

AGENDA

7:30 p.m. Wednesday, September 3, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from August 20, 2014

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, BOSCOV'S/MACERICH DEPTFORD II, LLC VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 010144-2012, 000163-2013, 000974-2014; MACY'S EAST INC. V. DEPTFORD TOWNSHIP, DOCKET NUMBERS 006856-2012, 000322-2013, 000965-2014; SEARS, ROEBUCK & CO. VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 006857-2012, 000323-2013, 000967-2014; J.C. PENNEY CO., INC. V. DEPTFORD TOWNSHIP, DOCKET NUMBERS 004423-2012, 000324-2013, 000833-2014.

The Plaintiffs, Boscov's/Macerich Deptford II, LLC; Macy's East Inc.; Sears, Roebuck & Co.; J.C. Penney Co., Inc. represented by the law firm Garippa, Lotz & Giannuario, filed state tax appeals contesting the assessment on the subject properties known as Block 200.01, Lots 18, 17, 16, and 22; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

Multi-Jurisdictional Gang, Gun And Narcotics Task Force - \$75,914.00 - This grant will partially fund the salaries of SIX personnel of the Multi-Jurisdictional Gang, Gun and Narcotics Task Force. This Unit will work cooperatively with municipal police departments, neighboring County Prosecutor's offices, and State and Federal agencies to combat gang and narcotics activities in Gloucester County.

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE FROM DELL MARKETING, L.P., THROUGH STATE CONTRACT #A77003, FOR A TOTAL AMOUNT OF \$8,367.09.

The purchase of computer software is needed as part of the storage upgrade of our Computer Aided Dispatch (CAD), Records Management (RMS), and Mobile Data Systems used by dispatch and County First Responders.

B-2 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER HARDWARE FROM DELL – SLG SALES, THROUGH STATE CONTRACT #A70256, FOR A TOTAL AMOUNT OF \$139,368.87.

The purchase of computer hardware is needed as part of the storage upgrade of our Computer Aided Dispatch (CAD), Records Management (RMS), and Mobile Data Systems used by dispatch and County First Responders.

B-3 RESOLUTION AUTHORIZING CONTRACT WITH SCHNEIDER ELECTRIC IT USA, INC., FOR REPLACEMENT BATTERIES AND A ONE YEAR ADVANTAGE ULTRA SERVICE PLAN, FOR A TOTAL CONTRACT AMOUNT OF \$27,417.94 FROM SEPTEMBER 3, 2014 TO SEPTEMBER 2, 2015.

This Resolution authorizes a contract for replacement batteries and AC/DC Capacitor Replacement for the Comet 100 KVA Unity, one year Advantage Ultra Service Plan, 4 hour 7x24 response upgrade, 7x24 UPS preventative maintenance visit & two 5x8 battery preventive maintenance visits.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS****FREEHOLDER SIMMONS
FREEHOLDER CHRISTY****C-1 RESOLUTION RECOGNIZING NOVEMBER 29, 2014 AS "SHOP LOCAL SATURDAY" TO SUPPORT AND PROMOTE SMALL BUSINESSES.**

The Department of Economic Development requests the support and approval of the Board of Chosen Freeholders recognizing Saturday, November 29, 2014 as "Shop Local Saturday". The promotional campaign, modeled after the overwhelmingly successful American Express Small Business Saturday strategy, will encourage residents to support the thousands of small businesses in Gloucester County by pledging to shop, dine and visit these establishments on Saturday, November 29, 2014. The program, led by the Department of Economic Development is a joint collaboration with the Gloucester County Chamber of Commerce. The ultimate goal of the program is to generate economic impact by encouraging residents to support local small businesses during the holiday season.

C-2 RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM (7015.15) FOR THE RECONSTRUCTION OF ADA ACCESS FROM THE PARKING LOT TO BOROUGH HALL IN THE BOROUGH OF PAULSBORO.

The Department of Public Works-Planning Division is requesting a Resolution authorizing the execution of HUD Forms 7015.15 entitled Request for Release of Funds and Certification and any other related documents relevant to the project for to the Borough of Paulsboro for the removal of architectural barriers to handicapped persons through the reconstruction of ADA accessibility at the Borough Hall parking lot. CDBG funds in the amount of \$50,000.00 have been allocated toward the remediation activity.

C-3 RESOLUTION TO CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES IN THE AMOUNT OF \$4,105,029.00 FROM JULY 1, 2014 TO JUNE 30, 2015.

The New Jersey Department of Labor and Workforce Development has forwarded the Workforce Investment Act allocation, the Work First NJ allocation and the Work Force NJ allocation for Program Year 2014 (7/1/14 to 6/30/15) to the Gloucester County Workforce Investment Board.

The breakdown of this funding is as follows:

The Federal Workforce Investment Act funds include:

WIA Adult	\$633,800.00
WIA Youth	\$707,941.00
WIA Dislocated Workers	\$813,812.00

The State Workforce New Jersey funds include:

Workplace Literacy (Workforce Learning Link)	\$35,000.00
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The State Work First NJ funds include:

Work First NJ (TANF, GA/SNAP, CAVP, Case Mgt., Work Verification)	\$1,914,476.00
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CONTRACT TOTAL:	\$4,105,029.00
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The total funding for our County in **PY 2014** is **\$4,105,029.00**. These monies will allow the County to serve eligible County residents in the arena of employment and training. As additional monies are received, this contract will be modified. This contract formally accepts these monies into the County.

C-4 RESOLUTION EXTENDING THE CONTRACT WITH THE GCIT FOR THE YOUTH ONE-STOP PROGRAM UNTIL SEPTEMBER 30, 2014 WITH NO ADDITIONAL FUNDING.

This Resolution authorizes a three (3) month extension to the current contract with Gloucester County Institute of Technology (GCIT), who provides services to "at risk youth" at the Youth One Stop in Sewell, NJ. The contract needs to be extended from July 1, 2014 to September 30, 2014, in order for the all monies to be expended. The unspent funds were originally budgeted to include the anticipated contractual changes; however due to contractual scheduling, the changes did not become effective until now. The funds remaining will cover these obligations.

C-5 RESOLUTION TO PURCHASE A 2014 CHEVROLET EXPRESS 1500 CARGO VAN FROM MALL CHEVROLET FOR THE TOTAL AMOUNT OF \$17,793.00 THROUGH STATE CONTRACT #A83174.

This Resolution authorizes the purchase of a 2014 Chevrolet Express 1500 cargo van with the specifications set forth in the bill of sale through State Contract #A83174 for a total amount of \$17,793.00. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The van will be utilized by the County's Department of Public Works, Division of Fleet Management.

C-6 RESOLUTION TO CONTRACT WITH OCEANPORT, LLC TO SUPPLY AND DELIVER ROCK SALT FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015 IN AN AMOUNT NOT TO EXCEED \$1,500,000.00.

This Resolution authorizes the award of a contract to Oceanport, LLC for the supply and delivery of rock salt at \$53.74 per ton, as per County Bid PD 014-033. The contract will be open-ended, and the term of same will be for one (1) year from November 1, 2014 to October 31, 2015 for an amount not to exceed \$1,500,000.00. The County has a need to purchase rock salt for use throughout the County roadway system for deicing. The rock salt also will be used by the County to make salt brine to pre-treat roadways prior to a deicing event. Oceanport, LLC will supply and deliver the rock salt to the County's six (6) regional salt facilities, as need demands.

C-7 RESOLUTION CONCURRING WITH A LOGAN TOWNSHIP RESOLUTION TO RELOCATE A SPECIFIC NEW JERSEY TRANSIT BUS STOP ON CENTER SQUARE ROAD.

This Resolution consents to the Township of Logan's Resolution relocating the existing bus stop on Center Square Road (CR620) from near the side of the signalized intersection with Heron Drive to the far side location on Center Square Road (CR620). The relocation will prevent stopped NJ Transit buses from blocking traffic while loading/unloading at the traffic signal thereby helping traffic flows.

C-8 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: PINNACLE PLACE DEVELOPMENT, BLOCK 48, LOT 2, 3, 4, AND 13; WASHINGTON TOWNSHIP, GLOUCESTER COUNTY UTILITIES AUTHORITY WASTEWATER MANAGEMENT PLAN (WMP), PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN (WQMP).

This Resolution consents to the Pinnacle Place development amendment as a amendment to the Tri-County Water Quality Management Plan (WQMP). The amendment was prepared by Consulting Engineer Services on behalf of Mr. Thomas Hedenberg, President, of 530 Delsea Drive, LLC. The amendment requests expansion of the Gloucester County Utilities Authority sewer service area in order to serve the Pinnacle Place development planned for Block 48 Lots 2, 3, 4, and 13, Washington Township. The development would generate 28,800 gpd which was calculated in accordance with N.J.A.C. 7:14A-23.3. The wastewater will be conveyed to the Gloucester County Utilities Authority treatment facility located in West Deptford Township.

C-9 RESOLUTION GRANTING A UTILITY EASEMENT TO ATLANTIC CITY ELECTRIC ACROSS A PART OF BLOCK 193, LOT 6.06 ALONG EGG HARBOR ROAD IN THE TOWNSHIP OF WASHINGTON FOR THE RELOCATION AND MAINTENANCE OF TWO UTILITY POLES.

Atlantic City Electric is working with the County of Gloucester on the County's road widening project for Egg Harbor Road in the Township of Washington and needs to relocate and/or replace existing poles known as PN36745 and PN36895 onto County property pursuant to Drawing No. 5616769 prepared on March 17, 2014. Consideration for this Easement is \$1.00 and will allow Atlantic City Electric access to relocate and maintain two utility poles. Access also includes equipment repairs and general maintenance, trimming and removal of trees and underbrush.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

F-1 RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENTS BETWEEN THE COUNTY AND WOODBURY AND WOOLWICH FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES.

The County Department of Parks and Recreation will enter into Shared Services Agreements to provide landscape design services to both the City of Woodbury and to the Township of Woolwich. Specifically, Woodbury's landscape design will include plans for a renewal and beautification project at 220 South Broad Street (Barber Avenue and Broad Street) which is the future home of the Woodbury Police Department; the redesign of the property will provide for a welcoming public sitting area, and for the relocation of the Vietnam Veteran's Memorial to a more visible location. The Township of Woolwich's landscape design services will also provide for renewal and beautification of the Township Municipal Complex at 120 Village Green Drive. All landscape design services will be provided free of charge by the County-employed Landscape Design Architect. All other services, materials and the like, will be provided by the City and the Township respectively.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE OF PARTS AND LABOR FROM ATLANTIC SWITCH AND GENERATOR, LLC, TO REPAIR THE 350KW PORTABLE GENERATOR ON TRI-AXLE IN THE TOTAL AMOUNT OF \$15,800.00.

This Resolution authorizes the emergency purchase for replacement of the main logic circuit board, the voltage change switch and the main rotor of the 350 KW Portable Generator on Tri-Axle by Atlantic

Switch and Generator, LLC, located at 4108 Sylon Blvd., Hainesport, NJ 08036. The related labor is included under Invoice dated August 18, 2014 in the total amount of \$15,800.00. This generator is utilized by the Department of Emergency Response to provide power in times of need to many County buildings.

G-2 RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES, JAG-1-8TF-13 THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN AN AMOUNT OF \$75,914.00 FROM JULY 1, 2014 TO JUNE 30, 2015.

This grant will continue to partially fund one (1) assistant prosecutor, two (2) detectives, and two (2) support staff in the Prosecutor's office gang, gun, and narcotics task force, formerly known as the narcotics task force. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, State law enforcement agencies, and federal agencies to enhance our collective abilities to combat the growing gang problems in Gloucester County. Gloucester County continues to see an increase in street gang activity which includes narcotic distribution offenses, robberies and home invasions. This grant will enable assigned personnel to take a multi-faceted approach not only to combat the problem but to preemptively disrupt potential gang-related activities and initiatives. Included in this approach will be a proactive enforcement methodology and also a comprehensive intelligence gathering, cataloging, and dissemination operation focused on gang activities.

Old Business

New Business

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

Adjournment

MINUTES

7:30 p.m. Wednesday, August 20, 2014

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Simmons	X	
Taliaferro	X	
Damminger	X	

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

Changes to the Agenda

Approval of the regular meeting minutes from August 6, 2014

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

48598 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFF, K-MART #7281 VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 006853-2012, 001389-2013.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48599 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48600 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST 2014.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		14-05255
Christy			X		
DiMarco			X		
Simmons		X	X		14-05406 14-03598 13-10879 13-10802
Taliaferro			X		
Damminger			X		

Comments: N/A

48601 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE GLOUCESTER COUNTY SHERIFF'S OFFICERS ASSOCIATION, LOCAL PBA #122 AND THE COUNTY OF GLOUCESTER BOARD OF CHOSEN FREEHOLDERS AND THE SHERIFF OF GLOUCESTER COUNTY, FROM JANUARY 1, 2014 TO DECEMBER 31, 2018.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48602 RESOLUTION APPOINTING A MEMBER OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48603 RESOLUTION TO CONTRACT WITH COMM SOLUTIONS IN THE AMOUNT OF \$14,982.06 FROM SEPTEMBER 18, 2014 TO SEPTEMBER 17, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

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

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

48604 RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNICATIONS EQUIPMENT FROM MOTOROLA COMMUNICATIONS, INC., THROUGH STATE CONTRACT #A83909, IN AN AMOUNT NOT TO EXCEED \$200,000.00, FROM JUNE 1, 2014 TO MAY 31, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

48605 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH ST. JOHN OF GOD COMMUNITY SERVICES TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$8,600.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48606 RESOLUTION TO PURCHASE 2014 FORD F150 4WD PICK-UP TRUCK FROM WINNER FORD FOR THE TOTAL AMOUNT OF \$19,899.00 THROUGH STATE CONTRACT #A85437.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48607 RESOLUTION APPROVING A CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES ON COUNTY CARS AND LIGHT TRUCKS IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM SEPTEMBER 5, 2014 TO SEPTEMBER 4, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48608 RESOLUTION APPROVING A CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES ON COUNTY HEAVY DUTY TRUCKS IN AN AMOUNT NOT TO EXCEED \$30,000.00 FROM SEPTEMBER 5, 2014 TO SEPTEMBER 4, 2015.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48609 RESOLUTION EXTENDING THREE CONTRACTS FOR THE SUPPLY OF TRAFFIC SIGNAL PARTS AND COMPONENTS FROM AUGUST 8, 2014 TO AUGUST 7, 2015, WITH TRAFFIC PARTS, INC. IN AN AMOUNT NOT TO EXCEED \$11,928.25, GENERAL TRAFFIC EQUIPMENT CORP. IN AN AMOUNT NOT TO EXCEED \$62,195.00, AND SIGNAL CONTROL PRODUCTS, INC. IN AN AMOUNT NOT TO EXCEED \$631,987.50.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48610 RESOLUTION TO CONTRACT WITH TECHNA-PRO ELECTRIC, LLC FOR THE COUNTY SIGNAL MAINTENANCE PROJECT FROM AUGUST 20, 2014 TO AUGUST 19, 2015 IN AN AMOUNT NOT TO EXCEED \$213,350.00.

	Motion	Second	Yes	No	Abstain
Chila					X
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48611 RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #01-FINAL WITH ZONE STRIPING, INC. FOR COUNTYWIDE STATE AID ROADWAY SAFETY PROJECT FOR THE TOTAL AMOUNT OF \$113,332.07.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48612 RESOLUTION TO CONTRACT WITH ASPHALT PAVING SYSTEMS FOR ROAD MICROSURFACING PER STATE CONTRACT #A81757 FOR USE BY THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED \$135,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48613 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR ROADWORK CONSISTENT WITH ENGINEERING PROJECT 14-15 FROM AUGUST 20, 2014 TO DECEMBER 31, 2015 IN THE AMOUNT OF \$383, 333.77

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Simmons	X		X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER TALIAFERRO**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

48614 RESOLUTION ENDORSING THE COUNTY COUNCIL ON JUVENILE JUSTICE SYSTEM IMPROVEMENT & YOUTH SERVICES COMMISSION'S 2015 JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS PROPOSALS AND AUTHORIZING THE COUNTY TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR THE JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS GRANT, IN THE TOTAL AMOUNT OF \$120,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy			X		
DiMarco			X		
Simmons			X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

48615 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF FREDERICK DECLEMENT AND JOSEPH M. HOGAN, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 55, LOT 1, CONSISTING OF APPROXIMATELY 19.12 ACRES, FOR THE AMOUNT OF \$133,840.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48616 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF DANIEL HAYNICZ AND ELINOR HAYNICZ, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 175, LOT 1, CONSISTING OF APPROXIMATELY 29.38 ACRES, FOR THE AMOUNT OF \$205,660.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48617 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF CHARLES C. WRIGHT AND NORMA JANE WRIGHT, LOCATED IN THE TOWNSHIP OF ELK, KNOWN AS BLOCK 28, LOT 10, CONSISTING OF APPROXIMATELY 37.72 ACRES, FOR THE AMOUNT OF \$245,180.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48618 RESOLUTION TO ACQUIRE DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF HERBERT J. STAYTON, JR., ESQUIRE, AND GEORGE N. STYLIADES, ESQUIRE, CO-TRUSTEES, LOCATED IN THE TOWNSHIP OF LOGAN, KNOWN AS BLOCK 1004, LOT 5, CONSISTING OF APPROXIMATELY 56.93 ACRES, FOR THE AMOUNT OF \$603,458.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48619 RESOLUTION REQUESTING \$554,185.54 FROM THE STATE AGRICULTURE DEVELOPMENT COMMITTEE FOR DEVELOPMENT EASEMENTS ON THREE (3) PROPERTIES PREVIOUSLY ACQUIRED THROUGH THE GLOUCESTER COUNTY FARMLAND PRESERVATION PROGRAM.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

48620 RESOLUTION AUTHORIZING THE ADOPTION OF CERTAIN ATTORNEY GENERAL GUIDELINES AS THE COUNTY CORRECTIONS DEPARTMENT POLICIES AND PROCEDURES AND AMENDING THE CORRECTIONS DEPARTMENT POLICIES AND PROCEDURES MANUAL.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48621 RESOLUTION AUTHORIZING EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE BODY ARMOR REPLACEMENT PROGRAM, IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY FOR FISCAL YEAR 2014.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

48622 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY, DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE, FOR THE 2014 STATE BODY ARMOR REPLACEMENT PROGRAM IN AN AMOUNT TO BE DETERMINED FROM AUGUST 29, 2014 TO AUGUST 28, 2015

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Simmons			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:46 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Simmons		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

A-1

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL COMPLAINTS OF PLAINTIFFS, BOSCOV'S/MACERICH DEPTFORD II, LLC VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 010144-2012, 000163-2013, 000974-2014; MACY'S EAST INC. V. DEPTFORD TOWNSHIP, DOCKET NUMBERS 006856-2012, 000322-2013, 000965-2014; SEARS, ROEBUCK & CO. VS. DEPTFORD TOWNSHIP, DOCKET NUMBERS 006857-2012, 000323-2013, 000967-2014; J.C. PENNEY CO., INC. V. DEPTFORD TOWNSHIP, DOCKET NUMBERS 004423-2012, 000324-2013, 000833-2014

The Plaintiffs, BOSCOV'S/MACERICH DEPTFORD II, LLC; MACY'S EAST INC.; SEARS, ROEBUCK & CO.; J.C. PENNEY CO., INC. represented by the law firm Garippa, Lotz & Giannuario, filed state tax appeals contesting the assessment on the subject properties known as Block 200.01, Lots 18, 17, 16, and 22; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1. The value is being decreased as follows:

Block 200.01, Lot 18 Boscov's:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$17,906,600	Withdraw
2013	\$17,906,600	\$15,759,200
2014	\$17,906,600	\$15,582,700
2015	\$17,906,600	\$14,717,000

Block 200.1, Lot 17 Macy's East, Inc.:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$20,708,400	Withdraw
2013	\$20,708,400	\$18,939,900
2014	\$20,708,400	\$18,727,700
2015	\$20,708,400	\$17,687,300

Block 200.1, Lot 16 Sears, Roebuck & Co.:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$19,211,900	Withdraw
2013	\$19,211,900	\$17,486,600
2014	\$19,211,900	\$17,290,700
2015	\$19,211,900	\$16,330,100

Block 200.1, Lot 22, J.C. Penney Co., Inc.:

Tax Year	Original Assessment	Requested Tax Court Judgment
2012	\$15,240,300	Withdraw
2013	\$15,240,300	\$13,454,000
2014	\$15,240,300	\$13,303,400
2015	\$15,240,300	\$12,564,300

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A1

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa **L**otz & **G**iannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

**BOSCOV'S/MACERICH DEPTFORD II,
LLC**

Plaintiff,

v.

