,827	75,083	23,810	35,688	381,451	444,574	3,632,683	6,185,683
Hudson	13,000	3,250	10,043	1,004	214,532	78,721	19,188	20,087	23,810	3,728	37,130	46,555	332,817	723,018
Morris	88,970	22,243	48,285	4,827	312,506	571,671	142,918	0	23,810	17,174	131,788	213,543	1,852,155	2,800,004
Middlesex	75,493	18,871	89,099	8,900	383,610	823,427	130,857	25,402	23,810	32,251	238,083	413,568	1,988,784	4,373,071
Morris	58,193	14,545	70,470	7,047	312,506	733,978	183,495	0	23,810	15,041	334,027	328,272	1,972,005	3,920,682
Morris	43,580	10,890	51,284	5,128	209,887	24,331	11,968	0	23,810	29,150	297,349	298,780	1,142,808	2,513,910
Morris	72,327	18,082	94,783	9,479	383,887	231,901	57,850	0	23,810	31,476	188,695	391,380	1,608,378	4,003,551
Morris	54,712	13,678	74,739	7,474	324,294	336,286	130,814	189,380	23,810	27,744	172,185	344,969	1,808,819	3,769,382
Passaic	28,000	7,000	33,112	3,311	114,728	222,821	55,855	15,851	23,810	3,003	23,734	40,873	482,566	848,457
Salmon	13,000	3,250	14,283	1,428	74,908	13,145	3,285	19,485	23,810	4,182	26,973	62,079	259,183	674,488
Sussex	13,000	3,250	14,283	1,428	74,908	13,145	3,285	19,485	23,810	4,182	26,973	62,079	259,183	674,488
Union	51,785	13,445	73,985	7,337	312,388	488,042	117,017	16,588	23,810	27,174	258,414	338,652	1,749,063	3,730,837
Warren	13,000	3,250	14,283	1,428	75,239	105,870	26,418	37,310	23,810	4,180	44,052	61,953	397,363	797,656
TOTALS	870,000	215,000	1,131,000	113,000	5,109,000	8,326,308	2,045,000	625,000	500,010	418,432	3,458,341	5,221,000	28,854,022	80,978,022

\*\*NSP allocation calculated pending final allocation for NSP funding. Actual allocation may vary based on FTE award.  
 \*\*\*These columns include the amount of each state match requirement for SWHDM, SHTP and APS. This is county dollars and is not included in the total dollars received from the state.

DEPARTMENT OF HUMAN SERVICES  
 DIVISION OF AGING SERVICES  
 2014  
 Area Plan Contract  
 Advance Planning Document

Allocation Percentages:

10/20/2014

Attachment A-1

COUNTY	TITLE II					Federal Totals	TITLE III			TOTAL
	B	C1	C2	D	E		B-D	E	F	
Atlantic	343,408	370,814	185,739	23,089	134,813	1,087,644	49,395	40,444	89,839	
Borgon	1,098,830	1,186,087	825,809	47,336	487,082	3,387,928	188,840	128,316	317,156	
Burlington	432,668	486,884	245,342	18,167	189,687	1,331,818	81,619	50,806	132,425	
Camden	860,287	604,138	319,880	28,823	220,391	1,731,879	80,009	88,117	168,126	
Cape May	149,263	180,480	84,538	22,886	68,242	476,488	22,142	17,473	39,615	
Cumberland	184,278	198,868	105,606	18,858	72,891	578,893	28,882	21,807	50,689	
Essex	1,074,366	1,157,908	817,381	62,480	425,324	3,127,440	159,941	127,887	287,828	
Gloucester	242,814	281,930	138,242	16,736	85,231	758,088	34,932	28,589	63,521	
Hudson	852,946	879,215	480,638	50,408	387,876	2,667,170	122,480	101,583	224,063	
Hunterdon	166,381	133,131	51,806	18,594	85,547	330,198	18,778	10,684	29,462	
Morristown	388,886	431,284	228,436	20,814	157,360	1,237,848	67,202	47,268	114,470	
Middlesex	773,506	834,602	441,583	30,943	304,183	2,387,217	110,278	81,285	201,563	
Monmouth	830,425	678,787	388,978	38,505	247,282	1,948,987	80,088	74,188	154,276	
Morris	444,565	479,688	252,403	28,609	173,847	1,371,010	83,379	62,184	145,563	
Ocean	778,872	838,807	448,543	37,676	303,478	2,334,176	110,884	91,043	201,927	
Passaic	800,457	648,123	342,627	33,379	235,877	1,880,573	88,008	70,793	158,801	
Salmon	158,623	133,131	43,160	23,243	29,734	338,881	18,885	8,920	27,805	
Somerset	276,411	288,381	157,017	18,043	108,138	858,970	39,780	32,441	72,221	
Sussex	158,454	133,131	57,828	17,800	38,902	403,318	19,345	11,871	31,216	
Union	648,809	639,273	371,891	38,477	266,218	2,012,788	92,894	78,888	171,782	
Warren	158,714	133,131	56,978	14,349	39,283	400,313	18,119	11,781	29,900	
TOTALS	10,113,432	10,794,820	5,627,122	580,318	3,876,287	30,968,980	1,434,054	1,162,889	2,596,943	

Estimate only; actual results may vary.

2014 GLOUCESTER COUNTY BUDGET  
BUDGET SUMMARY FOR PERSONNEL

ACCOUNT	DESCRIPTION	2013 APPROVED COUNTY BUDGET	2013 ESTIMATED COUNTY EXPENDITURES	2014 COUNTY REQUEST	2014 GRANT, ETC. FUNDS	TOTAL 2014 PERSONNEL REQUEST	2014 RECOMMENDED (TREASURY USE)
10101	Regular Pay	Form B-2a \$ 1,097,322	\$ 1,086,560	\$ 1,044,479	\$ 330,425	\$ 1,374,904	
15101	Part-time Regular	Form B-2b 67,195	67,195	80,626	267,211	347,837	
18101	Seasonal Regular Pay	Form B-2c					
10104	Uniform Allowance	Form B-4a					
15104	Part-time Uniform Allowance	Form B-4b					
10120	Overtime Regular	Form B-5 100	-	-	-	-	
15120	PT Overtime	Form B-5					
18120	Seasonal Overtime	Form B-5					
10123	Additional Regular	Form B-5					
15123	PT Additional Regular	Form B-5					
18123	Seasonal Additional Regular	Form B-5					
10150	Out-of-Title Pay	Form B-6a		-	8,799	8,799	
10154	Beeper Pay	Form B-6a					
10155	CWA Shift Differential	Form B-6a					
15155	PT CWA Shift Differential	Form B-6a					
10163	Holiday Pay	Form B-6a					
15163	PT Holiday Pay	Form B-6a					
10188	Standby	Form B-6a					
10185	Retirement Sick Buy-Back	Form B-6b	8,807	28,849		28,849	
	TOTAL	\$ 1,164,617	\$ 1,142,562	\$ 1,153,954	\$ 606,435	\$ 1,760,389	

FORM B-1 PERSONNEL SUMMARY

Department Code  
Submission Date  
Revision Date

2014 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST SUMMARY

Account Number	Account Description	2012 Actual	2013 Original Budget	2013 Adjusted Budget	2013 Estimated Expend.	2014 Dept. Request	Budget Office Recomm.	Budget Committee Reviewed
005-20430	Food - Servatray - C2	20,018	19,403	19,403	19,403	9,706		
005-20431	Kitchen supplies - C2	988	2,000	2,000	2,000	2,000		
005-20699	Serv-A-Tray Equipment							
005-20930	Serv-A-Tray Education & Training							
005-20970	Travel - Servatray - C2	37,599	35,000	35,000	35,000	35,000		
006-20972	PACE - IIID	2,064	2,064	2,064	2,064	2,064		
006-20978	Wellness Made Easy - IIID	11,833	14,279	14,279	14,279	12,172		
006-20990	Wellness Made Easy - IIID supplies		2,500	2,500	2,500	2,500		
007-20986	Medication Management - IIID MMsalaries	4,988						
008-20970	Travel - III E							
008-20982	Caregivers Support - III E	11,742	11,927	11,927	11,927	9,523		
008-20984	Auxiliary Personal Care - III E	17,500						
009-20430	Food - State Match III B-D	36,390	33,512	36,967	36,967	34,932		
011-20990	Caregiver Support III E - State Match	3,289	11,064	11,064	11,064	4,836		
011-20991	Auxiliary Personal Care - III E State Match	10,500						
012-20430	Food - State Weekend HDM	16,049	16,364	16,364	16,364	15,764		
012-20970	Travel - State Weekend HDM	4,196	3,200	3,200	3,200	3,200		
013-20973	Escorted Transportation - SHTP	25,642	25,642	25,665	25,665	24,782		
014-xxxxx	Care Transition carry over into 2013	21,553						
015-20980	Adult Protective Services - APS	97,576	97,576	110,041	110,041	129,775		
016-20652	Data Processing Equipment-SSBG	1,595		1,567	1,567			
016-20970	Travel - SSBG	856	600	600	127	150		
016-20974	Senior Reach - SSBG	18,712	20,631	19,064	19,064	20,500		
016-20975	Blind & Visually Impaired - SSBG	36,600	36,600	36,600	36,600	36,600		
016-20976	VHHS Assist for Independence Living SSBG	56,000	56,000	56,000	56,000	56,000		
018-20430	Food - State Home Delivered Meals -SHDM	5,614	4,044	4,044	4,044	4,044		
020-20430	Disaster - Food Sandy Relief			1,645	1,645			
021-10101	Sandy Residential -Economic Salaries			2,123	2,123			
021-20980	Sandy Residential -Economic Development	9,621	10,409	52,960	52,960	9,780		
023-20974	Medicare Match - MM	123,450	122,471	10,409	10,409	115,870		
024-20430	Food- NSIP			122,471	122,471			
	Total this page	574,375	527,286	597,957	597,484	529,177		
	TOTAL	941,254	894,494	965,165	964,262	890,370		