**DEPTFORD TOWNSHIP
Defendant.**

:: **TAX COURT OF NEW JERSEY**
:: **DOCKET NO.: 000974-2014**
::
::
:: **CIVIL ACTION**
:: **STIPULATION OF SETTLEMENT**
::
:: **ASSIGNED JUDGE: PATRICK DEALMEIDA**
::
:: **FIRST CALENDAR DATE:**
::

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.
2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
4. Prejudgment interest is hereby waived on any overpayment and resulting refund due. Said refund shall be in the form of a credit which will be applied towards the next quarter installment due after the issuance of said Tax Court judgment.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for BOSCOV'S/MACERICH DEPTFORD II, LLC

MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000974-2014

BLOCK: 200.01
LOT: 18
STREET ADDRESS: CLEMENTS BRIDGE RD
YEARS: 2014

2014	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$5,283,000		\$5,283,000
IMPMT.:	<u>\$12,623,600</u>		<u>\$10,299,700</u>
TOTAL:	<u>\$17,906,600</u>		<u>\$15,582,700</u>

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ.

Garippa Lotz & Giannuario

66 Park Street

Montclair, NJ 07042

Phone (973) 744-1688 Fax (973) 744-1641

BOSCOV'S/MACERICH DEPTFORD II, LLC

PLAINTIFF

V.

DEPTFORD TOWNSHIP

DEFENDANT

TAX COURT OF NEW JERSEY

DOCKET NO.: 010144-2012

000163-2013

000974-2014

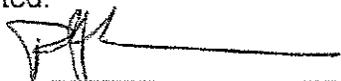
**CIVIL ACTION
STIPULATION OF SETTLEMENT**

It is hereby stipulated and agreed by and between the undersigned, that:

1. The settlement is for the 2013 and 2014 tax years and is contingent upon the withdrawal of the 2012 tax year. The 2012 tax year is to be withdrawn as well as any counterclaim filed.
2. The assessment for the 2015 tax year will be set as follows:

LAND	\$ 5,283,000
IMPROVEMENT	<u>9,434,000</u>
TOTAL	\$ 14,717,000

Dated:



PHILIP J. GIANNUARIO, ESQ.
ATTORNEY FOR PLAINTIFF

MAURICE STONE , ESQ.
ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa **L**otz & **G**iannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

BOSCOV'S/MACERICH DEPTFORD II, LLC

Plaintiff,

V.

DEPTFORD TOWNSHIP
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 000163-2013

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.

2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

4. Prejudgment interest is hereby waived on any overpayment and resulting refund due, provided however, that said refund is issued to BOSCOV'S/MACERICH DEPTFORD II, LLC through its attorney, PHILIP J. GIANNUARIO , Esq. of Garippa, Lotz & Giannuario, within 60 days from the date of entry of the Tax Court Judgment. If the defendant fails to pay said refund within 60 days from the date of the Tax Court Judgment then pre-judgment and post-judgment interest shall be included therein. Moreover, if the refund is not paid within 60 days from said judgment and the Plaintiff then files a motion to compel payment, the Defendant agrees to reimburse Plaintiff for its attorney's fees.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for BOSCOV'S/MACERICH DEPTFORD II, LLC

MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000163-2013

BLOCK: 200.01
LOT: 18
STREET ADDRESS: CLEMENTS BRIDGE RD
YEARS: 2013

2013	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$5,283,000		\$5,283,000
IMPMNT.:	<u>\$12,623,600</u>		<u>\$10,476,200</u>
TOTAL:	\$17,906,600		\$15,759,200

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ.
Garippa **L**otz & **G**iannuario
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

MACY'S EAST, INC.

PLAINTIFF

v.

DEPTFORD TOWNSHIP

DEFENDANT

TAX COURT OF NEW JERSEY
DOCKET NO.: 006856-2012
000322-2013
000965-2014

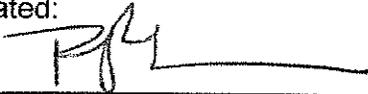
CIVIL ACTION
STIPULATION OF SETTLEMENT

It is hereby stipulated and agreed by and between the undersigned, that:

1. The settlement is for the 2013 and 2014 tax years and is contingent upon the withdrawal of the 2012 tax year. The 2012 tax year is to be withdrawn as well as any counterclaim filed.
2. The assessment for the 2015 tax year will be set as follows:

LAND	\$ 6,070,500
IMPROVEMENT	<u>11,616,800</u>
TOTAL	\$ 17,687,300

Dated:



PHILIP J. GIANNUARIO, ESQ.
ATTORNEY FOR PLAINTIFF

MAURICE STONE, ESQ.
ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa **L**otz & **G**iannuario, P.C.

66 Park Street

Montclair, NJ 07042

Phone (973) 744-1688 Fax (973) 744-1641

MACY'S EAST, INC.
Plaintiff,

v.

DEPTFORD TOWNSHIP
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 000965-2014

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.
2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
4. Prejudgment interest is hereby waived on any overpayment and resulting refund due. Said refund shall be in the form of a credit which will be applied towards the next quarter installment due after the issuance of said Tax Court judgment.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for MACY'S EAST, INC.

MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000965-2014

BLOCK: 200.01
LOT: 17
STREET ADDRESS: CLEMENTS BRIDGE RD
YEARS: 2014

2014	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$6,070,500		\$6,070,500
IMPMNT.:	<u>\$14,637,900</u>		<u>\$12,657,200</u>
TOTAL:	\$20,708,400		\$18,727,700

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa Lotz & Giannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

MACY'S EAST, INC.
Plaintiff,

V.

DEPTFORD TOWNSHIP
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 000322-2013

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.
2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
4. Prejudgment interest is hereby waived on any overpayment and resulting refund due, provided however, that said refund is issued to MACY'S EAST, INC. through its attorney, PHILIP J. GIANNUARIO , Esq. of Garippa, Lotz & Giannuario, within 60 days from the date of entry of the Tax Court Judgment. If the defendant fails to pay said refund within 60 days from the date of the Tax Court Judgment then pre-judgment and post-judgment interest shall be included therein. Moreover, if the refund is not paid within 60 days from said judgment and the Plaintiff then files a motion to compel payment, the Defendant agrees to reimburse Plaintiff for its attorney's fees.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for MACY'S EAST, INC.

MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000322-2013

BLOCK: 200.01
LOT: 17
STREET ADDRESS: CLEMENTS BRIDGE RD
YEARS: 2013

2013	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$6,070,500		\$6,070,500
IMPMNT.:	<u>\$14,637,900</u>		<u>\$12,869,400</u>
TOTAL:	\$20,708,400		\$18,939,900

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ.
Garippa Lotz & Giannuario
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

SEARS, ROEBUCK & CO.

PLAINTIFF

V.

DEPTFORD TOWNSHIP

DEFENDANT

:: TAX COURT OF NEW JERSEY
:: DOCKET NO.: 006857-2012
:: 000323-2013
:: 000967-2014

CIVIL ACTION
STIPULATION OF SETTLEMENT

It is hereby stipulated and agreed by and between the undersigned, that:

1. The settlement is for the 2013 and 2014 tax years and is contingent upon the withdrawal of the 2012 tax year. The 2012 tax year is to be withdrawn as well as any counterclaim filed.
2. The assessment for the 2015 tax year will be set as follows:

LAND	\$ 6,521,900
IMPROVEMENT	<u>9,808,200</u>
TOTAL	\$ 16,330,100

Dated:



PHILIP J. GIANNUARIO, ESQ.
ATTORNEY FOR PLAINTIFF

MAURICE STONE, ESQ.
ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa Lotz & Giannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

SEARS, ROEBUCK & CO.
Plaintiff,

V.

DEPTFORD TOWNSHIP
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 000967-2014

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.
2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
4. Prejudgment interest is hereby waived on any overpayment and resulting refund due. Said refund shall be in the form of a credit which will be applied towards the next quarter installment due after the issuance of said Tax Court judgment.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for SEARS, ROEBUCK & CO.

MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000967-2014

BLOCK: 200.01
LOT: 16
STREET ADDRESS: 1750 DEPTFORD CENTER RD
YEARS: 2014

2014	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$6,521,900		\$6,521,900
IMPMNT.:	<u>\$12,690,000</u>		<u>\$10,768,800</u>
TOTAL:	\$19,211,900		\$17,290,700

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa **L**otz & **G**iannuario, P.C.

66 Park Street

Montclair, NJ 07042

Phone (973) 744-1688 Fax (973) 744-1641

SEARS, ROEBUCK & CO.
Plaintiff,

V.

DEPTFORD TOWNSHIP
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 000323-2013

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.

2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

4. Prejudgment interest is hereby waived on any overpayment and resulting refund due, provided however, that said refund is issued to SEARS, ROEBUCK & CO. through its attorney, PHILIP J. GIANNUARIO , Esq. of Garippa, Lotz & Giannuario, within 60 days from the date of entry of the Tax Court Judgment. If the defendant fails to pay said refund within 60 days from the date of the Tax Court Judgment then pre-judgment and post-judgment interest shall be included therein. Moreover, if the refund is not paid within 60 days from said judgment and the Plaintiff then files a motion to compel payment, the Defendant agrees to reimburse Plaintiff for its attorney's fees.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for SEARS, ROEBUCK & CO.

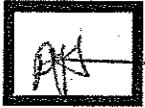
MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000323-2013

BLOCK: 200.01
LOT: 16
STREET ADDRESS: 1750 DEPTFORD CENTER RD
YEARS: 2013

2013	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$6,521,900		\$6,521,900
IMPMNT.:	<u>\$12,690,000</u>		<u>\$10,964,700</u>
TOTAL:	\$19,211,900		\$17,486,600

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ.
Garippa **L**otz & **G**iannuario
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

J. C. PENNEY CO., INC.

PLAINTIFF

V.

DEPTFORD TOWNSHIP

DEFENDANT

TAX COURT OF NEW JERSEY
DOCKET NO.: 004423-2012
000324-2013
000833-2014

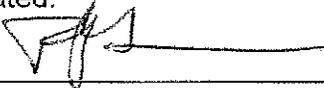
CIVIL ACTION
STIPULATION OF SETTLEMENT

It is hereby stipulated and agreed by and between the undersigned, that:

1. The settlement is for the 2013 and 2014 tax years and is contingent upon the withdrawal of the 2012 tax year. The 2012 tax year is to be withdrawn as well as any counterclaim filed.
2. The assessment for the 2015 tax year will be set as follows:

LAND	\$ 4,223,700
IMPROVEMENT	<u>8,340,600</u>
TOTAL	\$ 12,564,300

Dated:



PHILIP J. GIANNUARIO, ESQ.
ATTORNEY FOR PLAINTIFF

MAURICE STONE , ESQ.
ATTORNEY FOR DEFENDANT

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa **L**otz & **G**iannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

J. C. PENNEY CO., INC.
Plaintiff,

v.

DEPTFORD TOWNSHIP
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 000833-2014

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.

2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

4. Prejudgment interest is hereby waived on any overpayment and resulting refund due. Said refund shall be in the form of a credit which will be applied towards the next quarter installment due after the issuance of said Tax Court judgment.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for J. C. PENNEY CO., INC.

MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000833-2014

BLOCK: 200.01
LOT: 22
STREET ADDRESS: 1750 DEPTFORD CENTER RD
YEARS: 2014

2014	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$4,223,700		\$4,223,700
IMPMNT.:	<u>\$11,016,600</u>		<u>\$9,079,700</u>
TOTAL:	\$15,240,300		\$13,303,400

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

5601STIP-2014

PHILIP J. GIANNUARIO , ESQ., ATTORNEY ID 025991983

Garippa Lotz & Giannuario, P.C.
66 Park Street
Montclair, NJ 07042
Phone (973) 744-1688 Fax (973) 744-1641

J. C. PENNEY CO., INC.
Plaintiff,

v.

DEPTFORD TOWNSHIP
Defendant.

TAX COURT OF NEW JERSEY
DOCKET NO.: 000324-2013

CIVIL ACTION
STIPULATION OF SETTLEMENT

ASSIGNED JUDGE: PATRICK DEALMEIDA

FIRST CALENDAR DATE:

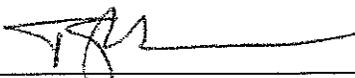
1. It is hereby stipulated and agreed that the assessment of the property indicated on the attached page be adjusted and a judgment be entered by the Tax Court as depicted on said pages.

2. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Tax Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.

4. Prejudgment interest is hereby waived on any overpayment and resulting refund due, provided however, that said refund is issued to J. C. PENNEY CO., INC. through its attorney, PHILIP J. GIANNUARIO , Esq. of Garippa, Lotz & Giannuario, within 60 days from the date of entry of the Tax Court Judgment. If the defendant fails to pay said refund within 60 days from the date of the Tax Court Judgment then pre-judgment and post-judgment interest shall be included therein. Moreover, if the refund is not paid within 60 days from said judgment and the Plaintiff then files a motion to compel payment, the Defendant agrees to reimburse Plaintiff for its attorney's fees.

DATED:



PHILIP J. GIANNUARIO , ESQ.
Attorney for J. C. PENNEY CO., INC.

MAURICE STONE, ESQ.
Attorney for DEPTFORD TOWNSHIP

STIPULATION OF SETTLEMENT CONTINUED
DOCKET NO.: 000324-2013

BLOCK: 200.01
LOT: 22
STREET ADDRESS: 1750 DEPTFORD CENTER RD
YEARS: 2013

2013	ORIGINAL ASSESSMENT	COUNTY BOARD ACTION	REQUESTED TAX COURT JUDGMENT
LAND:	\$4,223,700		\$4,223,700
IMPMNT.:	<u>\$11,016,600</u>		<u>\$9,230,300</u>
TOTAL:	\$15,240,300		\$13,454,000

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ATTORNEY FOR PLAINTIFF



ATTORNEY FOR DEFENDANT

56011STIP-2013

A-2

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2014 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 2014 as follows:

The sum of **\$75,914.00**, which item is now available as a revenue from the U.S. Department of Justice Multi-Jurisdictional Gang, Gun and Narcotics Task Forces, to be appropriated under the caption of *U.S. Department of Justice Multi-Jurisdictional Gang, Gun and Narcotics Task Forces - Other Expenses*;

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B-1

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE FROM DELL MARKETING, L.P., THROUGH STATE CONTRACT #A77003, FOR A TOTAL AMOUNT OF \$8,367.09

WHEREAS, there is a need to purchase computer hardware for the storage update of the Computer Aided Dispatch (CAD), Records Management (RMS), and Mobile Data Systems used by the County of Gloucester Emergency Response Center for dispatch and County First Responders; and

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

WHEREAS, it has been determined that the County can purchase the said computer hardware from Dell Marketing, L.P., for a total contract amount of \$8,367.09, through State Contract #A77003; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$8,367.09, pursuant to C.A.F. #14-07148, which amount shall be charged against budget line item C-04-14-023-250-23218.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer hardware for the County from Dell Marketing, L.P., for a total contract amount of \$8,367.09 through State Contract #A77003.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

31

Certificate of Availability of Funds

TREASURER'S NO. 14-07148 DATE 8/18/14

BUDGET NUMBER - CURRENT YR C-04-14-023-250-23218 B _____ DEPARTMENT Emergency Response

AMOUNT OF CERTIFICATION \$8,367.09 COUNTY COUNSEL Tom Campo

DESCRIPTION: VSHARE SOFTWARE NEEDED AS PART OF THE STORAGE UPGRADE OF OUR COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT + MOBILE DATA SYSTEMS.

VENDOR: DELL MARKETING L.P.

ADDRESS: 850 ASBURY DRIVE
BUFFALO GROVE, IL 80089

[Signature]
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-19-14

Sept 3, 2014

BZ

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER HARDWARE FROM DELL – SLG SALES, THROUGH STATE CONTRACT #A70256, FOR A TOTAL AMOUNT OF \$139,368.87

WHEREAS, there is a need to purchase computer hardware for the storage update of the Computer Aided Dispatch (CAD), Records Management (RMS), and Mobile Data Systems used by the County of Gloucester Emergency Response Center for dispatch and County First Responders; and

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

WHEREAS, it has been determined that the County can purchase the said computer hardware from Dell – SLG Sales, for a total contract amount of \$139,368.87, through State Contract #A70256; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the emergency provisions in the amount of \$139,368.87, pursuant to C.A.F. #14-07147, which amount shall be charged against budget line item C-04-14-023-250-23218.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase computer hardware for the County from Dell – SLG Sales, for a total contract amount of \$139,368.87 through State Contract #A70256.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

302

Certificate of Availability of Funds

TREASURER'S NO. 14-07147 DATE 8/18/14

BUDGET NUMBER - CURRENT YR C-04-14-023-250-23218 B _____ DEPARTMENT Emergency Response

AMOUNT OF CERTIFICATION \$139,368.87 COUNTY COUNSEL Tom Campo

DESCRIPTION: COMPUTER HARDWARE TO UPGRADE THE STORAGE CAPACITY OF OUR COMPUTER AIDED DISPATCH (CAD), RECORDS MANAGEMENT (RMS) & MOBILE DATA SYSTEMS.

VENDOR: DELL-SLG SALES

ADDRESS: One Dell Way, RND. Rock B
MSC 8724
ROUND ROCK, TX 78682

J. Butler
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-19-14

Sept 3, 2014

B-3

RESOLUTION AUTHORIZING CONTRACT WITH SCHNEIDER ELECTRIC IT USA, INC., FOR REPLACEMENT BATTERIES AND A ONE YEAR ADVANTAGE ULTRA SERVICE PLAN, FOR A TOTAL CONTRACT AMOUNT OF \$27,417.94 FROM SEPTEMBER 3, 2014 TO SEPTEMBER 2, 2015

WHEREAS, the County has a need to for replacement batteries and AC & DC Capacitors replacement for the Comet 100kVA unit and maintenance to service the Emergency Response Center in Clayton, NJ; and

WHEREAS, the Gloucester County Office of Emergency Response has recommended that said services be provided by Schneider Electric IT USA, Inc., with offices at 132 Fairgrounds Road, West Kingston, Rhode Island 02892, for the total contract amount of \$27,417.94, from September 3, 2014 to September 2, 2015; and

WHEREAS, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$27,417.94, pursuant to CAF # 14-07220, which \$5,943.50 shall be charged against budget line item #4-01-25-250-001-20370 and \$21,474.44 shall be charged against budget line item #4-01-44-903-001-20203; and

WHEREAS, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security 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 was 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 the contract with Schneider Electric IT USA, Inc., for a total contract amount of \$27,417.94, from September 3, 2014 to September 2, 2015.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B3

COUNTY OF GLOUCESTER

P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 14-07220 DATE 8-19-14

4-01-25-250-001-20370 - \$5'943.50

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Emergency Response
4-01-44-903-001-20203 - \$21'474.44

AMOUNT OF CERTIFICATION \$22,417.94 COUNTY COUNSEL Tom Campo

DESCRIPTION: MGE Advantage maintenance Agreement
Replacement of 36 batteries & AC/DC capacitors in the
UPS Model # 75-160403-42 servicing the Emergency Response
VENDOR: Schneider Electric Center in Clayton

ADDRESS: 132 Fairgrounds Rd.
West Kingston, RI 02892

J. Butk
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED _____
[Signature]

September 3, 2014

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SCHNEIDER ELECTRIC IT USA, INC.**

THIS CONTRACT is made effective the 3RD day of September, 2014, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **SCHNEIDER ELECTRIC IT USA, INC.**, with offices at 132 Fairgrounds Road, West Kingston, Rhode Island 02892, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need to contract for to for replacement batteries and AC & DC Capacitors replacement for the Comet 100kVA unit and maintenance to service the Emergency Response Center in Clayton, NJ; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The contract shall be for the period of one year, from September 3, 2014 to September 2, 2015.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of \$27,417.94.

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, *Schneider Electric IT USA, Inc. Quote ID# 1-2TBAG59*, dated August 11, 2014 and *Schneider Electric IT USA, Inc. Agreement ID# 1-2650762939-4*, dated August 11, 2014 which are 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 3rd day of September, 2014.

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:

SCHNEIDER ELECTRIC IT USA, INC.

By:
Title:

ATTACHMENT A



August 11, 2014

Ship To:

Gloucester County 911 Center Aka Communications Center
1200 NORTH DELSEA DRIVE
CLAYTON, NJ 08312

Bill to: COUNTY OF GLOUCESTER COMM
1200 N DELSEA DR
CLAYTON, NJ 08312-1000

Purchase orders made out to:

Schneider Electric IT USA, Inc.
132 Fairgrounds Road
West Kingston, RI 02892

Send Purchase orders to:

Bylye.Chichester@schneider-electric.com or
Fax to: 703-654-3680

Attention: Steve Blair | 856-307-7100 | sblair@co.gloucester.nj.us
Subject: Schneider Electric Battery and/or Capacitor Proposal
Opportunity ID#: 1-1X12009
Quote ID#: 1-2TBAG59

Dear Steve,

Thank you for taking the time to speak with me today. This quote is for the batteries and AC & DC Capacitors for your Comet 100kVA unit.

SCOPE OF WORK – BATTERY REPLACEMENT

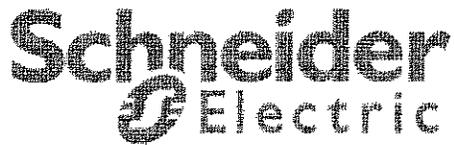
1. Includes (36) GNB S12V370F Replacement Batteries.
2. Certified APC-MGE field engineer to place UPS into bypass; monitor system; return to normal operation upon completion.
3. De-installation of existing batteries.
4. Disposal of spent batteries at EPA approved site.
5. Installation of new batteries.
6. Freight/Shipping and any Rigging will be invoiced separately once charges are received from the shipper.
7. All labor to be performed at your convenience.
8. Excludes applicable sales tax

SCOPE OF WORK – AC & DC CAPACITOR REPLACEMENT

1. Includes all parts for complete AC & DC Capacitor replacement for the Comet 100kVA unit.
2. Freight/Shipping will be invoiced separately once charges are received from the shipper.
3. All labor to be performed during normal business hours, Monday through Friday, 8:00am – 5:00pm. Optional off-hour installation labor rates available as indicated below.
4. All coordination and scheduling through the our Customer Care Center.
5. Excludes applicable sales tax

ADDITIONAL WORK

If the Customer requests, requires, or authorizes Schneider Electric to perform any work in addition to the Work described in the Scope of Work of this proposal and purchased by Customer in the preceding Section, the Customer shall pay Schneider Electric for such Additional Work at Schneider's prevailing Time and Material rates or per quote (at customer's request prior to commencement of Additional Work) from Schneider Electric.



WORK AND COMPENSATION

For performance of the Work, Customer shall pay Schneider Electric the following Compensation set forth below. The products and/or services are fully payable upon delivery and/or acceptance within 30 days of the invoice issue date and payment shall be made in US Dollars.

<i>Equipment To Be Covered</i>	<i>Installation at your convenience 24x7</i>
MGE MODEL: COMET 100kVA BATTERT CABINET	
S/N: B04-12065 J04-13525	
REPLACEMENT OF BATTERIES PER THE ABOVE SOW	\$ 10,711.44
REPLACEMENT OF AC/DC CAPACITORS PER THE ABOVE SOW	\$ 10,263.00
TOTAL	\$ 20,974.44
	INITIAL _____

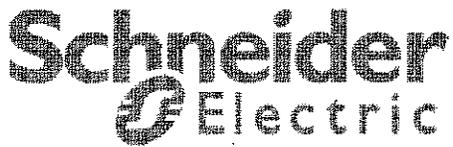
CUSTOMER CARE OPERATIONS CENTER – 800-438-7373

1. Coordinate all Preventive Maintenance visits between Customer and Vendor.
2. Follow up with Customer upon completion of each Preventive Maintenance visit.
3. Coordinate all follow up work between Customer and Vendor.
4. First point of contact for all emergency service calls.

The existing signed on file SERVICE AGREEMENT Terms and Conditions will apply to any order resulting from this proposal and will preside and govern over any standard terms & conditions associated with your company's purchase order, contrary language notwithstanding.

General Terms: This proposal is valid for 90 days. Payment terms are net 30 days, on credit approval. To place order, please sign and return the proposal and email to bylye.chichester@schneider-electric.com with your purchase order made out to Schneider Electric IT USA, Inc. Please reference the Opportunity ID# on your purchase order.

Bylye Chichester | Schneider Electric | IT Business | Mid-Atlantic & South East Service Account Manager
Phone: 401-792-4104 | **Emergencies Toll Free:** 800-438-7373 Option 2, Tech Support
Email: bylye.chichester@schneider-electric.com | **Address:** 12150 Monument Drive, Suite 150, Fairfax, VA 22033



CUSTOMER

Company Name:

Gloucester County

Signature:

Peter Mercanti - AX

Printed Name:

Peter Mercanti

Title:

Purchasing Agent

Phone:

856-853-3420

Date:

8/19/14

PO #:

14-07220

INTERNAL ONLY

Entitlement #:

Customer Bill To #:

Customer Site #:



August 11, 2014

Gloucester County 911 Center Aka Communications Center
1200 NORTH DELSEA DRIVE
CLAYTON, NJ 08312

Bill to: COUNTY OF GLOUCESTER COMM
1200 N DELSEA DR
CLAYTON, NJ 08312-1000

Purchase Order made out to:
Schneider Electric IT USA, Inc.
132 Fairgrounds Road
West Kingston, RI 02892

Attention: Steve Blair | 856-307-7100 | sblair@co.gloucester.nj.us
Subject: Schneider Electric MGE Service Renewal Proposal
Opportunity ID# 1-2ER1KAW, Agreement ID# 1-2650762939-4
UPS Model Number: 72-160402-42, Serial Number: B04-12065
Battery Cabinet Model Number: 72-160250-81, Serial Number: J04-13525

Dear Steve,

Thank you for the opportunity to present this quoted service for your review and consideration.

Schneider Electric MGE Advantage Ultra Service Contract Renewal:

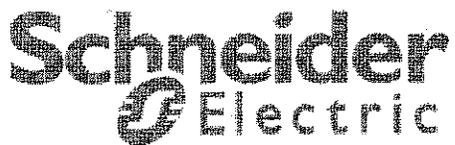
- One (1) Year Advantage Ultra Service Plan
- One (1) Year 4HR 7X24 Response Upgrade
- One (1) 7x24 UPS Preventive Maintenance Visit
- Two (2) 5x8 Battery Preventive Maintenance Visits
- **New Contract Dates, Start: 2/28/2014 and End: 2/27/2015**

Net Price..... \$5,943.50

Existing signed on file terms and conditions OR if existing terms do not exist, Schneider Electric IT USA, Inc.'s SERVICE AGREEMENT Terms and Conditions will apply to any order resulting from this proposal and will preside and govern over any standard terms & conditions associated with your company's purchase order, contrary language notwithstanding.

General Terms: This proposal is valid for 60 days. Payment terms are net 30 days, on credit approval. To place order, completely fill out the below signature block and email to me byllye.chichester@schneider-electric.com with your purchase order made out to APC Sales & Service Corporation. Please reference the Opportunity ID# on your purchase order.

Byllye Chichester | Schneider Electric | IT Business | Service Account Manager
Phone: 401-792-4104 | **Fax:** 703-654-3680 | **Emergency:** 800-438-7373 Option 2 Tech Support
Email: byllye.chichester@schneider-electric.com
Address: 12150 Monument Drive, Suite 150, Fairfax, VA 22033



CUSTOMER

Company Name:

Gloucester County

Signature:

Peter Mercanti - 

Printed Name:

Peter Mercanti

Title:

Purchasing Agent

Phone:

856-853-3420

Date:

8/19/14

PO #:

INTERNAL ONLY

Entitlement #:

Customer Bill To #:

Customer Site #:

C-1

RESOLUTION RECOGNIZING NOVEMBER 29, 2014 AS "SHOP LOCAL SATURDAY" TO SUPPORT AND PROMOTE SMALL BUSINESSES

WHEREAS, Small Business Saturday is a nationally recognized annual event which began in 2010 on the Saturday after Black Friday; and

WHEREAS, the Gloucester County Board of Chosen Freeholders recognizes the vital role small businesses play in our local economies and is authorizing the Department of Economic Development to begin marketing "Shop Local Saturday" which is our local version of the overwhelmingly successful national campaign; and

WHEREAS, the Department of Economic Development will work in cooperation with the South Jersey Times and local Chambers of Commerce to promote and market the "Shop Local Saturday"; and

WHEREAS, the Board of Chosen Freeholders see this as an occasion to strengthen opportunities for Gloucester County's small businesses by assisting them in registration and by encouraging residents to support this effort.

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

1. The Director and Clerk of the Board of Chosen Freeholders of the County of Gloucester are hereby declaring November 29, 2014 "Shop Local Saturday" and authorizing the campaign to support and promote the event; and
2. This Resolution shall be effective immediately upon passage.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 3, 2014 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-2

**RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM (7015.15)
FOR THE RECONSTRUCTION OF ADA ACCESS FROM THE PARKING LOT TO
BOROUGH HALL IN THE BOROUGH OF PAULSBORO**

WHEREAS, the County of Gloucester manages and coordinates the implementation of certain Department of Housing and Urban Development (HUD) programs to benefit County residents of including the Community Development Block Program (CDBG); and

WHEREAS, the removal of architectural barriers and reconstruction of ADA accessibility at the Borough Hall parking lot in the Borough of Paulsboro will benefit the County's physically handicapped residents; and

WHEREAS, in accordance with federal regulations specific forms must be executed prior to HUD evaluating the request for release of funding for this project as well as all other HUD requirements being met.

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 attest to HUD Forms 7015.15 (Request for Release of Funds and Certification) and any other necessary documentation related to the project activities cited above.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) FY2013 CDBG Program Annual Action Plan	2. HUD/State Identification Number B-13-UC-34-0109	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14-218	5. Name and address of responsible entity County of Gloucester Office of Government Services 1200 N. Delsea Drive Clayton, NJ 08312	
6. For information about this request, contact (name & phone number) Christina Velazquez, Senior Program Analyst, Gloucester Co. Planning Division (856-384-6867)		
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) 2013-Reprogrammed Funds - Public Facilities: Paulsboro - ADA Parking & Sidewalk Improvements	10. Location (Street address, city, county, State) 1211 Delaware Street, Paulsboro, NJ
---	---

11. Program Activity/Project Description

2013-Reprogrammed Funds - Public Facilities: Paulsboro - ADA Parking & Sidewalk Improvements

The County proposes to assist the Borough of Paulsboro to reconstruct ADA access at the Borough Hall Parking Lot, including handicapped parking spaces, curb cuts and sidewalks.
CDBG funds: \$ 50,000 Other funding \$42,050

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with, Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Freeholder Director

x Robert M. Damminger

Date signed

September 4, 2014

Address of Certifying Officer

County of Gloucester

County Complex, 115 Budd Blvd.

West Deptford, NJ 08096

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part I and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

X

Date signed

Warning: HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

C3

RESOLUTION TO CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR EMPLOYMENT AND TRAINING SERVICES IN THE AMOUNT OF \$4,105,029.00 FROM JULY 1, 2014 TO JUNE 30, 2015

WHEREAS, The County of Gloucester, a designated workforce area and grant recipient pursuant to the Workforce Investment Act of 1998, assigns the Department of Economic Development, Division of Workforce Development as the One-Stop Operator to deliver employment and training services to qualified residents; and

WHEREAS, the following applicable funds have been appropriated for the grant period July 1, 2014 to June 30, 2015:

WIA Adult	\$ 633,800.00
WIA Youth	\$ 707,941.00
WIA Dislocated Worker	\$ 813,812.00
Work First NJ	\$1,914,476.00
Workforce Learning Link	\$ 35,000.00
Total	\$ 4,105,029.00; and

WHEREAS, the **\$4,105,029.00** represents state and federal funds for PY' 2014 to be utilized by Gloucester County to enhance services to County residents in accordance with the previously approved Workforce Investment Area Five-Year Plan; and

WHEREAS, the County's Department of Economic Development will monitor all program conditions required for federal financial assistance and compliance pursuant to the Workforce Investment Act.

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 Clerk of the Board to attest to the Contract and any other required documents between the County of Gloucester and the New Jersey Department of Labor and Workforce Development regarding funding for employment and training services from July 1, 2014 to June 30, 2015.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

WIB: Gloucester
DUNS No.: 957362247

PY 2014 Funds

Plan No.: ET-08-PY14
Mod No.: _____

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

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

C. Local Area Operating Entity:
Gloucester County Economic Devel
115 Budd Boulevard
West Deptford, NJ 08096
Contact: Tom Bianco, Acting Director
Tel. No.: 856-384-6951

WorkFirst NJ Operating Entity:

Contact: Tom Bianco, Acting Director
Tel. No.: 856-384-6951

D. Funding Levels by Source:

<u>WIA / FEDERAL FUNDS:</u>	
Adult:	633,800
Youth:	707,941
Dislocated Worker:	813,812
Add'l Federal Funds:	0
Federal TOTAL:	\$2,155,553
State TOTAL:	\$1,949,476
Contract TOTAL:	\$4,105,029

<u>STATE FUNDS:</u>	
WorkFirst NJ:	1,914,476
WLL:	35,000
SmartSTEPS:	0
Add'l State Funds:	0

The contract period for these funds is July 1, 2014 through June 30, 2015.