Note: 2013 Includes \$56,728 of one-time funding  
2014 grant funding reduced by \$ 17,893

Department Senior Service

Form C-1

Department Code 501

Submission Date 10/25/2013

Revision Date

2014 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST SUMMARY

Account Number	Account Description	2012 Actual	2013 Original Budget	2013 Adjusted Budget	2013 Estimated Expend.	2014 Dept. Request	Budget Office Recomm.	Budget Committee Reviewed
002-20205	Advertising	355	355	365	370	370		
002-20210	Other Outside Services	5,500	5,600	5,600	5,600	5,600		
002-20275	Printing-Admin	411	600	600	403	610		
002-20404	Computer paper	-	-	-	-	-		
002-20410	Office supplies -Admin	1,219	1,219	1,219	980	1,000		
002-20411	Reproduction supplies	685	877	877	487	608		
002-20419	Postage* (one time available)	1,520	1,500	1,500	1,500	1,500		
002-20652	DP Equipment	2,978	-	-	-	-		
002-20653	DP Software **	18	1,077	1,077	3,116	1,600		
002-20665	Electrical Equipment (fans/heaters)	2,253	2,500	2,500	2,100	2,500		
002-20650	Repro Machine rental	-	750	750	750	4,500		
002-20910	Books & Subscriptions	4,137	4,800	4,800	4,494	4,500		
002-20921	Meetings, Memb. And Dues	152	152	152	152	152		
002-20970	Travel -Admin	1,713	1,720	1,720	1,600	1,720		
003-20265	Legal Services - IIIB	11	-	-	-	-		
003-20962	RSVP/Wellness - IIIB	9,500	9,500	9,500	9,500	9,500		
003-20963	Non-emergency Med. Transportation -III	4,300	4,300	4,300	4,300	4,300		
003-20964	Homemaker Services - IIIB	39,000	39,000	39,000	39,000	39,000		
003-20965	Aid to Municipal Centers - IIIB	47,500	47,500	47,500	47,500	47,500		
003-20966	Friendly Visitor - IIIB	14,400	14,400	14,400	14,400	14,400		
003-20967	Housekeeping Services - IIIB	2,500	2,500	2,500	2,500	2,500		
003-20968	Free Simple Wills for Seniors - Salaries	9,500	9,500	9,500	9,500	9,500		
003-20970	Senior Reach - IIIB - Salaries	5,500	5,500	5,500	5,500	5,500		
003-20971	Physical Health -TAI CHI - IIIB	11,124	11,086	11,086	11,086	11,086		
003-20977	Transportation -Blind/Visually Impaired II	2,060	2,060	2,060	2,060	2,060		
003-20979	GHA Home Support - IIIB	11,500	11,500	11,500	11,500	11,500		
003-20989	Adult Day Care - Guardian /Evergreen I	57,100	57,100	57,100	57,100	52,094		
004-20217	Professional Services - C1	26,000	26,000	26,000	26,000	26,000		
004-20275	Printing -Nutrition - C1	1,500	1,500	1,500	1,500	1,500		
004-20410	Office supplies -C1	2,780	4,000	4,000	4,000	4,000		
004-20430	Food - C1	940	965	405	405	410		
004-20431	Kitchen supplies - C1	61,472	60,751	60,751	60,751	60,751		
004-20435	Flowers - C1	19,143	17,850	17,850	17,850	17,850		
004-20665	Electrical Equipment (Steam tables/refrig)	1,094	1,030	1,030	1,030	1,030		
004-20750	Telephone Service - C1	851	851	933	933	933		
004-20810	Building Rental - C1	2,539	2,600	2,600	2,600	2,600		
004-20899	Other Rentals (Picnic) - C1	11,300	11,300	11,300	11,300	11,300		
004-20970	Travel - C1	5,155	5,155	5,633	5,633	5,633		
	TOTAL	366,879	367,208	367,208	366,778	361,193		

Form C-1

Department\_Senior Services

Department Code 501  
Submission Date 10/25/2013  
Revision Date

2014 estimated salaries

Nutrition	hrs worked	rate based on 32.5	longevity		
Cooper	11-12				
Vacant/Barger/Mentua	3-3	1040	18.77	19520.8	0
Vilanova/William	3-11	1040	23.42	24356.8	0
Vacant/Paulisboro Carth	3-2	1040	0	0	0
Eldam/Franklin	3-13	1040	24.58	25553.2	956
New/Thorfare	3-3	1040	18.77	19520.8	0
Weiss/Glassboro	3-13	1040	24.58	25553.2	754
Leap/Damato/Vacant	3-2	1040	18.77	19520.8	
FOX	3-2	500	17.88	8940	
Gilleppi	3-3	1040	18.77	19520.8	

grant  
 grant Dawn  
 cole-Thoms, Will, Gilleppi

Subtotal- Dawn  
 less Serv-A-Tray Dawn  
 County Funded- Dawn

Admin	79788
Dittmar	-2232
shp	-16200
ssbg	61356
Admin	-55197
County Fun	8159

Cola reconciled  
 (116,032.22)  
 -8766 dawn out of this

Serv-A-Tray	hrs	rate based on 32.5	longevity		
Dawn Cooper	3-13	1043	19.93	20785.99	0
Kathy Lowry	10-1	280	12.84	3386.4	854
Norlyn Harmon/Garlic 19.5 hrs		780	24.58	19172.4	
Vacant/Edward Carola		780	22.84	17815.2	
Lawrence Schwarz		780	18.77	14640.6	
Lawrence Gurfck		780	22.84	17814.64	
Tina Clay		780	22.83	17810.4	
Michael Sylvester					
Dominic Carra, Jr.					

grant  
 cola  
 County Funded

4,535.00 grant C-2  
 41,535.42 grant Cola  
 20,786.69 grant C-2  
 - weekend  
 19,172.80 grant C-2  
 17,818.60 grant C-2  
 14,644.00 grant Cola  
 17,815.04 county funded  
 17,810.80 county funded  
 154,118.35  
 (62,313.09)  
 (56,179.42)  
 35,625.84

62,313.09

127,200.20

2014 estimated salaries

State Home Delivered

Frank Boultinghouse

1170 24.58 23753.6 638

29,398.00

Amount allocated to Home Delivered meals

29,398.00

cola

(16,000.00)

County Funded

(13,398.00)

State Weekend meals

Edward Carola

260 12.84 3338.4

0 4,000.00

grant

(4,000.00)

County Funded

-

Care Giver

Cindy Furman  
mary jana kaelin

80,947.00

52,400.00

133,347.00

(64,846.00)

(11,339.00)

(23,734.00)

33,428.00

(16,101.00)

(9,791.00)

7,536.00

(7,414.00)

122.00

Caregiver  
Caregiver  
state match

County funded Maryjano

122.00

2014 estimated salaries

Senior Reach	75057		III B	ssbg	cola	IIID Med Mgmt state match DMN	cmqa	
Shella Allen		84,000.00						
CMQA		(23,810.00)					(23,810.00)	
ssbg		(31,977.00)		(31,977.00)				
SR REACH IIIB		(11,086.00)	(11,086.00)					
Mad Match		(277.00)			(277.00)			
cola		-						
Sherry Gilkin		16,550.00						
SR REACH IIIB		46,672.00						
Madcaid Mich		-						
County		46,672.00						
E. DiStefano/retired 12/31/2013		-						
IIID Med Mgmt		-						
state Dnm match		-						
cola		-						
County		-						
Carla Young		55,020.00						
cola		55,020.00						
County		55,020.00						
			(11,086.00)	(31,977.00)	-	(277.00)	(23,810.00)	(67,150.00)



21

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA ADMINISTRATION FISCAL YEAR 2014 GRANT IN THE TOTAL AMOUNT OF \$7,337.00**

**WHEREAS**, the NJ Department of Community Affairs provides grant funds to assist with administrative costs to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund for energy assistance, including the accurate input of verified client information into the Family Assistance Management Information System, which administrative functions are performed by the Gloucester County Division of Social Services; and

**WHEREAS**, the Department of Community Affairs, as the granting authority, has forwarded to the County Grant Agreement #2014-05134-0039-00 for Universal Service Fund CWA Administration Fiscal Year 2014, which provides for grant funds to the County in the total amount of \$7,337.00; and

**WHEREAS**, it would be beneficial for the County to enter into the aforesaid Agreement in order to receive such funds to be utilized by the Division of Social Services for the above administrative purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester: that the Director of the Board and Clerk of the Board are hereby authorized to execute Grant Agreement #2014-05134-0039-00 for Universal Service Fund CWA Administration Fiscal Year 2014, for acceptance of grant funds in the total amount of \$7337.00, to be utilized by the Division of Social Services for the administrative purposes as described herein; and

**BE IT FURTHER RESOLVED** that the Board of Chosen Freeholders shall comply with all applicable regulations of the granting authority, and shall utilize the funds pursuant to the terms of the Agreement for the purposes stated herein.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F1

**RESOLUTION APPROVING A FIVE-YEAR CAPITAL PLAN SUBMITTED  
BY THE GLOUCESTER COUNTY SHERIFF IN ACCORDANCE  
WITH P. L. 2001, CHAPTER 370**

**WHEREAS**, as a County Constitutional Officer, the Gloucester County Sheriff is required by the provisions of the Laws of 2001, Chapter 370 to prepare and submit to the Board of Chosen Freeholders for its approval a five year capital plan (The Plan) for the use of the "Document Trust Fund Monies" to the Gloucester County Board of Chosen Freeholders; and

**WHEREAS** as a Constitutional Officer, the Gloucester County Sheriff is responsible by statute for the processing and administration of foreclosures, service and execution of court process, the execution and satisfaction of liens and judgments; and for various law enforcement responsibilities; and

**WHEREAS**, the Plan covers the use of statutorily mandated fees received by the Sheriff's Office for capital expenditures for upgrading and modernizing the services provided by that Office; and

**WHEREAS**, these statutorily mandated fees are surcharges that are paid for the various statutorily enumerated services of the Sheriff's Office; and

**WHEREAS**, the revenues are to be expended solely for upgrading and modernizing the services provided by the Sheriff's Office; and

**WHEREAS**, for the year 2014, it is anticipated that the total surcharge fees collected will be approximately \$18,000.00 and thereafter it is anticipated that the fee will be as follows:

2015 - \$19,000.00; 2016 - \$20,000.00; 2017 - \$21,000.00; and 2018 - \$22,000.00; for an anticipated total of \$100,000.00 over the five-year period; and

**WHEREAS**, the Sheriff has reviewed these collections and projections with the County Finance Officer, who has concurred with these amounts and projections; and

**WHEREAS**, after conducting reviews, assessments, inspections and comparisons of concepts and alternatives, it has been determined that the monies will be applied to upgrading technological equipment within the Sheriff's Office to increase efficiency and modernize the office.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Five Year Capital Plan submitted by the Gloucester County Sheriff pursuant to P. L. 2001, chapter 370 for the years 2014 through 2018 be approved.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F1

## Gloucester County Sheriff Five Year Plan

The office of the Gloucester County Sheriff, as a Constitutional Office, is responsible for law enforcement responsibilities, the processing and administration of foreclosures, service and execution of court process and the execution and satisfaction of liens and judgments.

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

The plan is for five years and is to cover the use of the funds, and the interest, for new capital expenditures for the modernization and improvement of the functioning of the Constitutional Office.

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

The approximate fees will be as follows:

2014	\$ 18,000.00
2015	\$ 19,000.00
2016	\$ 20,000.00
2017	\$ 21,000.00
2018	\$ 22,000.00

It is thus projected that over the five year period of expenditure, the collected fees for the trust fund with interest will be \$100,000.00

I have reviewed these collections and projections with the County Finance Officer, who has concurred in these amounts and projections.

After conducting reviews, assessments, inspections and comparisons of concepts and alternatives, the monies will be applied to upgrading technological equipment within the Sheriff's Sales Unit to increase efficiency and modernize the office by doing so.

---

Carmel M. Morina, Sheriff

Date

Gloucester County, New Jersey

C: Robert M. Damminger, Freeholder Director

\* These figures are estimated without the benefit of a long history of collection. We have estimated the amount to be collected this year and added to the equation the expected growth of population in Gloucester County.

F2

**RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$144,821.00**

**WHEREAS**, the Gloucester County Prosecutor desires to submit a grant application to the New Jersey Division of Criminal Justice, Office of Insurance Fraud Prosecutor, for funding for the County Prosecutor Insurance Fraud Reimbursement Program within Gloucester County, in the amount of \$144,821.00 from January 1, 2014 to December 31, 2014; and

**WHEREAS**, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; 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 the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Criminal Justice for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$144,821.00, for the period of January 1, 2014 through December 31, 2014.

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

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application.
2. The Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents in connection with the filing of grant application with the New Jersey Division of Criminal Justice, Office of the Insurance Fraud Prosecutor for the County Prosecutor Insurance Fraud Reimbursement Program, in the amount of \$144,821.00 from January 1, 2014 to December 31, 2014.
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 additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 26, 2013 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

F2



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

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](mailto:lcerny@co.gloucester.nj.us)

[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

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

TO: MARGARET CIPPARRONE  
DEPARTMENT: PROSECUTOR'S OFFICE  
GRANT TITLE: COUNTY PROSECUTOR INSURANCE FRAUD  
REIMBURSEMENT PROGRAM

DATE: NOVEMBER 14 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: [Signature]

Grants Coordinator

FREEHOLDER MEETING: NOVEMBER 26, 2013

New Jersey Office of the Insurance Fraud Prosecutor  
County Prosecutor Insurance Fraud Reimbursement Program

**Reimbursement Application**

For the Period January 1, 2014 - December 31, 2014

**Application Overview**

Name of County: Gloucester County

Implementing Agency: Gloucester County Prosecutor's Office

Program Summary (limit 100 words or less):

Gloucester County has participated in the Insurance Fraud Reimbursement Program for fourteen years. We look forward to beginning our fifteenth year in 2014. The Gloucester County Insurance Fraud Unit's mission is: to detect, investigate and prosecute fraud; deter future acts of insurance fraud; increase citizen awareness of the offense and its inherent costs; and work with local, county and state agencies as well as insurance company investigators to achieve these objectives. To that end, the Gloucester County Insurance Fraud Unit established a number of successful proactive programs that include: in-house seminars at local police departments, local ride-alongs, ride-alongs with the MVC, the Deptford Mall Directive, public speaking engagements, participation in local public activities such as National Night Out, and providing information on insurance fraud to the Gloucester County Store, continuing the NICB program, and the State Motor Vehicle Inspection. These programs vary depending upon their success.

<b>County Requested Funding</b>	\$ 144,821
<b>OIFP Approved Funding</b>	\$

Approved: \_\_\_\_\_

Office of Insurance Fraud Prosecutor/Date

***Application Deadline: October 25, 2013***

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The application must be in the following order. Insert page numbers for each section.)

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# Applicant Information

Name of the County: County of Gloucester

Address: 2 South Broad Street, P.O. Box 337

City/State/Zip Code: Woodbury, NJ 08096

County Web Site: www.co.gloucester.nj.us

Federal ID Number: 21-6000660

County Prosecutor: Sean F. Dalton

Address, City, State, Zip: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5534

Fax: 856-384-8624

Email: sdalton@co.gloucester.nj.us

Name and Title of CPO Program Director: Margaret Cipparrone, Assistant Prosecutor

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5648

Fax: 856-384-8624

Email: mcipparrone@co.gloucester.nj.us

Name and Title of CPO Contact Person: Billie-Jo Scott, Office Manager

Address, City, State, Zip Code: P.O. Box 623, Woodbury, NJ 08096

Telephone: 856-384-5532

Fax: 856-384-8624

Email: bjscott@co.gloucester.nj.us

Name and Title of County Chief Financial Officer: Gary Schwarz, Treasurer

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856-853-3353

Fax: 856-251-6778

Email: gschwarz@co.gloucester.nj.us

Name and Title of CPO Fiscal Contact Person: Amanda Liberto, Accountant

Address, City, State, Zip Code: P.O. Box 337, Woodbury, NJ 08096

Telephone: 856-853-3356

Fax: 856-251-6778

Email: aliberto@co.gloucester.nj.us

## Agency Description, Background, ..... Experience and Capability

The Gloucester County Insurance Fraud Unit is funded by a reimbursement program administered through the State Office of the Insurance Fraud Prosecutor. The unit consists of one assistant prosecutor, one detective, and one secretary.

Assistant Prosecutor Margaret A. Cipparrone earned a Bachelor's Degree in Business Administration from the University of Michigan, graduating with high honors. She then earned a Jurisprudence Doctorate from Rutgers School of Law at Camden, graduating with highest honors and numerous awards. Prior to becoming employed with the Insurance Fraud Unit, Ms. Cipparrone worked for years with the insurance industry. As an associate in a civil defense firm, she drafted letters of opinion regarding insurance coverage issues and prepared the legal defense of hundreds of civil litigation lawsuits. The lawsuits varied from PIP claims to auto liability, premises liability, commercial liability, construction liability, contract disputes, and dramshop matters. Ms. Cipparrone's work required her to work closely with insurance claims adjusters and SIU personnel.

Detective William Perna has an Associate's Degree in Applied Science from Camden County College, a Bachelor of Arts Degree from Fairleigh Dickinson University, and a Master of Science Degree from the Fairleigh Dickinson University Public Administration Institute. He is a retired New Jersey State Police Officer, retiring after serving 27 years with the State Police and achieving the rank of Lieutenant. While in the State Police, Detective Perna was in charge of the South Intelligence Unit, responsible for investigating organized criminal activity in the seven southern counties of New Jersey. He was also assigned to the Federal Joint Terrorism Task Force in Newark on 9-11 and assigned to the Joint Terrorism Task Forces in New Jersey and Philadelphia, Pennsylvania. Detective Perna's training, experience, and numerous contacts are invaluable to the Insurance Fraud Unit within the Gloucester County Prosecutor's Office.