Grantor/Department and Grant Recipient's Agreement Signatures

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

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

Standard Assurances and Certifications

ASSURANCES AND CERTIFICATIONS

The Department of Labor and Workforce Development (LWD) will not award a grant where the grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement the grantee hereby certifies and assures that it will fully comply with the following:

- 1) Assurances Non Construction Programs (SF 424 B)
- 2) Debarment and Suspension Certification (29 CFR Part 98)
- 3) Certification Regarding Lobbying (29 CFR Part 93)
- 4) Drug Free Workplace Certification (29 CFR Part 98)
- 5) Nondiscrimination and Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement the grantee is providing the above assurances and certifications as detailed below:

1) ASSURANCES NON CONSTRUCTION PROGRAMS

NOTE: Certain assurances may not be applicable to your project or program. If you have questions, please contact the grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

- A) Has the legal authority to apply for federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B) Will give LWD, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives or LWD directives.
- C) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D) Will initiate and complete the work within the applicable time frame after receipt of approval from LWD.
- E) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- F) Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1101, et seq. (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 21 U.S.C. 801, et seq. (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Assurances and General Provisions
Workforce Development Area Contracts

(R06.14)

- G) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq. (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- H) Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- I) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.
- J) Will comply, if applicable, with Flood Insurance Purchase Requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et seq. (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- K) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq. (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) implementation plans under section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended, 42 U.S.C. 300f, et seq. (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531, et seq. (P.L. 93-205).
- L) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- M) Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- N) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- O) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, (7 U.S.C. 2131, et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- P) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- Q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments and Nonprofit Organizations.
- R) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
- S) Will comply with the Federal Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to LWD as a condition of receiving a federal grant or award.

2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by EO 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, sections 85.105 and 85.110.

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency or the state of New Jersey.
- B) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and have not within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- D) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant or contract.

3) CERTIFICATION REGARDING LOBBYING

As required by 31 U.S.C 1352 and implemented at 34 CFR Part 82, for the persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, sections 82.105 and 82.110 that applicant certifies that:

The undersigned (i.e., grantee signatory) certifies, to the best of his or her knowledge and belief that:

- A) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement.
- B) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4) CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees as defined at 34 CFR Part 85, sections 85.605 and 85.610.

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

- A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- D) Notifying the employee in the statement required by paragraph A that as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

5) **NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE**

As a condition to the award of financial assistance from LWD, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
- B) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

- E) Americans with Disabilities Act (P.L. 101-336) which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications. It requires all affected entities (businesses) to provide *reasonable accommodation* to persons with disabilities.

6) LIABILITY

This agreement is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the availability of appropriations.

The state of New Jersey does not carry any public liability insurance, but the liability of the state of tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The act also creates a special self-insurance fund and provides for payment of claims against the state of New Jersey or against its employees for tort claims arising out of the performance of their duties for which the state is obligated to indemnify.

The contractor/grantee shall defend, protect, hold harmless and indemnify LWD from all liabilities arising out of a contract/grant matter, which the contractor/grantee or its subcontractors has been negligent.

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

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

**Gloucester County Department of Economic Development
Workforce Investment Board
c/o Gloucester County College
1492 Tanyard Road
Sewell, NJ 08080**

**Gloucester County/Thorofare America's Job Center
215 Crown Point Road
Thorofare, NJ 08086**

Check () if there are workplaces on file that are not identified.

The following are hereby designated:

1. Fiscal agent (as defined by the Workforce Investment Act at sections 117 and 118 and in related regulations at 661.350 (a)):

County of Gloucester
County Court House
PO Box 337
Woodbury, NJ 08096
2. One-Stop Operator (as defined by the Workforce Investment Act at sections 101, 117 and 121 and in related regulations at 662.410):

Daniel Angelucci, One Stop Operator
Gloucester County/Thorofare America's Job Center
215 Crown Point Road
Thorofare, NJ 08086

3. Workforce point of contact (as designated by the signee to be the contact point for the state of New Jersey for purpose of communication):

Thomas Bianco, Director
Workforce Investment Board
c/o Gloucester County College
1492 Tanyard Road
Sewell, NJ 08080

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. I further certify that as the duly authorized representative, I retain the authority to accept funds and participate in the related programs with the agreement of the jurisdiction. The information provided below and the information provided herein, accurately reflect the desires and wishes regarding the use of these funds within this jurisdiction consistent with the requirements of the funding sources and our intent. Further, with my affixed signature, our jurisdiction agrees to follow and be responsive to the rules, laws, policies and plans developed by the federal and state governments related to the funds included in this agreement and require all subgrantees under this agreement to agree to same.

Robert M. Damminger
Freeholder Director

Signature

Date

General Provisions

DEFINITIONS

For the purpose of this document, the following definitions apply:

- Grantor is defined as the New Jersey Department of Labor and Workforce Development which is also referred to as LWD.
- Contractor/Grantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from LWD.
- Subcontractor/Subgrantee is defined as any agency, organization or individual in direct receipt of funds by written instrument from a contractor/grantee.
- Program exit is defined as a participant having either been designated by the local area as such or who has not received a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.
- Number served is those participants who are registered and receiving services.
- Definitions for financial terms below are derived from the **One-Stop Comprehensive Financial Management Technical Assistance Guide**. This document may be found on the Internet at http://www.doleta.gov/grants/pdf/FinalTAG_August_02.pdf. The financial definitions below shall be those used in review and audit of related processes and systems. Local area records must conform with the definitions of the following terms from that document:
 - Obligations are defined as the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee.
 - Expenditures/outlays are defined as charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and subgrantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the new increase(or decrease) in the amounts owed by the grantee for goods and other

property received, for services performed by employees, contractors, subgrantees, subcontractors and other payees and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims and other benefit programs. Quarterly reports shall be prepared on the accrual basis.

- Administration is defined as the allocable portion of the costs for support services and not related to the **direct provision of workforce investment services, including services to participants and employers**. Administrative functions are specified to include the following:
 - General administrative functions such as accounting, financial and cash management, procurement, property management, personnel management and payroll
 - Audit functions and those duties associated with coordinating the resolution of findings originating from audits, monitoring, incident reports or other investigations
 - General legal services
 - Goods and services used for administrative functions
 - Developing systems, including information systems, related to administrative functions
 - The cost of awards made to subrecipient or vendor organizations for administrative services of the awarding agency (e.g., payroll service for staff or clients)

Administrative costs are accumulated and reported only by state and local boards, direct recipients (i.e., the state or Title ID grantee), the local grant recipient or subrecipient, the fiscal agent for a local area and the One-Stop Career Center Operator. If the local area makes an award to a vendor for an administrative function such as developing a procurement system, then the vendor costs are classified as administrative. With the exception of the aforementioned type of administrative contract, all awards to vendors and subrecipients are considered program costs and would be reported in the program cost category.

- Accrued expenditures are defined as the charges incurred by the grantee during a given period requiring the provision of funds for (1) goods and other tangible property received; (2) services performed by employees, contractors, subgrantees, subcontractors and other payees; and (3) other amounts becoming owed (by the grantee) under programs for which no current services or performance are required, such as annuities, insurance claims and other benefits.

LWD retains the right to examine all costs to determine appropriateness of the charge to a category. The contractor/grantee is responsible for ensuring that all efforts are made to ensure that administrative costs are kept to a minimum not to exceed the limits established by federal law, rules or policies.

1) SPECIAL GRANT CONDITIONS FOR HIGH RISK GRANTEES

A) A grantee may be considered high risk if LWD determines that a grantee:

- 1) Has a history of unsatisfactory performance;
- 2) Is not financially stable;
- 3) Has a financial management system which does not meet the standards set forth in section 2;
- 4) Has not conformed to terms and conditions of previous awards;
- 5) Is otherwise not responsible; and
- 6) LWD determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

B) Special conditions or restrictions may include:

- 1) Payment on a reimbursement basis;
- 2) Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
- 3) Requiring additional, more detailed financial reports;
- 4) Additional project monitoring;
- 5) Requiring the grantee to obtain technical or management assistance; and
- 6) Establishing additional prior approvals.

C) If LWD decides to impose such conditions, LWD will notify the grantee as soon as possible, in writing, of:

- 1) The nature of the special conditions/restrictions;
- 2) The reason(s) for imposing the special conditions;

- 3) The corrective actions that must be taken before the special conditions will be removed by LWD and the time allowed for completing the corrective actions; and
- 4) The method of requesting reconsideration of the conditions/restrictions imposed.

2) FINANCIAL MANAGEMENT SYSTEM

A) The grantee shall be responsible for maintaining an adequate financial management system and will immediately notify LWD when the grantee cannot comply with the requirements established in this section of the grant.

B) The grantee's financial management system shall provide for:

1) Financial Reporting:

Accurate, current and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant and such format is to be on an accrual basis unless otherwise approved by LWD;

2) Accounting Records:

Records that adequately identify the source and application of funds for LWD-supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income;

3) Internal Control:

Effective internal and accounting controls over all funds, property and other assets. The grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes;

4) Budget Control:

Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by LWD;

5) Allowable Cost:

Procedures for determining reasonableness, allowability and allocability of costs generally consistent with the provisions of federal and state requirements;

6) Source Documentation:

Accounting records that are supported by source documentation; and

7) Cash Management:

Procedures to minimize the time elapsing between the advance of funds from LWD and the disbursement by the grantee, whenever funds are advanced by LWD.

C) LWD may require the submission of a Statement of Adequacy of the Accounting System, as provided in Chapter II-2 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

D) LWD may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If LWD determines that the grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by LWD upon written notice to the grantee, until such time as the system meets with LWD approval.

E) LWD requires that the grantee/contractor develop/maintain a documented financial management system that is committed to a document and conforms to applicable federal, state laws and generally accepted accounting principles.

F) The grantee/contractor shall develop/maintain a cost allocation/resource sharing plan regarding the resources developed to the One-Stop Career Center consistent with requirements set forth in appropriate laws, regulations and the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

3) ALLOWABLE COSTS

Funds expended in this project shall be those as stated in the agreement for the purposes and functions outlined, unless changed by an approved modification. The contractor/grantee shall be entitled only to reimbursement for actual expenses incurred or obligated during the contract/grant period or during an approved extension agreed upon by the contractor/grantee and LWD, and only in the amount specified in the agreement. All obligations shall be liquidated within three months of the completion of the contract period or an approved extension.

It is the intent of the state that all funds be used in a unified and integrated manner in order to provide seamless service delivery, and not to create duplication and multiple administrative entities within the same organization.

No funds under this contract may be used for purposes other than employment and ToWork related activities. These funds may not be used to supplement nor supplant services funded through other efforts. These funds cannot be used to duplicate services and staff being funded under other efforts.

No funding under this agreement can be used to provide for bonuses or other payments above and beyond legitimate wages, salaries or any other form of compensation.

Should any funds under this agreement be used for the purpose of satisfying any contractor/grantee or subcontractor pooled costs (i.e., indirect costs or general and administrative), it is the sole responsibility of the contractor/grantee to provide documentation substantiating such cost. LWD retains the right to question this or any other costs charged to this grant or contract.

All data pertaining to clients served under this agreement must be included in America's One-Stop Operating System (AOSOS). Costs related to clients not registered and/or reported in AOSOS may be disallowed.

Upon completion of training, participants should be referred to placement services, either through the training provider or the One-Stop Career Center. Participants may be enrolled into appropriate funded services, such as Job Seeking/Changing Skills or Job Search Workshop to aid the participant in securing employment, or receive activities such as referrals to job orders or job order development. Once a participant has not received any funded services or staff assisted activity for 90 consecutive calendar days and is not scheduled for future services, a soft exit will occur in AOSOS.

Contractors/Grantees who are government, educational or nonprofit organizations must comply with federal cost principles as established in OMB Circulars A-87, A-21 or A-122. These circulars establish government wide cost principles, including a requirement that salaries and wages charged to this contract be supported by personnel activity reports.

LWD does not provide funding that should be intended as working capital. Funds received are for the sole intent of the contracted program. Funds from any agreement must be used in the manner agreed upon within the agreement. Any changes in intent or use must be approved by LWD.

Interest earned from any funds included in this agreement must be used consistent with the agreement and with the applicable laws, rules and policies associated with the funding source which resulted in the interest. Further, any interest earned must be reported consistent with program income.

Each contractor/grantee shall have a written policy regarding the subject of leave accounting. Such policies must be consistent with policies of the grant recipient and must be available for LWD to review. LWD retains the right to assess such policies for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall have a written policy regarding severance pay. Such policies must be consistent with policies of the grant recipient and must be available for review by LWD. LWD retains the right to assess such policies

for their potential impact on service provision and require changes to ensure such services may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Each contractor/grantee shall establish a written policy to address the provision of personnel benefits paid, incurred or purchased under this agreement. Costs associated with personnel benefits should be consistent with the developed policy and should apply to the contractor/grantee and its subgrantees where appropriate. LWD retains the right to determine whether costs/rates within this category are excessive.

Contractors/Grantees must ensure that costs related to meetings, entertainment, meals, graduations and celebrations are appropriate and of a de minimis amount. Each contractor/grantee must establish written policies consistent with that of the grant recipient. LWD retains the right to assess such policy for their potential impact on service provision and require changes to ensure such activities may not be impacted by local policies. Each contractor/grantee has the responsibility to ensure that its subgrantees, where appropriate, have similar documentation. LWD retains the right to determine whether costs/rates within this category are excessive.

Funds used under this grant must be used for the benefit of the program and its clients. Contractors/Grantees may not use resources from this agreement to benefit the results of non-applicable programs, the application for grants under non-applicable programs, nor employment under non-applicable programs. Contractors/Grantees using funds in such manner may have these costs disallowed. Contractors/Grantees shall establish policies on a local level to ensure that, where appropriate, similar requirements apply.

No wages under this agreement, whether for full time or part time work, may exceed the federally imposed limit as set forth in Public Law 109-234 and/or any limits established through applicable law, regulation or order by the state of New Jersey. This establishes a cap for not only annual wages, but should be pro-rated to ensure that hourly, weekly, monthly or any wages either wholly or partially funded under this agreement do not exceed the allowed amount on that basis either. Any costs above the total or pro-rated amount may be the basis for a disallowed cost for the entirety of the amount, not just any excessive amount. Each contractor/grantee has the responsibility to ensure that no subgrantees violate this cap and that any violation on that basis is similarly disallowed.

LWD reserves the right to cap and deny any requests associated with pooled costs (i.e., indirect or general and administrative). It is incumbent upon the contractor/grantee to provide sufficient documentation regarding such requests including documentation of its development and components and approval by the appropriate cognizant agency. Funding of the budgeted amount of the pooled costs in this grant/contract does not imply approval by LWD of the amount or method of calculation.

4) MATCHING AND COST SHARING

The grantee shall be required to account to the satisfaction of LWD for matching and cost sharing requirements of the grant in accordance with federal and state requirements.

5) PROGRAM INCOME

Program income shall be defined as gross income earned by the grantee from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees and royalties on patents and copyrights.

- A) If a grantee receives interest earned of \$250 or more in a fiscal year on advances of grant funds, see Chapter II-7-3 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.
- B) Unless the grant provides otherwise, the grantee shall have no obligation to LWD with respect to royalties received as a result of copyrights or patents produced under the grant.
- C) All other program income earned during the grant period shall be retained by the grantee and used in accordance with Chapter II-7 of the **One-Stop Comprehensive Financial Management Technical Assistance Guide**.

6) PRICE WARRANTY

Contractor/grantee warrants that the prices agreed upon are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. Contractor/grantee extends the same terms and conditions as extended to its most favored customers and final price includes all common reductions for discounts, rebates or other incentives. All goods procured under this contract shall be name brand, first quality, new parts, unless otherwise specified.

7) PAYMENT METHOD

A) Payments to the contractor/grantee or on behalf of the contractor/grantee shall be issued only after the agreement has been signed and agreed to by both parties. The contractor/grantee will provide sufficient documentation that action has been taken to carry out the terms and conditions of the agreement. Upon receipt of the requisite financial and narrative reports and other forms or reports required by the grantor and upon appropriate certification by the chief financial officer of LWD or his/her designee, the grantor will pay the contractor/grantee the contracted amount.

B) The following is required to be submitted in a form satisfactory to LWD. At its discretion, LWD may request additional reports.

Payment Voucher (Form PV 6/93) or similar form approved by LWD – This form will be submitted to LWD, with supporting documentation that the contracted services are operational and will continue to be for the length specified in the agreement.

8) REPORTING REQUIREMENTS

Contractor/Grantee agrees to provide all reports specified in this agreement within the established timeframe and to the satisfaction of LWD. All records must be current and reflective of actual events to ensure that reports may be timely and provide an actual depiction of ongoing activities. Contractors/Grantees are responsible for ensuring that reports are based upon current data.

9) MONITORING, EVALUATION AND AUDIT

A) The contractor/grantee agrees to cooperate with any monitoring, evaluation and/or audit conducted by the grantor or their designees and authorized agents.

B) The contractor/grantee will maintain its records and accounts in such a way as to facilitate the preparation of financial statements in accordance with generally accepted accounting principles and the audits thereof and ensure that subcontractors/subgrantees also maintain records in the same manner. The contractor/grantee is responsible for any disallowed costs as determined by LWD including those of its subcontractors.

C) Contractors/grantees who are governmental or nonprofit organizations and receive over \$500,000 in either state or federal funds agree to have an audit conducted which meets the requirements of the Single Audit Act (31 U.S.C. 75), and federal OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. Audits must also conform with the New Jersey OMB Circular Letter 04-04 *Single Audit Policy For Recipients of Federal Grants, State Grants and State Aid*.

Government and nonprofit organizations receiving more than \$100,000 in combination of state and federal funds agree to have a financial audit in accordance with Government Auditing Standards (Yellow Book Standards).

1) To meet these requirements, the contractor/grantee's audit reports must include the auditor opinion on the contractor/grantee's compliance with the material terms and conditions of state grant agreements, state aid programs and applicable laws and regulations.

2) Contractor/grantee audit reports must contain a supplemental schedule of the entity's state grant and state aid financial assistance programs. This schedule must show for each program:

- State Grantor Organization;
- Program Title;

- State Account Number;
- Program Account; and
- Total Disbursements.