Marianne Smith is the secretary to the unit. Ms. Smith is a recent employee of the Gloucester County Prosecutor's Office coming to the office with years of experience as a legal secretary in a private firm. She is currently being trained by Joanne Eichenberg who worked as the unit's legal secretary off and on for years. Joanne will also be Marianne's backup. We enjoy working with both women and look forward to a new year of timely reporting to the State.

## Problem Statement

The Gloucester County Insurance Fraud Unit is pro-active in its mission to detect and deter insurance fraud. The Unit is successful in developing a good working relationship with the twenty-four local police departments. This can be attributed to our in-house seminars as well as our ride-along programs. It is necessary to continue to foster this relationship to improve detection, investigation and prosecution of insurance fraud matters.

Historically, a large number of auto thefts were reported from the Deptford Mall. However, with the institution of a program by this Unit requiring immediate faxing of auto theft reports to this Unit and the installation of new surveillance cameras, there have been no reported auto thefts at the Deptford Mall since the inception of this program in the year 2007. Thus, the Mall Initiative is no longer a necessary part of the pro-active programs

Healthcare claims fraud continues to be an increasing problem. With the increase in the popularity of pharmaceuticals as recreational street drugs, comes an increase in the number of cases involving payment for fraudulent prescriptions with an insurance prescription card. Again, the difficulty in prosecuting healthcare claims fraud appears to be the lack of training of the local police. During the investigation they do not ask what form of payment was used to purchase the prescription. Therefore, this unit continues to address the healthcare claims statute, as well as the proofs necessary to prosecute these matters, during various outreach programs.

The Insurance Fraud Unit works in concert with the Arson Unit to handle such offenses as arson for profit. The insurance fraud unit has held two seminars in the past few years for the County fire departments. The arson for profit segment of the seminars was well received. Currently there is an arson seminar planned for November 15<sup>th</sup>. The ATF is scheduled to teach on the preservation and collection of evidence to aid in the investigation of cause and origin. Moreover, Assistant Prosecutor Cipparrone teaches at the Arson Investigators Academy each time training is held. She teaches legal issues of arson investigation, including the gathering of evidence for insurance fraud prosecution and testimony at trial. This program is held every other year. AP Cipparrone taught this course in the spring 2012 and will again teach in the spring of 2014.

Moreover, AP Cipparrone teaches at the spring and fall courses for police cadets. This program is held at the Police Academy at the Gloucester County College. She teaches arson and insurance fraud among other topics. She last taught in September and October 2013.

# Program Evaluation

With two months remaining in the year, Gloucester County believes it will meet its 20013 goals. To date we have accomplished the following:

## GOALS for 2013:

1. Prevention, early detection, aggressive pursuit and prosecution of insurance fraud;
2. Increase consumer awareness;
3. Timely reporting to the State OIFP

## OBJECTIVES FOR 2013 (List the Program's Objectives):

1. Disseminate information on insurance fraud statutes and any changes or developments therein;
2. Train local police departments in detecting fraudulent documents and in healthcare claims fraud, particularly prescription payment fraud;
3. Continue with the Deptford Mall Initiative on an as needed basis
4. Train police recruits at the police academy on the insurance fraud statutes;
5. Teach candidates at the Fire Investigators Academy;
6. Provide speakers to public groups and/or work the county National Night Our Program

## PROJECT ACTIVITIES for 2013 (List specific activities related to the achievement of goals and objectives. Include dates of accomplishments.):

1. Outreach seminars with the local police departments. Target eight per year;
2. Continue Ride-Along Program with the local police departments;
3. Continue working with the MVC.
4. Continue working with Deptford Police substation within the Deptford Mall (only as necessary).
5. Teach the new police recruits on insurance statutes – spring and fall recruits at the police academy
6. Teach candidates at the Fire Investigators Academy.
7. Provide speakers to public groups on insurance fraud and identity theft and/or work National Night Out.

8. Continue participating in county activities;

9. Timely reports to the State.

**PROGRESS TO DATE:** (Relate to goals, objectives and activities. Highlight significant accomplishments and problems. Quantify where possible.)

1. Due to a lack of interest on the part of the local police departments, Detective Perna discontinued the in-house seminars with the local police departments. He now he replaced the in-house seminars with informal outreach program wherein he addressed the Insurance Fraud Unit and its function when police officers attended mandatory training and/or recertification at the Gloucester County Police Academy. Dates taught were: January 25, February 22, March 8, April 26, May 31, June 21, July 24, August 16 and September 6. Additional scheduled sessions include October 18, November 8, and December 13, 2013. after only two such sessions in 2012.

2. Again, due to the lack of interest on the part of the local police departments, no ride-alongs were conducted in 2012. However, the Gloucester County Insurance Fraud Unit conducted a weekly outreach with various Special Investigation Units (SIU) of insurance companies who write policies in the southern New Jersey area. This allows the Unit to obtain criminal cases in a timely manner and allows for an exchange of information regarding various new criminal trends. Detective Perna also meets with the State Office civil investigators on a weekly basis.

3. The Unit no longer works with the MVC on ride-a-longs since the privatization of the MVC. In lieu of that, Detective Perna contacts the MVC investigator on a weekly basis as the investigator runs applications weekly looking for suspicious activity. Additionally, each time this unit prosecutes a fraudulent insurance identification card, Detective Perna contacts the MVC investigator to determine whether the defendant used the fraudulent card to register his/her vehicle. If so, the defendant is also charged with third degree tampering with public records.

4. Additionally, the Gloucester County Insurance Fraud Unit developed a program called the Deptford Mall Stolen Vehicle Program. The Unit Detective, Bill Perna, worked with the Deptford Police and the Mall Security personnel, who both maintain satellite offices at the Mall. The program was initiated in 2003 due to the large number of stolen vehicles. At that time, the mall averaged one stolen vehicle report per week. Since the institution of the program requiring the immediate faxing of the report to this Unit, no autos have been reported stolen. This result is a combination of the new video equipment at the mall and the fast response time as a result of the faxing of the reports. This outreach program has been discontinued as there was no further need for contact due to the virtual elimination of auto thefts at this mall.

5. Assistant Prosecutor Cipparrone has taught at both the spring and fall classes of recruits at the police academy. Detective Perna has also taught both the spring and fall recruits. Each time, the insurance fraud statutes are addressed.

6. Assistant Prosecutor Cipparrone taught at the Fire Investigators' Academy in the spring of 2012 and will again teach in 2014.

7. Both Detective Perna and AP Cipparrone participated in the National Night Out program

8. Unfortunately, this county has not been timely in its submission of reports. However, we are working on the problem, and believe that we will be timely for the end of the year reports and all future reports.

## Goals, Objectives and Activities

The Gloucester County Insurance Fraud Unit is proactive. While the Unit used to sponsor training seminars for local law enforcement officials, county, agencies, and SIU personnel, funds no longer allow for this type of activity. The prior ride-along program and in-house seminars were not successful in 2012. Not to be dissuaded, Detective Perna has devised other activities to obtain our goals for 2013. He began teaching officers at the Gloucester County Police Academy during mandatory training and/or recertification courses. During the teaching, Detective Perna address the Insurance Fraud Unit and the Insurance Fraud Statutes.

Each year Detective Perna attends the annual Insurance Fraud Summit. Each time he attends such an event, he learns something new which eventually leads to a new program for our county. This year this county was fortunate to receive funding to pay for Detective Perna's attendance. In lieu of the in-house seminars with the ride-a-long program for the local police departments, Detective Perna will utilize the contacts made during the Annual Summit to conduct monthly meetings with the SIU Investigators of the insurance carriers who write policies for the Gloucester County Area. He has been doing this for the past two years and finds it to be invaluable.

In 2003, Prosecutor Sean Dalton formed the Arson Unit. By virtue of the number of arsons that are motivated by insurance money, this Unit became an arm of the Insurance Fraud Unit. The arson investigator is not funded by the insurance fraud grant but by the County Board of Chosen Freeholders. However, matters are referred to the Insurance Fraud Unit for additional investigation and handling. The County held two seminars: 2004 and 2005. Due to a lack of funds, there have been no subsequent seminars. However, the ATF has teamed with Gloucester County and *will be presenting an arson seminar on Friday, November 15, 2013*. The topic to be addressed is the preservation and collection of evidence for more accurate testing as an aid to the determination of cause. Additionally, Assistant Prosecutor Cipparrone teaches at the Fire Investigators' School. She addresses the legal aspects of an arson investigation, focusing on the evidence necessary to prosecute insurance fraud offenders. She most taught in the spring of 2012, and will teach again in 2014.

Previously, this Unit was able to meet its deadlines for reporting to the state. After many changes in clerical personnel, Joanne Eichenberg once again began handling the unit's clerical matters. However, the unit secretary was very recently changed to Marianne Smith. Fortunately, Ms. Eichenberg is training Ms. Smith and will act as her backup.

The program developed by the Gloucester County Insurance Fraud Unit is successful. The monthly, quarterly, and semi-annual reports for all years 1999 to date reflect that the number of cases opened and prosecuted remains fairly consistent. Moreover, the quality of the matters has improved and the number of dismissed cases has declined. We believe that this is a direct result of the efforts of this Unit.

### Goals for 2014:

1. Prevention and early detection of insurance fraud with aggressive pursuit and prosecution;
2. Increase police officer and consumer awareness;
3. Thorough and timely reporting to the State Office of the Insurance Fraud Prosecutor.

Objectives and Activities.

1. Disseminate new information, if any, regarding changes in the insurance fraud statutes or judicial interpretation thereof to the local police departments.
2. Train police recruits at the academy.
3. Teach seasoned officers during mandatory training and/or recertification, addressing insurance fraud
4. Teach candidates at the Fire Investigators Academy
5. Continue weekly meetings with the State civil investigators for possible leads.
6. Continue weekly contact with the investigator at the MVC.
7. Provide speakers to public groups on an as needed basis and/or participate in county activities such as National Night Out.
8. Timely reporting to the State.

# Program Action Plan

(attach additional sheets if necessary, please follow format below)

**Goal:**

Objective	Activity	Program start up date and completion date	Person Responsible
Disseminate information re: Insurance fraud statutes and any changes or developments therein	<ol style="list-style-type: none"> <li>1. Meet with County Boards and/or self-insured's</li> <li>2. Work county activities such as National Night Out</li> <li>3. Teach the recruits re: same</li> <li>4. Teach seasoned officers</li> </ol>	<p>Cont'd- Target two by October 1, 2014</p> <p>Cont'd- two by October 31, 2014</p> <p>Cont'd- Target two times by AP during 2014</p> <p>Cont'd -Target 8 times by Det.</p>	<p>AP Cipparrone and/or Detective William Perna</p> <p>AP Cipparrone and/or Detective William Perna</p> <p>AP Cipparrone and Detective William Perna</p>
Work with OIFP to obtain leads	Weekly contact with civil investig	Cont'd - weekly	Detective William Perna
Work with SIU personnel from Insurance carriers	Meet with SIU personnel at their place of business	Target is six such meetings in 2014	Detective William Perna
Work with MVC Investigator	Work with the MVC investigator as he performs the weekly checklist	Cont'd - weekly	Detective William Perna

## Program Personnel

(Attach Resumes, Job Descriptions and Organizational Chart)

### Insurance Fraud Detective

Position responsibilities are:

Seek out and investigate insurance fraud matters. Participate in the ride-along program by accompanying local police departments on their patrols to train local officers in the detection and investigation of insurance fraud matters. Work with the MVC doing similar work. Work with the Deptford Police Department substation at the Deptford Mall to identify fraud indicators with respect to stolen motor vehicle reports. Review all reports received from the substation for possible prosecution. Speak at public functions to disseminate information regarding insurance fraud and its impact on the public. Work with the Arson Unit to investigate potential insurance fraud in all arson matters. Attend South Jersey Working Group meetings, attend meetings sponsored by the State Office of the Insurance Fraud Prosecutor. Aggressively pursue and investigate all files for evidence of insurance fraud. Meet with and discuss cases with the County Insurance Fraud Assistant Prosecutor.

### Insurance Fraud Assistant Prosecutor

Requires a Jurisprudence Doctorate from an accredited law school. Must be licensed to practice in the State of New Jersey and pass the appropriate background review. Must have experience in the field of insurance law.

Position responsibilities are:

Review investigative files and determine if presentation to the Grand Jury is warranted. Present matters to the Grand Jury. Once indicted, proceed with prosecution, coordinating with the State Office of the Insurance Fraud Prosecutor for civil fines. Meet with the Prosecutor to review files as necessary. Prepare brochures for dissemination to the public, as necessary. Prepare and disseminate a news bulletin to the local police departments as warranted. Teach insurance law statutes at the County Police Academy three times a year. Review reports prepared by clerical personnel for accuracy. Prepare grant application and meet with Billie-Jo Scott regarding same and with respect to maintenance of financial records.

### Secretary

Position responsibilities are:

Prepare all subpoenas and correspondence for Detective William Perna. Prepare all correspondence for Assistant Prosecutor Cipparrone. Diary all court dates for AP Cipparrone and pull files with reminders. Maintain accurate and timely records for the Insurance Fraud Unit. Prepare monthly, quarterly, semi-annual and annual reports to the State of New Jersey.

Resume of  
WILLIAM J. PERNA SR.  
132 South Cedar Ave.  
Bellmawr, New Jersey, 08031  
856-931-0142

EDUCATION:

Fairleigh Dickinson University, Public Administration  
Institute. Teaneck, New Jersey.  
Master of Science Degree.

Fairleigh Dickinson University, Teaneck, New Jersey.  
Bachelor of Arts Degree.

Fairleigh Dickinson University/ New Jersey  
Department of Personnel, Certified Public Manager  
Program. August 4, 2001.  
Certified Public Manager

Camden County College, Blackwood, New Jersey,  
Graduated 1978, Business Administration, Accounting  
Major.  
Associate in Applied Science Degree

TEACHING EXPERIENCE

Gloucester County Community College, Sewell,  
New Jersey. 2003 to Present.

Adjunct Professor teaching Social Science Courses:  
SOC 205 Introduction to Criminology,  
SOC 261 Organized Crime  
SOC 262 Domestic and International Terrorism and  
SOC 225 Community Policing.

Fairleigh Dickinson University, Teaneck, New  
Jersey; 2002 To Present – Adjunct Professor  
teaching Master's and Undergraduate courses in the  
Public Administration Program.

St. Joseph's University, Philadelphia, Pennsylvania,  
2003 to Present - Adjunct Professor, Public Safety  
and Environmental Protection Program, Master of  
Science curriculum

Gloucester County Police Academy, Sewell, New Jersey, 2001 to present – Teaching recruit and advanced schools including Police Leadership, Community Policing, Cultural Diversity, Racial Profiling, Crimes Against Persons, Crimes against Property, Informant Cultivation, Report Writing, and physical training of new police recruits.

Seton Hall University affiliation with/at the New Jersey State Police Academy August 1985 to November 2001 – Instructing Police Ethics, Organized Crime School, Criminal Investigation School, Advanced Narcotics School. Instructed Use of Force, Firearms, PR-24, and Weapon Retention schools.

CAREER EXPERIENCE:

Gloucester County Prosecutor's Office  
Hunter & Euclid Streets, PO Box 860,  
Woodbury, New Jersey, 08096  
Ten years of service

November 2001 to present. Assigned to the U.S. Attorney's Joint Terrorist Task Force (JTTF) in Philadelphia/South Jersey, and New Jersey Office of Counter-Terrorism. Conducted internal investigations of criminal allegations against police officers in Gloucester County. Assigned to conduct in-depth investigations into insurance and health care frauds. Currently assigned to the Major Crimes Units and assist on Fugitive, Major Crimes, Police Training and Academy instruction.

New Jersey State Police

PO Box 7068,  
West Trenton, New Jersey 08628  
Twenty-seven Years of Service  
Retired at the Rank of Lieutenant

October 1997 to November 2001: Lieutenant – Supervisor of the South Intelligence Unit, Intelligence Services Section. Supervised all intelligence related criminal investigations conducted by the South Intelligence Unit. Unit was responsible for the collection of intelligence information targeting

traditional and non-traditional organized criminal factions in the seven southern counties of New Jersey. Managed all unit administrative functions including evidence and confidential funds. September 11, 2001, assigned to the FBI Newark Division after the World Trade Disaster. Supervised approximately twenty-five State Police detectives conducting terrorism related investigations for the FBI Task Force. Also assigned to the Philadelphia and Newark Joint Terrorist Task Forces (JTTF).

January 1995 to May 1996 – Detective Sergeant First Class (Assistant Unit Leader) assigned to the Federal Bureau of Investigation, Philadelphia Office, Criminal Enterprise Intelligence Squad. Worked as a member of the FBI's first Intelligence Squad. Received top-secret security clearance. Deputized as a special FBI agent and Deputy U.S. Marshall. Conducted intelligence related investigations into organized criminal activity involving traditional and non-traditional organized criminal groups. Assisted various FBI squads in conducting investigations involving terrorism, bank robbery, white collar crime, fugitive, illegal firearms, and narcotics activities. Testified in Federal court during an R.I.C.O. trial involving several members and associates of the Philadelphia La Cosa Nostra (LCN) under Boss John Stanfa. Authored, monitored, and conducted intelligence analysis of three dialed number recorders which led to an active investigation of Philadelphia LCN members. Case resulted in arrest of fifteen LCN members and associates in the State of Pennsylvania. This case was used a trial of Philadelphia LCN Boss, Joseph Merlino, and seven LCN members.

November 1985 to January 1995 -Detective Sergeant- South Intelligence Unit, Camden New Jersey. Investigated organized criminal conspiracies in the seven southern counties of New Jersey. Investigated organized criminal activities primarily involving the Philadelphia La Costa Nostra and methamphetamine manufacturers. Worked in covert and overt capacities. Developed confidential sources. Prepared affidavits for wiretaps, dialed number

recorders, toll billing records, as well as authorization for consensual recordings. Interacted with Federal, State, and County Agencies. Entered informants in Federal and State Witness Protection Programs. Worked with Federal and State prosecutors preparing and prosecuting cases. Testified in Federal R.I.C.O. trials leading to convictions of five LCN soldiers and associates. Received State Police Meritorious Service Award (Medal) for investigative related activities. Received several FBI and police citations for investigative accomplishments. Developed cases involving illegal manufacturing, possession, and distribution of illegal firearms.