D) Contractors/grantees who are for-profit companies and receive \$100,000 in either state or federal funds agree to have an independent audit which includes one of the following:

A grant specific audit in accordance with Government Auditing Standards (Yellow Book Standards); or, a financial audit report conducted under generally accepted auditing standards which includes a separate report on compliance with contractual provisions; or, a special report applying agreed upon procedures including, but not limited to, reviewing and testing the cost and expenses incurred for which reimbursement was requested to determine their propriety under the contract; review of the training records which substantiate training was completed in accordance with the contracts.

LWD's chief financial officer reserves the right to accept alternate assurances of contractor/grantee compliance in the event an independent audit cannot be provided.

E) LWD reserves the right to build upon the audit received. Interim audits may be conducted at the discretion of LWD.

F) Contractors/grantees agree to provide full access to their books and records and to any audit or review of financial and compliance requirements of LWD.

G) LWD reserves the right to require plans for audit resolution. LWD further retains the right to implement steps toward such resolution should the contractor/grantee fail to be responsive and a need to institute collection is warranted. Such action on the part of LWD shall include prior notice and include opportunity for appeal.

H) Contractors/grantees agree to require that all subgrantees whose receipt of funds under this agreement meet or exceed levels, regardless of whether it be through a single or multiple agreements, required for contractor/grantee independent audit, shall provide an independent audit consistent with the requirements established herein for the contractor/grantee.

I) Contractor/grantee agrees to monitor its subgrantees. Such monitoring shall include review of program, financial and performance for all efforts. Entities receiving awards of \$50,000 a year, whether through one or multiple agreements, must be monitored annually. A schedule for all monitoring shall be developed and available upon request. Monitoring tools shall be used and a record of such efforts must be retained. In any event of a monitoring finding or recommendation, the contractor/grantee is responsible for communicating such to the applicable body in a timely manner and require, document and follow-up on related actions.

J) The contractor/grantee must maintain records in support of the cost allocation/resource sharing plan discussed under section 2. These records must be auditable and consistent with the plan.

10) COMPLAINTS, GRIEVANCES AND APPEALS

All contractors/grantees must promulgate a written policy regarding complaints, grievances and appeals. The process must be written in a manner that is clear and understandable. The information must be provided to all customers, communicated in a manner in which they may understand, be consistent with, at a minimum all federal and state requirements, offer the opportunity for appeal and establish reasonable timeframes for response. All contractors/grantees must also establish for all complaints regarding potential, claimed or actual violations of the Equal Employment Opportunity regulations. These too must minimally satisfy federal and state requirements. As appropriate, documentation regarding these efforts must also designate the appropriate person designated to consider these matters.

11) RECORDS

All documents, patents, copyrights, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other materials prepared by the contractor/grantee in connection with the project are the property of LWD. Such material will be delivered to LWD upon request.

Retention – The contractor/grantee agrees to maintain all records pertinent to all grants, contracts and agreements, including financial, statistical, property and participant records and supporting documentation for a period of seven years from the date of the final expenditure or final program report, whichever is the latest. The aforementioned records will be retained beyond the seven years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The contractor/grantee agrees to insure that subgrantees retain records in accordance with these requirements. In the event of the termination of the relationship between contractor/grantee and subgrantees, the contractor/grantee shall be responsible for the maintenance and retention of the records of any subgrantees unable to retain them.

Access – The grantor may investigate any matter it deems necessary to determine compliance with state or federal policy and/or procedures. The investigations authorized by this provision may include examining records (including making certified copies thereof), interviewing employees and entering any premises or onto any site in which any part of a program of the contractor/grantee is conducted or in which any of the records of the contractor/grantee are kept.

Additionally, all parties must comply with laws, regulations and policies regarding New Jersey Public Records Law.

The contractor/grantee understands that all records must be current and reflective of actual and timely information. Purposeful provision of inaccurate, untimely or manipulated data may be cause for further action.

12) PROCUREMENT STANDARDS

Procurement of supplies, equipment and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state and local requirements.

Adherence to the standards contained in the applicable federal, state and local laws and regulations does not relieve the grantee of the contractual responsibilities arising under its procurements. The grantee is the responsible authority, without recourse to LWD, regarding the settlement and satisfaction of all contractual and administrative issues and claims arising out of procurement entered in support of a grant.

The contractor/grantee shall maintain a written procurement document that satisfies all federal/state requirements and ensures competition where appropriate, utilizes past performance as a determinant of future use, requires cost/price analysis of acquisition and develops an oversight system for the process. Any/all procurement documentation must require and include specific language regarding the avoidance of conflict of interest in any procurement process and document any steps to be taken to ensure that such steps have been taken.

The contractor/grantee shall not be allowed to use procurement rules as a tool toward procurement pass-through. Contractor/grantee shall not be allowed to enter into an agreement whose sole or primary purpose is to obfuscate the desire and intent of procurement standards as set forth by this agreement and applicable federal and state requirements.

13) PROPERTY

The contractor/grantee is responsible and accountable for all equipment and property purchased with funds under this agreement, including purchases made by any contractor or subcontractor receiving payments on behalf of the contractor/grantee. A current inventory of such property and equipment, with a value of \$1,000 or more, shall be maintained by the contractor/grantee. Procedures for property records are outlined in the state of New Jersey Treasury Circular 11-19, <http://www.state.nj.us/infobank/circular/cir1119b.pdf>, and the contractor/grantee shall follow those procedures. The contractor/grantee agrees to provide the same security and safekeeping measures for property paid for under this contract as the contractor/grantee provides for the same or similar property owned by the contractor/grantee. The contractor/grantee agrees to impose similar conditions upon any contractor or subcontractor engaged to provide services under this contract.

14) TRAVEL AND CONFERENCES

Conferences or seminars conducted by the contractor/grantee shall be held at the contractor/grantee's facilities or at public facilities whenever possible. The rate of reimbursement for mileage allowed for employees of the contractor/grantee or subgrantee(s) traveling by personal automobile on official business shall be the rate set by the State Appropriations Act (Act) and any amendments thereto, that are in effect at the time of travel.

Reimbursements for meals, lodging and travel shall be governed by the state travel circular "Travel Regulations" that is currently in effect at the time of travel. The current circular can be found at the following website <http://www.state.nj.us/infobank/circular/circindx.htm>.

15) SUBCONTRACTING

Contractor/grantee will perform all terms and conditions of this agreement unless a provision allowing the subcontracting of work is contained in the agreement. All terms and conditions applicable to the contractor/grantee would apply to any subcontractors or third parties hired by the contractor/grantee. It is the responsibility of the contractor/grantee to have appropriate agreements in place, in a timely manner, for all subcontracts/agreements. All such agreements should be consistent with the requirements of this document.

16) MODIFICATIONS

Modification to the agreement will be made in accordance with procedures prescribed by the grantor effective at the time of submission of the modification.

- A) The contractor/grantee agrees to submit a written modification and receive approval from LWD prior to changing any budget line item contained in this agreement.
- B) The grantor and contractor/grantee agree to make any changes to this agreement only through a written modification.
- C) All modifications to this agreement will be appended to and become part of this contract.

17) DISPUTES

The contractor/grantee agrees to attempt to resolve disputes arising from this agreement by administrative process and negotiations in lieu of litigation. The contractor/grantee assures continued performance of this agreement while any dispute is pending.

Any dispute arising under this grant or agreement, which is not settled by informal means, shall be decided by the grantor, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor/grantee. The contractor/grantee shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the contractor/grantee shall proceed diligently with the performance under the agreement.

The dispute resolution mechanism described in this section is not exclusive. The grantor and contractor/grantee preserves all rights in law and equity to pursue any claims that may arise.

This agreement shall be governed by and construed and enforced in accordance with the laws of the state of New Jersey.

18) SEVERABILITY

If any one or more provisions of the agreement are finally adjudicated to be unlawful or unenforceable by a court of competent jurisdiction, then this agreement shall be construed as if such unlawful provisions had not been contained herein.

19) TERMINATION

- A) Termination for Convenience – The grantor or contractor/grantee may request a termination for any reason. The grantor or contractor/grantee shall give 30 days advance notice, in writing, to the other parties to this agreement of the effective date of such termination. The contractor/grantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
- B) Termination for Cause – The grantor may terminate this agreement when it has determined that the contractor/grantee has failed to provide the services specified, or complied with any of the provisions contained in

this contract or approved application, or otherwise breached the terms of this agreement. If the contractor/grantee fails to perform in whole or in part under this agreement, or fails to make sufficient progress so as to endanger performance, or otherwise breaches the terms of this agreement, the grantor will notify the other parties to this agreement of such unsatisfactory performance or breach in writing. The contractor/grantee has 10 working days in which to respond with a plan agreeable to the grantor for correction of the deficiencies. If the contractor/grantee does not respond within the appointed time with corrective plans satisfactory to the grantor, the grantor will serve a termination notice on the contractor/grantee which will become effective within 10 days after receipt. In the event of such termination, the grantor shall only be liable for payment for services rendered prior to the effective date of the termination, provided such services are performed in accordance with the provisions of this agreement.

C) Termination or Reduction of Funds

- 1) The contractor/grantee agrees that major changes to this contract, both in terms of program content and funding levels, may be required prior to its implementation or during the term of its operations due to new or revised legislation or regulations. The contractor/grantee agrees that any such changes deemed necessary by LWD shall be immediately incorporated into this grant.
- 2) Future payments under this agreement may be suspended or terminated upon refusal to accept or satisfy any additional conditions that may be requested by the grantor.

20) CONTRACT CLOSEOUT

A) The following definitions shall apply for the purpose of this section:

- 1) Contract Closeout – The closeout of a contract is the process by which the grantor determines that all applicable administrative actions and all required work of the contract have been completed by the contractor/grantee.
- 2) Date of Completion – The date by which all activities under the contract are completed, or the expiration date in the grant award document, or any supplement or amendment thereto.

B) The contractor/grantee shall submit a closeout package per the terms of the agreement, unless otherwise extended by the grantor, after completion of the contract period or termination of the contract. Closeout forms will be supplied by the grantor.

C) The contractor/grantee will, together with the submission of the closeout package, return to the grantor any unexpended funds or unobligated (unencumbered) cash advances except such sums as have been otherwise authorized, in writing, by the grantor to be retained.

D) Within the limits of the contract amount, the grantor may make a settlement for any upward or downward adjustments of costs after the final reports are received.

E) The contractor/grantee is responsible for those costs found to be disallowed, including those of any contractor or subcontractor paid from funds under this grant or contract, and the grantor retains the right to recover any appropriated amount after fully considering the recommendations on disallowed costs resulting from the final audit, even if a final audit has not been performed prior to the closeout of the contract.

F) The contractor/grantee shall account for any property received from the grantor or acquired with funds under this grant, including any property received or acquired by a contractor or subcontractor under this grant.

G) The contractor/grantee shall forward closeout package to the grantor within 60 days of the closeout.

21) PERFORMANCE

The contractor/grantee assures performance will be in accordance with, and within the period of, this agreement and will immediately report any conditions that may adversely affect performance to LWD as soon as they become known. Grantee agrees to meet negotiated program performance levels as a condition of future funding and to any program requirements stated in the Notices of Obligation that granted operational authority for the funds contained in this

contract. Any fraud or suspected fraud involving granted funds must be reported to the grantor with 48 hours of its discovery. The contractor/grantee shall establish and document a process to ensure that the results of programs and services provided with funds provided by this agreement and overseen and reviewed to ensure that these resources are maximized for effectiveness and results in addition to any specific program requirements as established by law, regulation or policy. The contractor/grantee shall ensure that such process includes a determination of effectiveness and that such findings, minimally on an annual basis, are committed to writing and shared with LWD. The contractor/grantee acknowledges that LWD has the right and responsibility to take action and potentially sanction any area that fails to attain satisfactory performance consistent with the rules overseeing any of the funds under this agreement.

22) CONFLICTS OF INTEREST

The contractor/grantee shall avoid organizational conflicts of interest or the appearance of conflicts of interest in the conduct of procurement activities. Any gratuities in the form of entertainment, gifts or otherwise offered by the contractor/grantee, its agent or representative to any office or employee of LWD with a view toward securing this contract or securing favorable treatment with respect to the awarding, amending or the making of any determination will render the contract voidable at the option of LWD, and may justify further action under applicable state laws. The contractor/grantee agrees that it shall ensure that all steps are taken to avoid actual or potential conflicts of interest in their efforts under this agreement. The contractor/grantee must guarantee and monitor its system to ensure that all staff, officers, board or staff members touched by resources under this agreement are not in conflict. The contractor/grantee shall develop/maintain a written code of conduct which provides specific requirements and processes to ensure that that anyone, including staff and board members, shall not be in conflict and indicate the steps the contractor/grantee will take to avoid the potential of conflict.

23) OPEN GOVERNMENT PRACTICES

The contractor/grantee shall ensure that any activity funded in whole or part of this agreement meets the highest of ethical standards and shall not violate applicable federal, state or local rules regarding any of the following subjects:

- Patronage
- Political Activities
- Hatch Act
- Sectarian Activities
- Maintenance of Effort/Supplanting
- Open Public Meeting

Written policies regarding the contractor/grantee shall be documented, maintained and available for review. Contractor/grantee should also require that subgrantees establish, document and maintain such policies as appropriate.

24) BONDING AND INSURANCE

The contractor/grantee shall ensure that every officer, director or employee who is authorized to act on behalf of the contractor/grantee for the purpose of receiving funds into program accounts or issuing financial documents, checks or other instruments of payment is bonded to provide protection against loss.

25) AVAILABILITY OF FUNDS

The recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the agreement is expressly dependent upon the availability to LWD of funds appropriated by the state Legislature from state and/or federal revenue or such other funding sources as may be applicable. A failure of LWD to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by LWD or an event of default under the agreement and LWD shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from LWD beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by LWD to expend funds beyond the termination date set in the grant agreement.

Grant Specific Provisions

Please use this space to define the role, responsibilities of the following entities consistent with the Workforce Investment Act, the local workforce investment plan and the Workforce Investment Board/local elected officials Memorandum of Understanding:

Grant recipient:

The County of Gloucester is the recipient of the Workforce Investment Act funds and all other state funds dedicated to employment and training services of the residents of Gloucester County. The County has designated the Gloucester County Department of Economic Development to be the department to serve the intended recipients of these dollars.

Fiscal agent:

The County of Gloucester is the fiscal agent for all employment and training related funds. The County Treasurer ensures that all funds are expended appropriately and in a timely fashion.

Workforce Investment Board:

The Board is appointed by the Gloucester County Board of Chosen Freeholders in accordance with federal and state guidelines. The Board conducts oversight of the One Stop system, youth activities and employment and training activities under Title I of WIA. This is done in partnership with the Board of Chosen Freeholders. Activities including, but not limited to changes in services, budget allocations, establishing employer linkages, educational and employment related activities and youth services are discussed by the appropriate WIB committees. The committee chairs then offer proposals to the WIB Executive Committee for approval. These approved proposals are then recommended to the Freeholder Board. The County Board of Chosen Freeholders will make the final decision regarding any changes.

One-Stop Operator:

The One Stop Operator is Daniel Angelucci, who reports to the Director of the Gloucester County Department of Economic Development. The One Stop Operator assures that services of the workforce readiness system are delivered to county residents in an effective and efficient manner.

The Gloucester County Department of Economic Development includes the staff to the Workforce Investment Board, the Division of Workforce Development, which is the division that directly serves those customers in need of employment and training services, and the Division of Business Development and Tourism. All the divisions are mutually dependent upon each other and have a direct impact on the county's quality of life and economic condition.

LWD will provide the contractor/grantee a template to submit a line item budget which indicates the projected use for all funds included in this agreement, which is due to LWD by October 31st of the respective program year. Unexpended funds that are expected to be available from previous agreements, which constitute carry-in, shall also be included in the budget. Such budget must indicate for each line item, the intended amount dedicated to the effort and indicate the various grant sources intended to pay for that function as part of cost allocation. Modifications are expected as funding and program priorities may change. It is the responsibility of the contractor/grantee to update the budget in a timely manner to reflect any such changes. Such budget must account for all dollars provided under this agreement and carry-in funds. The document must clearly indicate those new dollars reflected in any Notice of Obligation. All budgets shall clearly identify staff costs and indicate whether the cost constitutes an administrative or program cost. Accompanying the budget must be a staff roster which includes a listing of all positions that are a part of the budget and being funded, in whole or in part, with funds provided by this agreement. For each staff position, it should be clearly indicated the grant(s) which are funding the staff position, whether the position is charged against program or administrative costs and whether the position has direct customer contact with either client or employer customers. The budget document must include a cover letter indicating agreement on such budget with the signature of the lead elected official and the chair of the Workforce Investment Board. Also required is a statement of accomplishment for the previous year, acknowledgement of the previous year's performance, steps to be taken to ensure failure does not continue with risk of potential sanction and anticipated steps for continuous improvement undertaken by the entities funded by the agreement.

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

Robert M. Damminger
Freeholder Director
Name & Title

Signature

Date

C-4

RESOLUTION EXTENDING THE CONTRACT WITH GCIT FOR THE YOUTH ONE-STOP PROGRAM UNTIL SEPTEMBER 30, 2014 WITH NO ADDITIONAL FUNDING

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on July 1, 2013, authorizing the execution of a contract between the County of Gloucester and the Gloucester County Institute of Technology, for PY 2013 funds to be utilized by Gloucester County Institute of Technology to provide services for at-risk youth through the Youth One-Stop; and

WHEREAS, the Contract was awarded to the Gloucester County Institute of Technology through RFP #013-038 consistent with the County's fair and open procurement process for the provision of said services for the period from July 1, 2013 to June 30, 2014 in the amount of \$340,000.00; and

WHEREAS, the County wishes to extend this Contract for an additional three (3) months from July 1, 2014 through September 30, 2014 with no additional monies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is authorized to execute and Clerk of the Board to attest to a Resolution extending the contract for three additional months to Gloucester County Institute of Technology for services to at-risk youth at the Youth One-Stop Career Center for the period July 1, 2014 through September 30, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 3, 2014, at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C-5

RESOLUTION TO PURCHASE A 2014 CHEVROLET EXPRESS 1500 CARGO VAN FROM MALL CHEVROLET FOR THE TOTAL AMOUNT OF \$17,793.00 THROUGH STATE CONTRACT #A83174

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

WHEREAS, the County of Gloucester (hereinafter the "County") Department of Public Works, Division of Fleet Management, has a need for a new van and will purchase a 2014 Chevrolet Express 1500 cargo van with the specifications as set forth on the bill of sale (hereinafter the "van"); and

WHEREAS, the County opts to purchase the specified van from Mall Chevrolet located at 75 Haddonfield Road, Cherry Hill, NJ 08002, for the total amount of \$17,793.00 through State authorized contract #A83174; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the total amount of \$17,793.00 for the purchase of the van pursuant to CAF# 14-07149 and it shall be charged against budget line item #4-01-26-315-001-20673.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a 2014 Chevrolet Express 1500 cargo van with features and specifications as set forth on the bill of sale for the total amount of \$17,793.00 through State authorized contract #A83174; and

BE IT FURTHER RESOLVED, the Freeholder Director and County Purchasing Agent, be and are hereby authorized and directed to execute and the Clerk of the Board to attest to all documents necessary to complete the purchase.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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

65

Certificate of Availability of Funds

TREASURER'S NO. 14-07149 DATE August 14, 2014

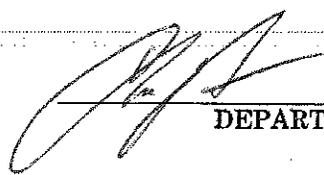
BUDGET NUMBER - CURRENT YR 4-01-26-315-001-20673 B DEPARTMENT P.W./Fleet Mgmt

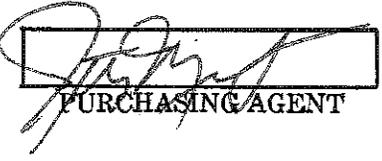
AMOUNT OF CERTIFICATION \$17,793.00 COUNTY COUNSEL Emmet E. Primas Jr
~~\$17,643.00~~

DESCRIPTION: 2014 Chevrolet Express 1500 Cargo Van w/ options of LMF Engine Vortec 5.3L V8 and rear air conditioning and heater (CLG). AM/FM Radio (LMT) state Contract # 83174

VENDOR: Mall Chevrolet
ADDRESS: 75 Haddonfield Rd
Cherry Hill, NJ 08002

Base Price: \$15,788.00
Option LMF: 995.00
Option CLG: 860.00
Option LMT: 150.00
\$17,793.00


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-19-14

Meeting Date: Sept 3, 2014

CL

**RESOLUTION TO CONTRACT WITH OCEANPORT, LLC TO SUPPLY AND
DELIVER ROCK SALT FROM NOVEMBER 1, 2014 TO OCTOBER 31, 2015
IN AN AMOUNT NOT TO EXCEED \$1,500,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for bids, per PD-014-033, which were received and opened in public on August 8, 2014 for the supply and delivery of rock salt to be used for deicing of County roadways and to make brine; and

WHEREAS, after following State and County bidding procedures, it was determined that Oceanport, LLC, (hereinafter "Oceanport"), with an address at P.O. Box 608, Claymont, Delaware 19703, was the lowest responsive and responsible bidder and the County Purchasing Agent recommends that Oceanport be awarded a contract to supply and deliver rock salt to the County's six (6) regional salt facilities at the price of fifty three dollars and seventy four cents (\$53.74) per ton, as set forth in Oceanport's bid proposal; and

WHEREAS, the contract term with Oceanport shall be for a period of one (1) year, from November 1, 2014 to October 31, 2015, in an amount not to exceed \$1,500,000.00; and

WHEREAS, the contract with Oceanport would be open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, continuation of the contract with Oceanport beyond December 31, 2014 is conditioned upon the approval of the 2015 County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that a contract is awarded to Oceanport for the supply and delivery of rock salt at fifty three dollars and seventy four cents (\$53.74) per ton, as per their bid response to PD-014-033 from November 1, 2014 to October 31, 2015, in an amount not to exceed \$1,500,000.00 for the contract term in accordance with and pursuant to the bid submitted with unit prices and terms set forth in the bid proposal for the items as set forth hereinabove; and

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the within awarded contract, 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 Wednesday, September 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

<p align="center">PD 014-033 Bid Opening 7/8/2014 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF ROCK SALT</p>					
DESCRIPTION	EM	\$53.74	\$64.58	NO BID	NO BID
Rock Salt in Accordance with Specs - price per ton					
Processing Location	Claymont Del.		Fairless Hills Pa		
Mining Location	Peru		Chile		
Delivery	1-3 Days		3 to 5 Days		
Variations: (if any)			In case of an emergency will try to comply with 24 hour delivery		
Will you extend your prices to local government entities within the County	YES		YES		
Bid specifications sent to:	Eastern Minerals Prime Vendor Inc.		International Salt Chemical Equipment Labs		Shawn James Ent
<p>THIS IS A ONE (1) YEAR CONTRACT.</p> <p>Based upon the bids received, I recommend Oceanport LLC be awarded the contract as the lowest responsive, responsible bidder.</p>					
<p>Sincerely,</p> <p>Robert J. McErlane Purchasing</p>					
VENDOR:	Oceanport LLC PO Box 608 Claymont, DE 19703 Lisa Stapleford VP 800 288-7974 302 792-1774 Fax	VENDOR:	Morton Salt Inc. 123 N. Wacker Dr. Chicago IL 60606 Anthony T. Patton 855 665-4540 630 861-2735 Fax	VENDOR:	Atlantic Salt Inc. 134 Middle st Ste 210 Lowell, MA 01852 Donna Capillo 978 453-4911 978 251-8244 Fax
VENDOR:	Central Salt LLC 385 Airport Rd. Ste 108 Elgin, IL 60123 Sandra Chmiola 847 608-8130 847 608-8135 Fax				

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
OCEANPORT, LLC**

THIS CONTRACT is made the 3rd day of **September, 2014** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and, **OCEANPORT, LLC**, with offices at PO Box 608, Claymont, DE 19703, hereinafter referred to as "Vendor"

RECITALS

WHEREAS, there exists a need for the County to contract for the supply and delivery of rock salt, as per bid PD 014-033, for use on County roadways for deicing, and to make brine; and

WHEREAS, the Vendor represents that it is qualified to the supply and deliver rock salt to the six (6) regional salt facilities maintained by the County, 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. **TERM**. This Contract shall be effective for a one (1) year from November 1, 2014, and ending October 31, 2015.
2. **COMPENSATION**. This Contract shall be for an amount not to exceed \$1,500,000.00 for the contract term, so that this is an open-ended contract. The Contract shall be for estimated units of goods and services, as set forth in the bid specifications (hereinafter the "Specifications") for County Bid PD 014-033 and the Vendor's Bid Proposal (hereinafter the "Proposal"). The Vendor shall supply and deliver rock salt to the County at the price of fifty three dollars and seventy four cents (\$53.74) per ton, as set forth in the Proposal, and the Specifications.

This Contract is an open-ended contract, so that there is no requirement that the County make any purchase hereunder.

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 Specifications, and the Proposal, which are both incorporated into, and made part of this Contract by reference. Vendor shall supply and deliver rock salt to the County when requested by the County, as needed, to the six (6) County regional salt facilities. **Vendor will honor County's delivery request regardless of events which may create enhanced value for the product.**

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

The Vendor, 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, 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 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, 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 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. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

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

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

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the 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 where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the 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.

9. **INDEMNIFICATION.** The Vendor where applicable, shall be responsible for, shall keep, save and hold the County harmless from, 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 Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

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

14. **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.

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

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

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

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

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

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

21. **CONFIDENTIALITY.** 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 authorize County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will

control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract, or the Specifications, as applicable shall control.

THIS CONTRACT shall become effective the **1st** day of **November, 2014**.

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. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

OCEANPORT, LLC

By:
Title:

C-1

RESOLUTION CONCURRING WITH A LOGAN TOWNSHIP RESOLUTION TO RELOCATE A SPECIFIC NEW JERSEY TRANSIT BUS STOP ON CENTER SQUARE ROAD

WHEREAS, the Township of Logan adopted Resolution No. 109-2014 on July 15, 2014 to relocate the existing bus stop on Center Square Road (CR620) from the near side of the signalized intersection with Heron Drive to the far side location of Center Square Road (CR620) which will prevent stopped NJ Transit buses from blocking traffic while loading/unloading at the traffic signal thereby helping traffic flows.

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

SECTION 1: That the County of Gloucester hereby concurs with Resolution No. 109-214 adopted on July 15, 2014 by the Mayor and Council of the Logan Township amending Resolution No. 82-2014 thereby relocating a NJ Transit bus stop; and

SECTION 2: That certified copies of this Resolution be forwarded to the Commissioner of the Department of Transportation of the State of New Jersey and the Township of Logan and County Engineering File #TA-07-09 will be amended accordingly.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 3, 2014.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C7

RESOLUTION NO. 109 - 2014

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF LOGAN
AMENDING RESOLUTION NO. 82-2014 DESIGNATING BUS STOPS
IN THE TOWNSHIP OF LOGAN, COUNTY OF GLOUCSTER,
STATE OF NEW JERSEY**

WHEREAS, Resolution No. 82-2014 adopted by the Mayor and Council of Logan Township at the meeting held May 6, 2014 designated the location of bus stops in Logan Township for NJ Transit; and

WHEREAS, a need exists to relocate one of the bus stops on Center Square Road (CR620) at Heron Drive; and

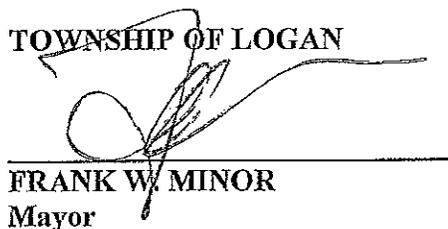
WHEREAS, in Resolution No. 82-2014,
Item #4 Along Center Square Road, westbound, on the northerly side thereof at:
a. Heron Drive-near side
Beginning at the westerly curblineline of Heron Drive and extending 100 feet westerly therefrom.

WHEREAS, this amending resolution makes the following relocation,
Item #4 Along Center Square Road, westbound, on the northerly side thereof at:
a. Heron Drive – far side
Beginning at the westerly curblineline of Heron Drive and extending 100 feet westerly therefrom.

NOW, THEREFORE, BE IT RESOLVED that the amended location of the bus stop on Center Square Road (CR620) at Heron Drive is on the far side in compliance with Gloucester County.

ADOPTED at a Regular Meeting of the Mayor and Council of Logan Township held July 15, 2014.

TOWNSHIP OF LOGAN

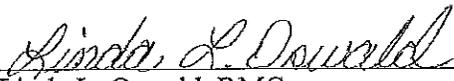

FRANK W. MINOR
Mayor

ATTEST:


LINDA L. OSWALD
Municipal Clerk

CERTIFICATION

I hereby certify that the attached resolution is a true copy of a resolution adopted by the Township Council of the Township of Logan, County of Gloucester, State of New Jersey, at the meeting held by the same on July 15, 2014 in the Logan Township Municipal Building, 125 Main Street, Bridgeport, New Jersey.



Linda L. Oswald, RMC
Municipal Clerk

C-8

RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED: PINNACLE PLACE DEVELOPMENT, BLOCK 48, LOT 2, 3, 4, AND 13; WASHINGTON TOWNSHIP, GLOUCESTER COUNTY UTILITIES AUTHORITY WASTEWATER MANAGEMENT PLAN (WMP), PROPOSED AMENDMENT TO THE TRI-COUNTY WATER QUALITY MANAGEMENT PLAN (WQMP)

WHEREAS, the County desires to provide for the orderly development of wastewater facilities within the County; 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 Register on August 20, 2014 for Pinnacle Place Development in Washington Township, prepared by Consulting Engineers Services on behalf of Thomas Hedenberg, President, of 530 Delsea Drive, LLC, the Developer.

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

1. The County hereby consents to the amendment entitled "Pinnacle Place Development", and publicly noticed on August 20, 2014, prepared by Consulting Engineer Services, for the purpose of its incorporation into the applicable WQM plan.
2. This consent shall be submitted to the 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 Wednesday, September 3, 2014 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



consulting engineer services
Engineers, Planners, and Land Surveyors

August 12, 2014

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Margaret Kullik, PLS
Vice President

RECEIVED

Mr. Rick Westergaard, Planning Director
Gloucester County Planning Board
1200 N. Delsea Drive
Clayton, NJ 08312

RE: **Site Specific Amendment to the Tri-County
Water Quality Management Plan
Pinnacle Place
Township of Washington, Gloucester County, NJ**

PLANNING DIVISION

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
Rosie Wolk, PE, CME, Associate

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Witthohn, PE, CME
Paul A. Witthohn, PE

Dear Mr. Westergaard:

The purpose of this letter is to request a written statement of consent from the County for the above-cited proposed WQMP amendment. State of New Jersey regulations (NJAC 7:15) require that all governmental entities, sewerage agencies, and BPU related sewer and water utilities that may be affected by, or otherwise have a substantial interest in, approval of the amendment proposal, shall be requested to issue a written statement of consent. In consideration of this requirement, the County is hereby requested to issue a statement of consent on the attached amendment proposal. A statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body.

Pursuant to NJAC 7:15-3.4, this written statement of consent is required within sixty (60) days of your receipt of this letter. Enclosed, as an aid to you to ensure that the resolution is satisfactorily worded, is a "model" resolution. Should you determine that your governing body does not support the amendment proposal, you may submit a resolution to that effect, which shall specify the reasons why the amendment proposal is not supported. A copy of the resolution should be sent to us as well as to the New Jersey Department of Environmental Protection (NJDEP), Division of Coastal and Land Use Planning, PO Box 420, Mail Code 401-07C, 401 East State Street, 7th Floor, Trenton, NJ 08625-0420.

Please be aware that if you do not submit the requested resolution, the NJDEP maintains the option of considering approval of the proposed amendment. Therefore, it is in your best interest to submit a resolution defining your position so that the NJDEP may consider it in their decision-making process on the amendment proposal.

If you have any questions on this matter, please contact me at this office.

Sincerely,

Rosie Wolk, P.E., CME
Associate

Enc.

cc: 530 Delsea Drive, LLC

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #24GA27957700

P:\Projects\2520\reports\permits\WQMP Plan Amendment\Consent Letter August 12.docx

ATTACHMENT
STATEMENT OF CONSENT

A RESOLUTION CONSENTING TO THE PROPOSED WATER
QUALITY MANAGEMENT (WQM) PLAN AMENDMENT
ENTITLED: _____

WHEREAS, the _____ desires to provide for the orderly development of wastewater facilities (substitute other wording if appropriate) within _____; 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 Register on _____ for (insert name of amendment) has been prepared by _____;

NOW, THEREFORE, BE IT RESOLVED on this _____ day of _____, 20____, by the governing body of the _____ that:

1. The _____ hereby consents to the amendment entitled _____, and publicly noticed on _____, prepared by _____, for the purpose of its incorporation into the applicable WQM plan(s).
2. This consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

I do hereby certify that the foregoing is a true copy of a Resolution passed by _____ at a meeting duly held on _____.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Coastal & Land Use Planning
P.O. Box 420, Mail Code 401-07C
401 East State Street
Trenton, New Jersey 08625-0420
Telephone: (609) 984-6888
Fax: (609) 292-0687
<http://www.nj.gov/dep/lum/lup.htm>

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

John Witthohn
Consulting Engineer Services
645 Berlin-Cross Keys Road
Sicklerville, NJ 08081

JUL 29 2014

Re: Pinnacle Place
Block: 48, Lot: 2, 3, 4, 13
Washington Township, Gloucester County
Gloucester County Utilities Authority (GCUA) Wastewater Management Plan
Proposed Amendment to the Tri-County Water Quality Management Plan (WQMP)
Program Interest No.: 435433
Activity No.: AMD140003

Dear Mr. Witthohn:

Enclosed please find a copy of the public notice for the above referenced amendment to the Tri-County Water Quality Management Plan. In accordance with the Statewide Water Quality Management Planning rules (N.J.A.C. 7:15-3.4), public notice is required to be posted in the New Jersey Bulletin and one local newspaper which is the *Gloucester County Times* for this planning area. It is the responsibility of the applicant to publish the notice in the newspaper. In order to facilitate this, we have attached the appropriate notice for publication. We anticipate that the notice will be published in the New Jersey Bulletin on August 20, 2014. Please arrange to have your notice published on that date. If we are unable to publish on that date, we will contact you.

It is required of you to send this office affidavits, which include a copy of the published notice, confirming that the public notice has been printed in the newspaper. This amendment can not be approved until all proofs of publication are received.

In accordance with N.J.A.C. 7:15-3.4, the governing bodies of the following parties shall be asked to issue written statements of consent for the proposed amendment: GCUA, Washington Township, Washington Township Municipal Utilities Authority, Gloucester County Planning Board, and the Delaware River Basin Commission.

A statement of consent by a governmental unit shall be in the form of a resolution by that unit's governing body. Tentative, preliminary, or conditional statements shall not be considered to be statements of consent.

Within 15 days of receiving this letter you must send by certified mail (return receipt requested) a copy of the proposed amendment (which should include public notice, supporting documentation and/or wastewater management plan) to the parties identified above, with a request that they issue a written statement of consent for the proposed amendment within 60 days (see enclosed sample).

The applicant shall promptly forward to the Division of Coastal and Land Use Planning a copy of all written statements of consent and other written comments received, and copy of all requests for consent (with return receipts) sent to parties that did not provide written statements of consent or other written comments within 60 days of their receipt of such requests.

If a party does not respond to a statement of consent request within 60 days, or refuses to issue a written statement of consent for the proposed amendment, the Department will take into consideration the reasons for such action or inaction, if known.

Please place the program interest number and the activity number found above at the top of all written correspondence submitted to the Department. If you have any questions, please contact me at (609) 984-6888.