November 1978 to November 1985 - Superintendents Special Staff Section, Casino Gaming Bureau. Conducted corporate and key personnel background investigations for state licensing. Worked inside casinos in both covert and overt capacities. Conducted in-depth criminal investigations while assigned to the Special Investigations Unit during a four-year period. Prepared wiretap, dialed number recorder, search warrant, toll billing affidavits, and consensual recording authorizations. Worked with police agencies around the world. Recommended for Trooper of the Year for solving the first armed robbery of a New Jersey casino, three years after it occurred. Received State Police Certificate of Commendation (Medal) for investigative accomplishments. Received numerous letters and certificates of commendation from a variety of police agencies.

January 1975 to November 1978 - Field Operations Section, Troop "A," worked as a general duty road Trooper at five stations. Received State Police Meritorious Service Award (Medal) for apprehending an armed felon attempting to kill myself and another Trooper.

TECHNICAL/  
PROFESSIONAL  
TRAINING

October 2002	Division of Criminal Justice, Interview and Interrogation Course.
June 2002	Gloucester County Police Academy, Firearms Instructor
May 2002	International Association of Auto Theft Investigators Seminar.
May 2002	Wilmington College Terrorism Seminar.
April 2002	Division of Criminal Justice, Criminal Procedure Course.
March 2002	Division of Criminal Justice, Internal Affairs Policy and Procedures Course.
August 2001	Certified Public Manager Certification Program
January 2001	Certificate in Supervisory Management, Certified Public Manager Program.
October 2000	Ethics-Instructor Training Sea Girt, N.J. (40 Hours)
November 1999	Leadership Dynamics Seminar, Sea Girt, N.J. (40 Hours)
March 1996	Maglocen Gang Threat Awareness Seminar.
February 1996	Federal Bureau of Investigation Deadly Force Seminar. (40 Hours)
November 1995	Federal Bureau of Investigation Firearms Course
April 1995	Interview and Interrogation School, Sea Girt, N.J. (40 Hours)
December 1994	Police Supervision School, Sea Girt, N.J. (80 Hours)
January 1992	U.S. Customs Cross Designation School, Fort Dix, N.J.
July 1989	Federal Bureau of Investigation National Law-Enforcement Gang Seminar.
October 1988	Organized Criminal Groups School, Sea Girt, N.J. (40 Hours)
October 1986	Financial Statement Analysis Seminar, Princeton, N.J.

April 1988	Instructor Training School, Sea Girt, N.J. (80 Hours)
September 1986	Firearms Instructor Training School, Sea Girt, N.J. (40 Hours)
September 1986	PR-24 Instructor Training School, Sea Girt, N.J.
February 1986	Racketeer Influenced and Corrupt Organizations Seminar, Princeton, N.J.
December 1985	40 hour Organized Crime Analysis Seminar, Princeton, N.J.
April 1982	Rules of Casino Games, Atlantic City, N.J. (80 Hours)
April 1979	Criminal Investigation School, Sea Girt, N.J. (40 Hours)
March 1979	40 hour 2C Criminal Code Training Course, Sea Girt, N.J.
January 1979	New Jersey State Police Wiretap Seminar, Sea Girt, N.J.
December 1978	80 hour Investigators' Training, Division of Gaming Enforcement, Lawrence, N.J.
October 1978	Hostage Negotiation In-Service, Sea Girt, N.J.
March 1978	Moving Radar Operator.
June 1977	Search and Seizure In-Service, Sea Girt, N.J.
March 1977	40 hour Breathalyzer Operator School, Hammonton, N.J.
January 1977	40 hour Basic Drug Enforcement School, Sea Girt, N.J.
March 1975	Vascar Operator Training.

PROFESSIONAL  
LICENSES:

Certified Public Manager, Certified Substitute Teacher, Certified Divemaster (Scuba Diving), Black Belt in Shotokan Karate.

HOBBIES:

Running, Weightlifting, Karate

AWARDS/LETTERS:

New Jersey State Police Letter of Commendation for efforts during the planning, implementation, and coordinating the State Police operation during the Republican National Convention, Camden City, New Jersey, during July and August 2000. Letter was presented by Colonel Dunbar, November 2000.

U. S. Department of Justice, Federal Bureau of Investigation Certificate of Appreciation for lengthy investigation conducted with members of the Philadelphia FBI Division. Presented by Director Freeh, February 2000.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for my actions during the arrest of three heavily armed bank robbers on the New Jersey Turnpike, without using deadly force. During the arrest I came under automatic weapon's fire. The arrested individuals had shot at police officers in the past. Presented July 1999.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for an investigation I conducted with the FBI which resulted in the convictions of three LA Costa Nostra members, the seizure of an active methamphetamine laboratory, and \$775,000.00 of finished methamphetamine. Presented April 1996.

New Jersey State Police Meritorious Service Award for investigation of the Stanfa Crime Family resulting in the arrest of "Boss" John Stanfa, "Underboss" Frank Martines and "Capo" Vincent Pagano, and seven others for narcotics and weapons. Presented December 23, 1995.

New Jersey State Police Letter of Commendation for a criminal investigation which resulted in the seizure of seventeen (17) pounds of methamphetamine, cash, four illegal handguns and other valuables in the amount of \$192,000.00. Presented November 1995.

U. S. Department of Justice, Federal Bureau of Investigation Letter of Commendation for an investigation I conducted which led to Federal R.I.C.O. charges preferred against three top leaders of the Philadelphia La Costa Nostra. Presented November 1995.

New Jersey State Police Letter of Commendation for my actions during the murder of two Police Officers and the wounding of a third, which occurred in Haddon Heights, N.J. Presented May 1995.

Philadelphia Police Department Letter of Commendation for apprehension of an individual wanted for murder, narcotic's distribution, and conspiracy. Presented January 1992.

Philadelphia Police Department Letter of Recognition for identification and apprehension of two individuals, involved with the Junior Black Mafia. I charged these individuals with murder, aggravated assault and weapons offenses. Presented August 1989.

New Jersey Letter of Commendation for an LCN investigation that I initiated and worked jointly with the Philadelphia Police Department. Eight individuals were arrested after fifteen search warrants were executed in two states. \$20,000.00 cash and bets totaling in excess of one million dollars were confiscated. Presented March 1989.

New Jersey State Police Letter of Commendation for interdicting a million-dollar illegal gambling operation in two states. \$20,000 cash was seized as well as four handguns and eight defendants. Presented November 1988.

New Jersey State Police Letter of Commendation for a murder investigation involving a hit and run accident, which resulted in the arrest of three individuals for homicide. Presented March 15, 1988.

New Jersey State Police Certificate of Commendation for the apprehension of two state prison escapees breaking into a private residence. This apprehension occurred while off-duty. Presented April 1985.

New Jersey State Police Meritorious Service Award For the apprehension of an armed subject attempting to kill another Trooper and myself. June 1977.

Complete this PERSONNEL Budget Request form if applying for Full-Time or Part-Time Insurance Fraud Positions. (Part-time personnel must devote at least 50% of their time to insurance fraud. If personnel are assigned less than 50% to insurance fraud, the county must apply for Full-Time Equivalent (FTE) hours.)

Refer to Program Requirements (rev. 8/27/13) for relevant information.

## Full-Time or Part-Time Personnel Budget Request

### 1. Salaries and Wages (list each position separately)

Position/Title and Name of Insurance Fraud Personnel	% of Time Spent on Insurance Fraud Activities	Annual Salary or Hourly Rate	Amount Requested for Program Period
1. Detective William Perna	100%	\$ 101,610	\$ 101,610
2.	%	\$	\$
3.	%	\$	\$
4.	%	\$	\$
5.	%	\$	\$
<b>Total Requested for Salaries and Wages:</b>			<b>\$ 101,610</b>

### 2. Fringe Benefits

Name of Insurance Fraud Personnel (from above)	Rate	Salary Base	Amount Requested for Program Period
1. William Perna (PFRS, UE, FICA/MED)	31.02%	\$101,610	\$31,519.42
2. Additional quarterly fringe (dental & vision \$25.70/mo)	%	\$308.40	\$308.40
3.	%	\$	\$
4.	%	\$	\$
5.	%	\$	\$
<b>Total Requested for Fringe Benefits:</b>			<b>\$31,828</b>

<b>TOTAL REQUESTED FOR PERSONNEL:</b>	<b>\$133,438</b>
---------------------------------------	------------------

**NOTE:** Overtime is a non-reimbursable expense.

Complete this PERSONNEL Budget Request form if applying for Full-Time Equivalent (FTE) Hours.

Refer to Program Guidelines (rev. 8/27/13) for relevant information.

## FTE Personnel Budget Request

### 1. Salaries and Wages

Note: 1200 FTE hours = 1 full-time position.

Calculate amount requested for each position as follows:

Median Hourly Salary x Total FTE Hours per Year.

Position	Median Hourly Salary	Estimated FTE Hours per Quarter	Total FTE Hours per Year	Amount Requested for Program Period
1. Assistant Prosecutor	\$50	25	100	\$5,000
2. Investigator				
3. Professional				
4. Clerical	\$30	20	80	\$2,400

<b>Total Requested for Salaries and Wages</b>	<b>\$7,400</b>
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### 2. Fringe Benefits

Fringe benefits rates are based on the County rates established for each position.

Calculate total fringe benefits rates using County established rates per position as follows:

Median Hourly Salary x Total FTE Hours per Year x Fringe Benefits Rate.

Position	Median Hourly Salary	Total FTE Hours per Year	Fringe Benefits Rate	Amount Requested for Program Period
1. Assistant Prosecutor	\$50	100	53.83%	\$2,691.50
2. Investigator				
3. Professional				
4. Clerical	\$30	80	53.83%	\$1,291.92

<b>Total Requested for Fringe Benefits</b>	<b>\$3,983</b>
--	----------------

<b>TOTAL REQUESTED FOR PERSONNEL</b>	<b>\$11,383</b>
--------------------------------------	-----------------

**NOTE:** Overtime is a non-reimbursable expense.

# Budget Narrative

## Salaries & Wages

The Gloucester County Insurance Fraud Unit is requesting only those funds necessary for the continuation of this Unit. Detective Perna works 100% on his time on insurance fraud matters, unless otherwise noted on the time certifications. Mariann Smith is the Secretary assigned to the unit as FTE. Margaret Cipparrone is the Assistant Prosecutor assigned to the unit as FTE. The FTE allocations are necessary as the Gloucester County Prosecutor's Office needs to equitably distribute the heavy workload amongst the existing Assistant Prosecutors. AP Cipparrone will meet the goals of the Insurance Fraud Unit while also contributing time to other matters. In addition FTE reimbursements will be requested for other assistant prosecutor and/or support staff that work on insurance fraud matters if Ms. Cipparrone and/or Ms. Smith are unavailable.

## Fringe Benefits

Fringe benefits rates are based on the current 2013 rates as 2014 rates are not yet available. A copy of the memo from the County Treasurer is attached.



BOARD OF  
CHOSEN FREEHOLDERS  
COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY  
FREEHOLDER DIRECTOR  
Robert M. Damminger

TO: ALL DEPARTMENTS  
FROM: GARY M. SCHWARZ  
COUNTY TREASURER  
DATE: APRIL 30, 2013  
RE: 2013 FRINGE BENEFITS

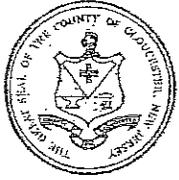
The 2013 General Fringe Benefit percentage is 54.55%. The breakdown by individual category is as follows:

Pension	13.65*
Group Insurance	32.87
NJ Employment Security	.38
FICA/Medicare	7.65
	<u>54.55</u>

\*For employees covered by Police and Firemen Pension, substitute 22.99% for the above 13.65%.

The Workmen's Compensation rate must be added for each particular position.

Also, please note that these figures are averages for the County at large. If a grant specified that fringes need to be identified by individual, this percentage would not apply.



COUNTY TREASURER'S  
OFFICE

TREASURER  
Gary M. Schwarz

Phone: 856.853.3353

BUDGET OFFICES

Phone: 856.853.3322  
Fax: 856.251.6778

P.O. Box 337  
Woodbury, NJ 08096

[www.co.gloucester.nj.us](http://www.co.gloucester.nj.us)

New Jersey Relay Service - 711

## Budget Request Summary

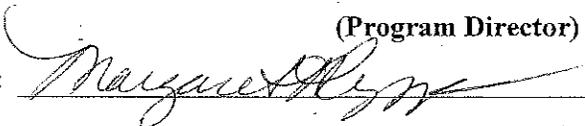
Budget Categories	Amount Requested for Program Period
Personnel	
Salaries & Wages	\$109,010
Fringe Benefits	\$35,811
<b>Total Program Request:</b>	<b>\$144,821</b>

### CERTIFICATION

The undersigned certifies that the above budget requests are to be utilized for the reimbursement for established activities undertaken in connection with investigating and prosecuting insurance fraud or to expand units working on insurance fraud matters.

Name/Title: Margaret Cipparrone, Assistant Prosecutor

(Program Director)

Signature: 

Date: 10/24/13

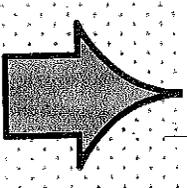
## Application Authorization

The person whose signature appears below is authorized to submit this application to the New Jersey Department of Law and Public Safety, Office of the Insurance Fraud Prosecutor, for the following Program:

(name of Program) County Prosecutor Insurance Fraud Reimbursement Program  
at the estimated total cost of \$ 144,821

The undersigned agrees upon approval of this application on behalf of the applicant agency to comply with the GENERAL CONDITIONS and ASSURANCES of the Reimbursement Program.

The undersigned also certifies the following regarding Civil Rights Compliance, Debarment and Suspension and Drug-Free Workplace.



\_\_\_\_\_  
(Signature of Authorizing Official)

Robert M. Damminger, Freeholder Director  
(Type Name and Title)

\_\_\_\_\_  
(Date)

### Civil Rights Compliance

An Equal Employment Opportunity Program (Affirmative Action Plan) in accordance with 28 CFR 42.301, *et seq.*, Subpart E, covering the employment practices of the implementing agency has been executed and is available for review in the office of:

Name: Equal Employment Opportunity Office  
Title: \_\_\_\_\_  
Agency: County of Gloucester  
Address: 2 South Broad Street  
City/State: Woodbury, NJ 08096  
Telephone: 856-384-6903

## General Conditions & Assurances

1. The county assures that funds made available pursuant to *N.J.S.A. 17:33A-28* will be used solely for insurance fraud activities.
2. The county assures that it will maintain fund accounting, auditing, monitoring and such evaluation procedures as may be necessary; that it will keep such records as the Office of the Insurance Fraud Prosecutor (OIFP) shall prescribe; that it will assure fiscal control, proper management and efficient disbursement of funds received under the Act.
3. The county assures that it will maintain such data and information and submit such reports, in such forms, at such times, and containing such information, as OIFP may require.
4. The county certifies that the program contained in its application meets all requirements, that all the information is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all provisions of all applicable Federal and State laws, regulations and guidelines.
5. The county assures that it will comply with all applicable Federal and State anti-discrimination laws.
6. The county assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, or sex against recipient of funds, after due process hearing, the recipient will forward a copy of the finding to OIFP.
7. The county assures that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 *CFR* 42.301 *et seq.*, it will maintain a current plan on file.
8. The county assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
9. The county agrees to notify OIFP as soon as possible, but not later than thirty (30) days, of any material developments or changes occurring in the county's action plan during the applicable period for which this funding reimbursement is made.  
  
Examples of material developments or changes include, but are not limited to:
  - a. Change of contact person, telephone number, or office location.
  - b. Any audit conducted by any governmental agency which demonstrates non-compliance with the terms of this funding.
10. Where activities supported by this reimbursement program produce original books, manuals, films or other copyrightable material, the county may copyright such, but OIFP reserves royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and authorize others to do so. OIFP also reserves the right to require the county not to publish, and the county thereupon shall refrain from publishing any material, whether copyrightable or not, that OIFP shall designate; provided, however, such right shall not be exercised unreasonably. Any publication by the county shall include, on the title page, a standard disclaimer of responsibility by OIFP for any opinions or conclusions contained therein. In addition, the following language must appear on any publication or program, "This program or project was made possible (either in part or wholly) by funding provided by the Office of the Insurance Fraud Prosecutor."

11. The county will give OIFP, access to and the right to examine all records, books, papers, or documents related to the program.
12. The county will comply with applicable Federal, State and Local audit requirements, including the requirements of *N.J.S.A. 40A:5-4*; State of New Jersey, Department of Treasury, OMB Circular Letter 04-04 found at: <http://www.state.nj.us/infobank/circular/cir0404b.htm>; and the Federal Office of Management and Budget Circular Letter A-133 as revised and found at: [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).
13. The county will notify OIFP of any exceptions and/or findings regarding this program as a result of any Federal, State or Local audit.
14. The county will comply with all Allocation Requirements that may be stipulated or applied to specific programs by the Department of Law and Public Safety.
15. The county will comply with all the requirements contained in the Program Requirements (rev. 8/27/13) for the specific program for which the applicant has applied.

#### CERTIFICATION

I certify that the action plan proposed in this application and the funds applied for will be used to augment current anti-insurance fraud efforts, that it meets all the requirements of the Automobile Insurance Cost Reduction Act of 1998 (*N.J.S.A. 17:33A-28*), that all of the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the Act and all other applicable Federal and State laws, regulations and guidelines.



County Prosecutor's Signature

Sean F. Dalton

County Prosecutor's Full Name  
(Please type)

10/24/13

Date

RESOLUTION AUTHORIZING GRANT APPLICATION FOR THE COUNTY  
PROSECUTOR INSURANCE FRAUD REIMBURSEMENT PROGRAM THROUGH  
THE NEW JERSEY DIVISION OF CRIMINAL JUSTICE, OFFICE OF THE  
INSURANCE FRAUD PROSECUTOR, IN THE AMOUNT OF \$144,821, FROM  
JANUARY 1, 2014 TO DECEMBER 31, 2014

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the New Jersey Division of Criminal Justice, Office of Insurance Fraud Prosecutor, for funding for the County Prosecutor Insurance Fraud Reimbursement Program within Gloucester County, in the amount of \$144,821 from January 1, 2014 to December 31, 2014; and

WHEREAS, the Board of Chosen Freeholder of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; 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 the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Criminal Justice for the administration of grant projects; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges that the amount of the grant funds to be requested is \$144,821.00, for the period of January 1, 2014 through December 31, 2014.