Sincerely,



Jaime Murray
Southern & Coastal Land Use Planning

Enclosures

c: Thomas Hedenberg, 530 Delsea Drive, LLC
Washington Township Clerk
Rick Westergaard, Planning Director, Gloucester County
Jaime Murray, NJDEP, DCLUP
Rick Brown, NJDEP, DCLUP
Division of Coastal and Land Use Planning - File

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF COASTAL AND LAND USE PLANNING

Proposed Amendment to the Tri-County Water Quality Management Plan

Public Notice

Take notice that the New Jersey Department of Environmental Protection (Department) is seeking public comment on a proposed amendment to the Tri-County Water Quality Management (WQM) Plan. This amendment proposal, submitted on behalf of Mr. Thomas Hedenberg, President, of 530 Delsea Drive, LLC, would expand the sewer service area (SSA) of the Gloucester County Utilities Authority Wastewater Treatment Facility (GCUA WTF) to include Block 48 Lots 2, 3, 4, 13 located in Washington Township, Gloucester County. The SSA expansion would include the proposed development of 94 townhouses and two single family homes, known as the Pinnacle Place development.

This proposal would amend the GCUA Wastewater Management Plan (WMP) adopted December 10, 2008 to include the Pinnacle Place development in the GCUA WTF SSA. This application has been reviewed in accordance with the Water Quality Management Planning rules that set the environmental standards to be applied to an amendment at N.J.A.C. 7:15-5.18, N.J.A.C. 7:15-5.24 and N.J.A.C. 7:15-5.25, as modified by P.L. 2011, c. 203 (amended by P.L. 2013, c. 188).

Pursuant to P.L. 2011, c. 203, as amended by P.L. 2013, c. 188, the Department, in consultation with the applicable wastewater management planning agency, may approve the inclusion of land within a SSA notwithstanding that existing treatment works may not currently have the assured capacity to treat wastewater from such land without infrastructure improvements or permit modification. Therefore, amendments to modify a SSA may be approved if such actions are compliant with the applicable sections of the Water Quality Management Planning rule (N.J.A.C. 7:15) regardless of whether capacity has been fully assessed, however, in accordance with N.J.A.C. 7:15-5.25(h)1, the projected wastewater flow of the project has been evaluated. The proposed wastewater flow, as calculated in accordance with N.J.A.C. 7:14A-23.3 is 28,800 gallons per day. Currently, GCUA WTF is permitted to discharge 27 million gallons per day (MGD) of treated wastewater to the Delaware River under NJDPES permit number NJ0024686. The average of the last twelve months of discharge monitoring data show that GCUA WTF has discharged an average daily flow of 19.273 MGD. The additional 0.029 MGD of wastewater will not cause the wastewater generation potential of the expanded SSA to exceed the permitted capacity of the GCUA WTF.

The GCUA WTF provides treatment for the northern portion of Gloucester County known as the Consolidated District. Along with Washington Township, the Consolidated District includes Clayton Borough, Deptford Township, Glassboro Borough, Mantua Township, National Park Borough, Paulsboro Borough, Pitman Borough, Wenonah Borough, West Deptford Township, Westville Borough, Woodbury City, Woodbury Heights Borough, and portions of East Greenwich, Elk, and Monroe Townships. As part

of the GCUA WMP, an environmental constraints/build-out analysis was performed for these Townships in order to identify future wastewater needs. Based on the analysis, Washington Township has a projected need to treat 0.987 MGD of additional residential wastewater flow, which is not yet connected to the GCUA WTF. The additional 0.029 MGD of planned residential wastewater flow generated from this project would be added to the current planning flow of 0.987 MGD, resulting in a new residential planning flow of 1.016 MGD for Washington Township. The GCUA WMP would be updated to reflect the proposed SSA expansion.

In accordance with N.J.A.C. 7:15-5.24 and 5.25, environmentally sensitive areas (ESAs) have been assessed to determine what areas of the project are appropriate for inclusion in the proposed SSA. ESAs evaluated include, but are not limited to: habitat for threatened and endangered species as identified on the Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, Natural Heritage Priority Sites, riparian zones, wetlands, steep slopes, Coastal Fringe, Coastal Rural and Coastal Environmentally Sensitive Planning Areas, beaches, coastal high hazard areas, and dunes.

Pursuant to N.J.A.C. 7:15-5.24, ESAs are defined as contiguous areas of 25 acres or larger consisting of habitat for threatened and endangered species as identified on the Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, Natural Heritage Priority Sites, Category One (C1) special water resource protection areas, and wetlands, alone or in combination. These ESAs are not included in the proposed SSA.

In accordance with N.J.A.C. 7:15-5.24(b)1, to determine areas designated as threatened or endangered species habitat, the Department utilized the Division of Fish and Wildlife's Landscape Project Maps of Habitat for Endangered, Threatened or Other Priority Species, version 3.1. Areas identified by the Landscape Project as being suitable habitat for threatened and endangered species Ranks 3 (State threatened), 4 (State endangered), and 5 (Federal endangered or threatened) are not to be included in proposed SSAs except as provided under N.J.A.C. 7:15-5.24(e) - (h), or unless a site has undergone a site specific Habitat Suitability Determination prepared in accordance with N.J.A.C. 7:15-5.26 that found the site to be not suitable habitat, or pursuant with N.J.A.C. 7:15-5.24(g)2, the Department determined the ESA is not critical to a population of endangered or threatened species the loss of which would decrease the likelihood of the survival or recovery of the identified species. Review of the project site has determined that no threatened or endangered species habitat exists on site.

In accordance with N.J.A.C. 7:15-5.24(b)2, areas mapped as Natural Heritage Priority Sites are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-5.24(e) - (h). Review of the project site has determined that no Natural Heritage Priority Sites exist on site.

In accordance with N.J.A.C. 7:15-5.25(h)5i, riparian zones shall be protected. Riparian zones or buffers are established along all surface waters, based on the surface water body's classification designated at N.J.A.C. 7:9B, under the following regulations: the Flood Hazard Area Control Act Rules, the Stormwater Management rules, and the Water Quality Management Planning rules. A Riparian zone has been identified adjacent to the project site, and the soils onsite are identified as acidic soils (lower member of the

Kirkwood Formation), therefore the required riparian buffer width for the Porch Branch is 150 feet from top of bank. The applied buffer does not encroach upon the proposed SSA, therefore the Riparian Corridor Analysis is satisfied.

In accordance with N.J.A.C. 7:15-5.24(b)4, areas mapped as wetlands pursuant to N.J.S.A. 13:9A-1 and 13:9B-25 are not to be included in proposed SSAs, except as provided under N.J.A.C. 7:15-5.24(e) – (h). In accordance with N.J.A.C. 7:15-5.24(e)2, Letter of Interpretation, L.O.I. # 0818-06-0003.1 was submitted, which indicates the presence of wetlands on Block 52, Lot 4.01, and requires a 50 foot buffer. All though the applicant originally included Block 52, Lot 4.01 in their proposed SSA, they have subsequently removed the proposed SSA from this lot, avoiding any wetlands on the site, thereby satisfying N.J.A.C. 7:15-5.24(b)4.

In accordance with N.J.A.C. 7:15-5.25(h)6, proposed development disturbance is not to be located in areas with steep slopes, defined as any slope greater than 20 percent. There are no steep slopes on the subject site.

In accordance with N.J.A.C. 7:15-5.24(e), lands within certain coastal planning areas (Coastal Fringe, Coastal Rural, and Coastal Environmentally Sensitive Planning Areas) are not included in the SSA. The project site is not in a coastal planning area.

Pursuant to N.J.A.C. 7:15-5.24(d)1, areas with Federal 201 grant limitations that prohibit the extension of sewers to serve development in specified areas such as wetlands and floodplains are excluded from proposed SSAs. There are no grant conditions for this site.

Pursuant to N.J.A.C. 7:15-5.24(d)2-4, special restricted areas such as beaches, coastal high hazard areas, and dunes are not to be included in the proposed SSA. This site does not contain these areas.

In accordance with N.J.A.C. 7:15-5.25(h)3 the water supply need for the proposed project has been evaluated. The proposed project would be served by the public water supply provided by Washington Township, which is currently permitted under PWSID 0818004 to allocate 273 million gallons per month (MGM) and has a water supply surplus of 30.825 MGM. The proposed water demand of the project is 0.020 MGD or 0.611 MGM, which, when added to the current demand, is within the water supply surplus; therefore sufficient water supply is available to serve the proposed development within the existing water allocation permit.

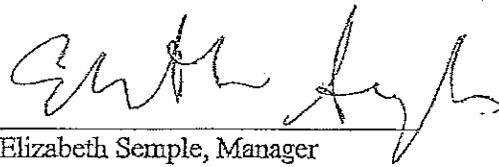
In accordance with N.J.A.C. 7:15-5.25(h)4, a project or activity's stormwater management is to be evaluated. However, P.L. 2011, c. 203 as amended by P.L. 2013, C. 188, directs there be a presumption that an engineered subdivision or site plan is not required. Compliance with this standard shall be demonstrated by submission of an adopted stormwater management plan and ordinance that conform with the requirements of N.J.A.C. 7:8. The project is in compliance with this standard, as Washington Township has adopted stormwater control ordinance #28-2006, which complies with the performance standards of the Stormwater Management Rules at N.J.A.C. 7:8. The county and local governments are responsible for review and implementation of the Stormwater Management rules during their review and approval of proposed development.

This proposed amendment represents only one part of the permit process and other issues may need to be addressed prior to final permit issuance. Additional issues which may need to be addressed may include, but are not limited to, the following: compliance with stormwater regulations; antidegradation; effluent limitations; water quality analysis; exact locations and designs of future treatment works (pump stations, interceptors, sewers, outfalls, wastewater treatment plants); and development in wetlands flood prone areas, designated Wild and Scenic River areas, or other environmentally sensitive areas which are subject to regulation under Federal or State statutes or rules.

This notice is being given to inform the public that a plan amendment has been proposed for the Tri-County WQM Plan. All information related to the WQM Plan and the proposed amendment is located at the Department, Division of Coastal and Land Use Planning, P.O. Box 420, Mail Code 401-07C, 401 East State Street, Trenton, N.J. 08625-0420. The Department's file is available for inspection between 8:30 a.m. and 4:00 p.m., Monday through Friday. An appointment to inspect the documents may be arranged by calling the Division of Coastal and Land Use Planning at (609) 984-6888.

Interested persons may submit written comments on the proposed amendment to WQM Program Docket, at the Department address cited above with a copy sent to Mr. John Witthohn, Project Engineer, Consulting Engineer Services, 645 Berlin-Cross Keys Road, Sicklerville, New Jersey 08081. All comments must be submitted within 30 days of the date of this public notice. All comments submitted prior to the close of the comment period shall be considered by the Department in reviewing the amendment request.

Interested persons may request in writing that the Department hold a non-adversarial public hearing on the amendment or extend the public comment period in this notice up to 30 additional days. These requests must state the nature of the issues to be raised at the proposed hearing or state the reasons why the proposed extension is necessary. These requests must be submitted within 30 days of the date of this notice to WQM Program Docket at the Department address cited above. If a public hearing for the amendment is held, the public comment period in this notice shall be extended to close 15 days after the public hearing.



Elizabeth Semple, Manager
Division of Coastal and Land Use Planning
Department of Environmental Protection

7/17/14

Date

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER QUALITY MANAGEMENT PLAN
AMENDMENT APPLICATION REPORT

FOR

PINNACLE PLACE

BLOCK 48, LOT 2, 3, 4, 13
BLOCK 52, LOT 4.01

TOWNSHIP OF WASHINGTON, GLOUCESTER COUNTY, NEW JERSEY

CES - 2520

April 2014

Prepared for:

530 DELSEA DRIVE, LLC
601 DELSEA DRIVE
SEWELL, NJ 08080

Prepared by:

CONSULTING ENGINEER SERVICES
Professional Engineers, Planners and Land Surveyors
645 Berlin Cross-Keys Road, Suite 1, Sicklerville, NJ 08081
(856) 228-2200 Fax (856) 232-2346



Numbering System follows the Checklist (Form B)

Contents

1. NJDEP WQMP Checklist for Administrative Completeness (Form E)
2. NJDEP WQMP Amendment & Revision Application (Form A)
3. NJDEP WQMP Site Specific Amendment & Revision Application (Form B)
- 3a. USGS Map
4. Project Description
5. Projected Wastewater Flow Calculations
6. Existing Overall Sewer Service Area
7. N/A
8. Notifications of Affected Governmental Agencies
9. Documentation that application was submitted to the Designated Planning Agency
10. Documentation that application was submitted to the Wastewater Management Plan Agency
11. N/A
12. N/A
13. Wetlands Letter of Interpretation File No. 0818-06-0003.1 (FWW 060001), dated October 13, 2006
14. Identification of Water Supply
15. Stormwater Management
16. N/A

Maps required for Site Specific Amendment & Revision Application Form (Form B)

- A. Tax Map
- B. Tax Map with Sewer Service Area
- C. Overall Sewer Service Area Amendment Map

**New Jersey Department of Environmental Protection
Water Quality Management Plan
Site Specific Amendment & Revision Application
Checklist for Administrative Completeness
Form E**

Below are the submission requirements for an administratively complete application for a Site Specific Water Quality Management Plan Amendment or Revision. Please read each section and check each area after you have fully completed or compiled the information for each applicable requirement.

Specify Type of Water Quality Management Plan Modification Being Requested

Amendment application

Type: Site Specific Amendment (pursuant to N.J.A.C. 7:15)

Site Specific Amendment (eligible with definition at P.L. 203, c. 203)

Sewer service area change for a project or activity having a wastewater planning flow of less than 20,000 gallons per day or less than 100 acres in size.

Where the WMP agency has submitted only that portion of a WMP designating sewer service area and the proposed development or activity is for installation of individual subsurface sewage disposal facilities having a wastewater planning flow of 8,000 gallons per day or greater and less than 20,000 gallons per day and meets the technical requirements for eligibility for a NJPDES Discharge to Ground Water permit

Revision application

Type: Revision (pursuant to N.J.A.C. 7:15-3.5)

Revision (eligible with section 8 of P.L. 203, c. 203)

Where the WMP agency has submitted only that portion of a WMP designating sewer service area and the proposed development or activity is for installation of individual subsurface sewage disposal facilities having a wastewater planning flow greater than 2,000 gallons per day and less than 8,000 gallons per day and meets the technical requirements for eligibility for a NJPDES Discharge to Ground Water permit

- 1. Completed copy of this Checklist
- 2. Completed Amendment & Revision Application Form – FORM A
- 3. Completed Site Specific Amendment & Revision Application Form – FORM B
A Pre-Application Meeting was held on _____ or was
 Not Requested.
- 3. An 8 1/5" x11" topographic map with project boundaries delineated
- 4. Project description
- 5. Projected wastewater flow calculated pursuant to applicable regulation:
 - N.J.A.C. 7:14A-23.3 (to be used to calculate the design flow for all DSW & DGW facilities which utilize advanced sewage treatment systems to treat sanitary sewage prior to discharge)

**New Jersey Department of Environmental Protection
Water Quality Management Plan
Site Specific Amendment & Revision Application
Checklist for Administrative Completeness
Form E**

- N.J.A.C. 7:9A-7.4 4 (to be used to calculate the design flow for all facilities which utilize individual subsurface sewage disposal systems to manage their sanitary sewage)
- 6. Folded hard copy site plan with title, scale, and north arrow, signed and sealed by a NJ licensed engineer, showing: (If submitting an application proposal pursuant to P.L. 2011, c.203, a hard copy land survey, with title, scale, and north arrow, signed and sealed by a NJ licensed land surveyor or landscape architect may be submitted in lieu of the site plan. If necessary, a site plan will be requested.)
 - project site boundaries
 - lot lines (block and lot numbers identified, acreage specified)
 - all existing and proposed structures (Application proposals submitted pursuant to P.L. 2011, c.203 need not include proposed structures)
 - all existing and proposed impervious surface (e.g. roads, parking) (Application proposals submitted pursuant to P.L. 2011, c.203 need not include proposed structures)
 - water features (streams, intermittent streams, ponds, etc.)
 - wetlands as approved by a valid Letter Of Interpretation (LOI) or as mapped under the Wetlands Act of 1970
 - wetlands buffer delineation as identified by a valid LOI
 - riparian buffers (300', 150', 50' in accordance with N.J.A.C. 7:15-5.25(g)2 of both on-site and off-site waterways)
 - flood prone areas as defined at N.J.A.C. 7:15-5.17(a)3
 - areas identified as habitat for threatened or endangered species (Rank 3, 4, or 5) on the most recent Landscape Project maps
 - Natural Heritage Priority Site areas
 - areas of steep slopes ($\geq 20\%$)
 - Coastal Fringe, Coastal Rural, and Coastal Environmentally Sensitive Planning Areas as defined on the CAFRA Planning Map
 - beaches, coastal high hazard areas and dunes as defined at N.J.A.C. 7:E-3.22, 3.18 and 3.116 respectively
 - Environmentally Sensitive Areas (ESAs) protected by Federal 201 grant limitations
- 7. Digital shapefile of proposed sewer service area compliant with N.J.A.C. 7:15-5.24 and 5.25(h). Digital map submittals must be consistent with the Department GIS Mapping and Digital Data Standards.
- 8. Evidence of notification and offer of consultation with affected governmental agencies as required under N.J.A.C. 7:15-5.22, including but not limited to:
 - Designated Planning Agency (DPA)
 - Wastewater Management Planning (WMP) Agency
 - Municipal Governing Bodies
 - Municipal Planning Boards
 - County Planning Boards
 - Sewerage Authorities/Municipal Authorities/Joint Meetings/PVSC

**New Jersey Department of Environmental Protection
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Checklist for Administrative Completeness
Form E**

- New Jersey Meadowlands/Delaware River Basin Commission
- Pinelands Commission/Highlands Council
- Water Purveyors
- 9. Documentation that application was submitted to all affected Designated Planning Agencies (DPA):
 - DPA with adopted procedures: Submit approval/recommendation of the DPA advisory entity (WRA, PAC, etc.). Note: This is not the final Board of Chosen Freeholders/County Executive decision but rather the preliminary recommendation/approval of the entity advisory to the Board of Chosen Freeholders/County Executive. (This is applicable to Atlantic, Cape May, Lower Raritan/Middlesex, Mercer, Monmouth, & Sussex WQM Planning Areas)
 - DPA without adopted procedures: Submit proof of submittal to DPA of proposed application. Submit any comments received. (This is applicable to Ocean and Tri-County WQM Planning Areas)
 - No DPA exists for the project area. (This is applicable to Lower Delaware, Northeast, Upper Delaware, and Upper Raritan WQM Planning Areas)
- 10. Documentation that application was submitted to all affected WMP Agencies. Submit any comments received from the WMP Agencies.
- 11. If applicable to the project site submit the following:
 - Pinelands Area: Pinelands Certificate of Filing, Public Development Approval or comments from the Pinelands Commission in response to a request seeking comments on the proposed application.
 - Highlands Region: Documentation demonstrating submittal to the Highlands Council seeking comments on the proposed application. Submit any comments received from the Highlands Council.
 - CAFRA Area: If project is proposing activity within areas of beach, coastal high hazard areas, or dunes, provide a CAFRA permit issued by the Department for a specific site and use approved under N.J.A.C. 7:7E.
- 12. If the project/activity is proposing to include ESAs that would otherwise be excluded under N.J.A.C. 7:15-5.24(b) from being a sewer service area, provide:
 - documentation that the proposed development/activity is designed to accommodate center based development and is an element of an endorsed plan approved by the State Planning Commission where it complies with N.J.A.C. 7:15-5.24(h)1 and 2
 - documentation that the ESA is included to allow infill (as defined at N.J.A.C. 7:15-1.5) development
 - documentation that the ESA is not critical to a population of endangered or threatened species
- 13. If any of the following ESAs are applicable to the project site submit:
 - Wetlands - Approved and currently valid LOI letter and map survey or valid Freshwater Wetlands Permit authorizing activity within the wetlands area
 - Landscape Project Rank 3, 4, or 5 habitat- Letter of determination from Division of Land Use Regulation regarding Habitat Suitability Determination (HSD) Application [see N.J.A.C. 7:15-5.26 for requirements of a HSD application]
 - Natural Heritage Priority Site - Letter and map from the Natural Heritage Program issued within the last six months of the date of application stating that the proposed sewer service

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Checklist for Administrative Completeness
Form E**

area does not adversely impact any rare plant species or ecological communities identified within the Natural Heritage Priority Site.