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

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application.
2. The Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents in connection with the filing of grant application with the New Jersey Division of Criminal Justice, Office of the Insurance Fraud Prosecutor for the County Prosecutor Insurance Fraud Reimbursement Program, in the amount of \$144,821.00 from January 1, 2014 to December 31, 2014.
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 additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 26, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

61

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND BOROUGH OF GLASSBORO FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

**WHEREAS**, the Borough of Glassboro (hereinafter the "Borough"), located in the County of Gloucester, has a need for landscape design services, specifically for the newly renovated Historic Train Station located at Oakwood and Laurel Avenues; and

**WHEREAS**, the County of Gloucester (hereinafter the "County") employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the Borough has requested the County to make its Landscape Design Architect available to the Borough for the provision of such services for the Borough; and

**WHEREAS**, the County and the Borough desire to enter into an 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 the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

**WHEREAS**, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

**WHEREAS**, the County makes this service available to all municipalities within Gloucester County free of charge for one (1) year, and this service shall be effective from November 26, 2013 to November 25, 2014.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement between the County of Gloucester and the Borough of Glassboro for the provision of landscape consultation services by the County's Landscape Design Architect, from November 26, 2013 to November 25, 2014, for landscape design for the newly renovated Historic Train Station located at Oakwood and Laurel Avenues, and other possible projects, free of charge.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**

51

**SHARED SERVICES AGREEMENT BETWEEN THE  
COUNTY OF GLOUCESTER AND THE BOROUGH OF GLASSBORO  
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

**This Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this 24<sup>th</sup> day of April 2013, by and between the **Borough of Glassboro**, a body politic and corporate of the State of New Jersey (hereinafter the “Borough”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the Borough, which is located in the County, has need for a Landscape Architect’s design services to develop a landscape design for *the newly renovated Historic Train Station located at Oakwood and Laurel Avenues*, and other possible projects; and

**WHEREAS**, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the Borough has requested that County make its Landscape Design Architect available to the Borough for the provision of such services; and

**WHEREAS**, the County is willing and able to make its Landscape Design Architect available to the Borough, and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for a landscape design for *the newly renovated Historic Train Station located at Oakwood and Laurel Avenues*, and other possible projects in the Borough.

**B. NO PAYMENT FROM BOROUGH TO COUNTY.**

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the City is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

**D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.**

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough 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 Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

**E. COMPLIANCE WITH LAWS AND REGULATIONS**

The Borough agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

**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 Borough, 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 Borough 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.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of November 26, 2013, which date shall be considered the commencement date of this Shared Services Agreement, for a period of one (1) year.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DiLELLA, CLERK**

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

**ATTEST:**

**BOROUGH OF GLASSBORO**

\_\_\_\_\_  
**MUNICIPAL CLERK**

\_\_\_\_\_  
**LEO McCABE, MAYOR**

62

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE BOROUGH OF PITMAN FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

**WHEREAS**, the Borough of Pitman (hereinafter the "Borough"), located in the County of Gloucester, has a need for landscape design services, specifically to develop a garden at Pitman High School, and other possible projects; and

**WHEREAS**, the County of Gloucester (hereinafter the "County") employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the Borough has requested the County to make its Landscape Design Architect available to the Borough for the provision of such services for the Borough; and

**WHEREAS**, the County and the Borough desire to enter into an 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 the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

**WHEREAS**, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services; and

**WHEREAS**, the County makes this service available to all municipalities within Gloucester County free of charge for one (1) year, and this service shall be effective from November 26, 2013 to November 25, 2014.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement between the County of Gloucester and the Borough of Pitman for the provision of landscape consultation services by the County's Landscape Design Architect, from November 26, 2013 to November 25, 2014, for landscape design for a garden at Pitman High School, and other possible projects, free of charge.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DiLELLA, CLERK**

GD

**SHARED SERVICES AGREEMENT BETWEEN THE  
COUNTY OF GLOUCESTER AND THE BOROUGH OF PITMAN  
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

**This Uniform Shared Services Agreement** (“Shared Services Agreement”), dated this 24<sup>th</sup> day of April 2013, by and between the **Borough of Pitman**, a body politic and corporate of the State of New Jersey (hereinafter the “Borough”), **and the County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

**RECITALS**

**WHEREAS**, the Borough, which is located in the County, has need for a Landscape Architect’s design services to develop a landscape design for *a garden at the Pitman High School*, and other possible projects; and

**WHEREAS**, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

**WHEREAS**, the Borough has requested that County make its Landscape Design Architect available to the Borough for the provision of such services; and

**WHEREAS**, the County is willing and able to make its Landscape Design Architect available to the Borough, and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. (hereinafter the “Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

**AGREEMENT**

**A. DESCRIPTION OF CERTAIN SERVICES.**

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for a landscape design for *a garden at the Pitman High School*, and other possible projects in the Borough.

**B. NO PAYMENT FROM BOROUGH TO COUNTY.**

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the City is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

**C. DURATION OF AGREEMENT.**

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

**D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.**

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough 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 Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

**E. COMPLIANCE WITH LAWS AND REGULATIONS**

The Borough agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

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 Borough, 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 Borough 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.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of November 26, 2013, which date shall be considered the commencement date of this Shared Services Agreement, for a period of one (1) year.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DiLELLA, CLERK**

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

**ATTEST:**

**BOROUGH OF PITMAN**

\_\_\_\_\_  
**JUDY O'DONNELL  
MUNICIPAL CLERK**

\_\_\_\_\_  
**RUSSELL C. JOHNSON III, MAYOR**

**RESOLUTION TO ACCEPT THE BOROUGH OF WENONAH'S GREEN ACRES GRANT IN THE AMOUNT OF \$325,000.00 TO BE USED EXCLUSIVELY TO ASSIST IN THE PROPOSED ACQUISITION OF THE MAPLE RIDGE PROPERTY THROUGH THE GREEN ACRES/OPEN SPACE PRESERVATION PROGRAM**

**WHEREAS**, the County of Gloucester has been an active participant in the proposed acquisition of the Maple Ridge property (hereinafter "Maple Ridge"), known as Block 400, Lot 3 (previously known as Block 400, Lots 3, 10, 18 & 19), Township of Deptford and Block 173, Lot 4, through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, the Borough of Wenonah has also been a strong advocate in the preservation of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, the Borough of Wenonah applied for and was awarded a \$325,000.00 Grant from the New Jersey Green Acres Program to be used exclusively to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, the Borough of Wenonah's Green Acres Grant would only be eligible for a 25% matching grant from the New Jersey Green Acres Program to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, the New Jersey Green Acres Program has indicated that if the Borough of Wenonah transfers their Green Acres Grant to the County of Gloucester, the Grant would be eligible for a 50% matching grant from the New Jersey Green Acres Program to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, on September 12, 2013, the Borough of Wenonah passed Resolution R-2013-87, formally approving the transfer of the Borough's Green Acres Grant to the County of Gloucester, to be used exclusively to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, it is necessary that the County pass a resolution indicating that it will accept the Borough of Wenonah's Green Acres Grant in the amount of \$325,000.00 to be used exclusively to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, it is understood that the transfer of the Borough of Wenonah's Green Acres Grant in the amount of \$325,000.00 to the County of Gloucester to be used exclusively to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program is contingent upon approval of the same by the New Jersey Joint Budget Oversight Committee (JBOC); and

**WHEREAS**, it is further understood that should the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program not come to fruition, then any and all funding received by the County through the Borough of Wenonah's Green Acres Grant in the amount of \$325,000.00 be returned to the New Jersey Green Acres Program.

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

1. The County Gloucester will accept the Borough of Wenonah's Green Acres Grant in the amount of \$325,000.00 to be used exclusively to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program.

2. The transfer of the Borough of Wenonah's Green Acres Grant in the amount of \$325,000.00 to County of Gloucester to be used exclusively to assist in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program is contingent upon approval of the same by the New Jersey Joint Budget Oversight Committee (JBOC).

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

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

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**RESOLUTION SUPPORTING THE PROPOSED ACQUISITION OF THE MAPLE RIDGE PROPERTY THROUGH THE GREEN ACRES/OPEN SPACE PRESERVATION PROGRAM**

**WHEREAS**, the County of Gloucester has been an active participant in the proposed acquisition of the Maple Ridge property (hereinafter "Maple Ridge"), known as Block 400, Lot 3 (previously known as Block 400, Lots 3, 10, 18 & 19), Township of Deptford and Block 173, Lot 4, Township of Mantua, through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program is a cooperative effort amongst the following funding partners: the New Jersey Green Acres Program; the County of Gloucester; the Township of Mantua; the Borough of Wenonah; the South Jersey Land Trust; the Frank Steward Trust; and the Friends of Maple Ridge; and

**WHEREAS**, in order to continue with the Open Space Preservation process, the New Jersey Green Acres Program has at this time requested the Gloucester County Board of Chosen Freeholders pass a resolution affirming the County of Gloucester's support for the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**WHEREAS**, the New Jersey Green Acres Program has indicated that the passage of this resolution is necessary in order for them to proceed with the negotiations of Maple Ridge with its owners, GIBG, LLC; and

**WHEREAS**, it is understood that should GIBG, LLC, accept the New Jersey Green Acres Program's certified offer of \$3,233,500.00 for Maple Ridge, the Gloucester County Board of Chosen Freeholders may in the future approve a resolution setting a public hearing date regarding the County of Gloucester's participation in the in the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Clerk of the Board is directed to provide true copies of this resolution to New Jersey Green Acres Program attesting to the support of the County of Gloucester for the proposed acquisition of Maple Ridge through the Green Acres/Open Space Preservation Program; and

**ADOPTED** at the regular meeting of the Gloucester County Board of Chosen Freeholders held on November 26, 2013, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**