- Riparian Zone (as defined at N.J.A.C. 7:15-5.25(g) – Demonstration that the project/activity will not be in the riparian zone established at N.J.A.C. 7:15- 5.25(g)2. If any disturbance within the riparian zone is proposed, provide all applicable Department approvals allowing such disturbance.
- 201 Grant Conditions - Mapping revision or grant condition issued by the US EPA for a project or site otherwise subject to a 201 grant condition prohibiting extension of sewers into ESAs
- Steep Slopes ($\geq 20\%$) - Demonstration that new disturbance is not located in areas with a steep slope. If any disturbance is located within a steep slope area provide the following pursuant to N.J.A.C. 7:15-5.25(h)6:
 - demonstration that the disturbance is for redevelopment within the limits of existing impervious surfaces
 - demonstration that the new disturbance is necessary to protect public health, safety or welfare; to protect an environmental benefit; to prevent extraordinary hardship as per N.J.A.C. 7:15-5.25(h)6ii
- 14. Identification of water supply and assessment of existing water availability/capacity [see N.J.A.C. 7:15-5.25(h)3]
- 15. Submit Stormwater Management documentation [see N.J.A.C. 7:15-5.25(h)4]:
 - proof that the project/activity is exempt from N.J.A.C. 7:8
 - Site specific design documentation demonstrating compliance with N.J.A.C. 7:8 (If submitting an application proposal pursuant to P.L. 2011, c.203, which directs there shall be a presumption that an engineered subdivision or site plan is not required, this information need not be submitted as such a review cannot be completed in the absence of engineered site plans. The county and local governments are responsible for review and implementation of the Stormwater Management rules (N.J.A.C. 7:8).)
 - proof of municipal waiver or variance in accordance with N.J.A.C. 7:8 through a municipal mitigation plan
- 16. Submit documentation demonstrating compliance with the nitrate planning standard of 2 mg/L [see N.J.A.C. 7:15-5.25(h)2]. (If submitting a new or expanded DGW proposal application pursuant to P.L. 2011, C.203, this requirement does not apply.)
- 17. Four complete copies of the above information. Each item is to be separated with an attached colored cover sheet labeling the item.

This form should be submitted along with the Amendment & Revision Application Form – FORM A and the Site Specific Amendment & Revision Application Form – FORM B.

Additional information may be required upon technical review by the NJDEP.

SEND COMPLETED FORMS WITH REQUIRED ATTACHMENTS TO:

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND USE MANAGEMENT
DIVISION OF COASTAL & LAND USE PLANNING
401 E. STATE ST., PO BOX 420
MC-401-07C
TRENTON, NJ 08625-0420

New Jersey Department of Environmental Protection
Water Quality Management Plan
Amendment & Revision Application Form
Form A

For Office Use Only
Project Name
Project Identification Number
Activity Tracking Number

Type of Water Quality Management Plan Modification Proposal Requested

<input checked="" type="checkbox"/> Amendment application Type: <input type="checkbox"/> Wastewater Management Plan (only available to WMP agencies) <input type="checkbox"/> Future Wastewater Service Area Map (only available to WMP agencies) <input checked="" type="checkbox"/> Site Specific Amendment <input type="checkbox"/> Site Specific Amendment (eligible with definition at P.L. 2011, c.203)
<input type="checkbox"/> Revision application Type: <input type="checkbox"/> Revision (pursuant to N.J.A.C. 7:15-3.5) <input type="checkbox"/> Revision (eligible with section 8 of P.L. 2011, c.203)

PLEASE TYPE

1. WATER QUALITY MANAGEMENT PLAN INFORMATION:

- A. NAME OF THE AREAWIDE WATER QUALITY MANAGEMENT PLAN(S) [WQMP] TO BE AMENDED: Tri-County Water Quality Management Plan
- B. NAME OF THE WASTEWATER MANAGEMENT PLAN(S) [WMP] TO BE AMENDED (IF NO WMP EXISTS, WRITE NONE):
Gloucester County Utilities Authority WMP

2. NAME OF PROPOSAL, PROJECT OR DEVELOPMENT:

Pinnacle Place

3. LOCATION OF PROPOSAL, PROJECT OR DEVELOPMENT:

- A. MUNICIPALITY(IES):
Washington Township
- B. COUNTY(IES):
Gloucester
- C. BLOCK / LOT NUMBERS: Block 48, Lots 2, 3, 4, 13; Block 52, Lot 4.01
- D. STATE PLANE COORDINATES: X 320,932 Y 336,145
- E. LEGISLATIVE DISTRICT:
District 4
- F. CONGRESSIONAL DISTRICT:
1st Congressional District

4. PRIMARY CONTACT/APPLICANT'S AGENT/PREPARER OF AMENDMENT OR REVISION:

NAME/AGENT/ENGINEER:
John Withhohn, P.E.

TITLE:
Project Engineer

New Jersey Department of Environmental Protection
Water Quality Management Plan
Amendment & Revision Application Form
Form A

AGENCY/COMPANY:

Consulting Engineer Services

ADDRESS:

645 Berlin-Cross Keys Road Suite 1
Street Address Suite Number

Sicklerville NJ 08081

City State Zip
PHONE: (856) 228-2200 FAX: (856) 232-2346

E-MAIL ADDRESS:

jwitthohn@ces-1.com

5. APPLICANT/AGENCY/ENTITY REQUESTING AMENDMENT/REVISION:

NAME/AGENCY/COMPANY:

530 Delsea Drive, LLC

CONTACT PERSON (if different from above): Thomas Hedenberg

TITLE: President

AGENCY/COMPANY:

ADDRESS:

601 Delsea Drive Suite Number
Street Address Suite Number

Sewell NJ 08080

City State Zip
PHONE: (856) 582-1999 FAX: (856) 589-9547

E-MAIL ADDRESS:

thedenberg@comcast.net

6. PROPERTY OWNER:

NAME/AGENCY/COMPANY:

530 Delsea Drive, LLC

CONTACT PERSON (if different from above): Thomas Hedenberg

TITLE:
President

AGENCY/COMPANY:

ADDRESS:

601 Delsea Drive Suite Number
Street Address Suite Number

Sewell NJ 08080

City State Zip
PHONE: (856) 582-1999 FAX: (856) 589-9547

**New Jersey Department of Environmental Protection
Water Quality Management Plan
Amendment & Revision Application Form
Form A**

E-MAIL ADDRESS:
thedenberg@comcast.net

7. REGIONAL PLANNING CONSIDERATIONS:

A. ARE ANY PORTIONS OF THE PROPOSAL WITHIN THE HIGHLANDS PRESERVATION AREA?

Yes No

B. ARE ANY PORTIONS OF THE PROPOSAL WITHIN A MUNICIPALITY FULLY CONFORMING TO THE HIGHLANDS REGIONAL MASTER PLAN (BOTH PLANNING AND PRESERVATION AREAS)?

Yes No

C. ARE ANY PORTIONS OF THE PROPOSAL WITHIN NJ'S REGULATED COASTAL ZONE?

Yes No

IF YES, WHICH PLANNING AREA?

D. ARE ANY PORTIONS OF THE PROPOSAL WITHIN THE PINELANDS AREA OR PINELANDS NATIONAL RESERVE AREA OF JURISDICTION UNDER THE PINELANDS COMPREHENSIVE MANAGEMENT PLAN?

Yes No

IF YES, WHICH CATEGORY? _____

E. ARE ANY PORTIONS OF PROPOSAL LOCATED WITHIN THE JURISDICTION OF THE NEW JERSEY MEADOWLANDS COMMISSION?

Yes No

F. ARE ANY PORTIONS OF THE PROPOSAL WITHIN AN ENDORSED PLAN APPROVED BY THE STATE PLANNING COMMISSION?

Yes No

IF YES, WHICH ENDORSED PLAN? _____

G. IS THE PROPOSAL IN CONFORMANCE WITH ALL APPLICABLE LOCAL ORDINANCES?

Yes No

IF NO, EXPLAIN

H. IS THE PROPOSAL IN CONFORMANCE WITH THE MUNICIPAL MASTER PLAN(S)?

Yes No

IF NO, EXPLAIN

I. IS THE PROPOSAL IN CONFORMANCE WITH THE MUNICIPAL STORMWATER MANAGEMENT PLAN?

Yes No

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Amendment & Revision Application Form
Form A

IF NO, EXPLAIN _____

- J. IS THE PROPOSAL IN CONFORMANCE WITH THE REGIONAL STORMWATER MANAGEMENT PLAN?

Yes No

IF NO, EXPLAIN _____

- K. HAS A TOTAL MAXIMUM DAILY LOAD (TMDL) BEEN ESTABLISHED FOR ANY LAKES OR STREAMS WITHIN THE PROJECT AREA/PLANNING AREA OF THE PROPOSAL?

Yes No

IF YES, EXPLAIN _____

- L. IS THE PROPOSAL WITHIN THE SAME WATERSHED/HUC 14 AS A STREAM/LAKE THAT HAS AN ESTABLISHED TMDL?

Yes No

IF YES, EXPLAIN _____

8. WATER SUPPLY CONSIDERATIONS:

- A. IS YOUR PROJECT/ACTIVITY LOCATED IN A WATER SUPPLY PLANNING DEFICIT AREA AS IDENTIFIED IN THE CURRENTLY ADOPTED NEW JERSEY STATEWIDE WATER SUPPLY PLAN?

Yes No

CHECK THE APPROPRIATE BOX BELOW TO INDICATE WHETHER THE PROJECT/ACTIVITY IS LOCATED WITHIN AN AREA OF CRITICAL WATER SUPPLY CONCERN.

Critical Area 1 Critical Area 2 Not Applicable

- C. HAS AN ORDINANCE BEEN ADOPTED BY THE MUNICIPALITY/MUNICIPALITIES AFFECTED BY YOUR PROJECT/ACTIVITY THAT LIMITS OUTDOOR WATER USE (OTHER THAN DURING TIMES OF DROUGHT WARNING OR DROUGHT EMERGENCY)?

Yes No

IF YES, ATTACH A COPY OF THE ORDINANCE(S).

9. CERTIFICATION:

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS ACCURATE, TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____ DATE: April 8, 2014

TITLE: Project Engineer LIC. #: 47543

New Jersey Department of Environmental Protection
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Amendment & Revision Application Form
Form A

This form should be submitted along with the *Site Specific Amendment & Revision Application Form (FORM B)* or the *Wastewater Management Plan & Future Wastewater Service Area Map Application Form (FORM C)*, as applicable.

Please also refer to the appropriate *Checklist for Administrative Completeness* regarding additional information, analysis or assessments that are required for a complete application. Additional information may be required upon technical review by the NJDEP.

SEND COMPLETED FORMS WITH REQUIRED ATTACHMENTS TO:
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND USE MANAGEMENT
DIVISION OF COASTAL & LAND USE PLANNING
401 E. STATE ST., PO BOX 420
MC-401-07C
TRENTON, NJ 08625-0420

New Jersey Department of Environmental Protection
Water Quality Management Plan
Site Specific Amendment & Revision Application Form
Form B

For Office Use Only
Project Name: _____
Project Identification Number: _____
Activity Tracking Number: _____

1. NAME OF PROPOSAL, PROJECT OR DEVELOPMENT:

Pinnacle Place

2. LOCATION OF PROPOSAL, PROJECT OR DEVELOPMENT:

In addition, please note each municipality that is fully conforming (both Planning and Preservation Areas) to the Highlands Regional Master Plan or that is located within the Pinelands Area.

A. COUNTY: Gloucester COUNTY: _____

MUNICIPALITY: Washington Township MUNICIPALITY: _____

MUNICIPALITY: _____ MUNICIPALITY: _____

B. BLOCK/LOT NUMBERS: Block 48, Lots 2,3,4,13; Block 52, Lot 4.01

C. STATE PLANE COORDINATES: N 336,146; E 320,932

3. SIGNIFICANT ACTIONS (Check all that apply):

CHANGES TO SEWER SERVICE AREAS

Expansion

Reduction

Transfers of Sewer Service Areas from _____ to _____

Transfer of WMP Responsibility from _____ to _____

WASTEWATER TREATMENT FACILITIES (WTF)

New or Expanded Discharge to Surface Water

New or Expanded Discharge to Ground Water

Abandonment of Wastewater Treatment Facility

Change in Discharge Location (e.g. DSW to DGW or from tributary to main stem)

Increase in projected wastewater flow above that approved in the areawide WQMP

CAPACITY ANALYSIS

New or Modified Sewer Service Area Capacity Analysis

New or Modified Septic Area Capacity Analysis (Septic Density)

New or Modified Water Supply Capacity Analysis

OTHER _____

New Jersey Department of Environmental Protection
Water Quality Management Plan
Site Specific Amendment & Revision Application Form
Form B

4. DESCRIPTION OF AMENDMENT:

A. TYPE OF WASTEWATER DISPOSAL:

- Surface Water
 Ground Water

B. TOTAL PROJECTED WASTEWATER TO BE GENERATED BY THIS PROJECT/ACTIVITY PURSUANT TO APPLICABLE REGULATION:

- N.J.A.C. 7:14A-23.3 (to be used to calculate the design flow for all DSW & DGW facilities which utilize advanced sewage treatment systems to treat sanitary sewage prior to discharge)

24,900 (specify gpd or mgd)

- N.J.A.C. 7:9A-7.4 (to be used to calculate the design flow for all facilities which utilize individual subsurface sewage disposal systems to manage their sanitary sewage)

_____ (specify gpd or mgd)

C. NAME OF RECEIVING WTF: Gloucester County Utilities Authority

D. RECEIVING STREAM NAME AND CLASSIFICATION:

Delaware River

E. ACREAGE OF AMENDMENT/REVISION WASTEWATER SERVICE AREA CHANGE:

- Increase in sewer service area 8.34 Acres
 Decrease in sewer service area _____ Acres
 Transfer of acreage between two existing approved sewer service areas _____ Acres

F. ACREAGE OF AREA DISTURBED BY PROPOSAL: 7.0 Acres

5. MAPS AND DRAWINGS

A. PROVIDE PROJECT/ACTIVITY LOCATION DELINEATED ON A TAX MAP(S).

- Map showing project/activity location is attached
 Block and Lot Numbers are readable on map
 Acreage of lots is readable on map

B. PROVIDE USGS map with site delineated

C. PROVIDE MAPS SHOWING THE FOLLOWING:

- Folded hard copy land survey/site plan, as applicable, with the property and proposed sewer service area defined (sewer service area should be within the developable unconstrained portion of the site or as supported by additional information submittals in accordance with N.J.A.C. 7:15, see also Site Specific Amendment & Revision Application Checklist for Administrative Completeness FORM E for features to be delineated); identify location of proposed new or expanded wastewater treatment facility and discharge location.
- Digital shapefile of proposed sewer service area compliant with N.J.A.C. 7:15-5.24 and 5.25(h). Digital map submittals must be consistent with the Department GIS Mapping and Digital Data Standards.

**New Jersey Department of Environmental Protection
Water Quality Management Plan
Site Specific Amendment & Revision Application Form
Form B**

6. RIPARIAN CORRIDOR CONSIDERATIONS:

- A. What is/are the stream classification(s) of waterbodies on or adjacent to project/activity site?
FW2-NT
- B. Is the project or activity within 300 feet of Category One (C1) waters or any Highlands waterbodies? (This includes waters designated as Category One and all upstream tributaries within the same HUC 14)
 Yes No
- C. Is the project or activity within 150 feet of any Trout Production (FW2-TP) waters including all upstream waters (including tributaries)?
 Yes No
- D. Is the project or activity within 150 feet of any Trout Maintenance (FW2-TM) waters including all upstream waters (including tributaries) within one linear mile as measured along the length of the regulated water?
 Yes No
- E. Is the project or activity within 150 feet of any segment of water flowing through an area that contains documented habitat for a threatened or endangered species of plant or animal which is critically dependent on the surface water body for including all upstream waters (including tributaries) within one linear mile as measured along the length of the regulated water?
 Yes No
- F. Is the project or activity within 150 feet of any waters that run through an area that contains acid producing soils?
 Yes No
- G. Is the project or activity within 50 feet of any waters not addressed above?
 Yes No

7. THREATENED AND ENDANGERED SPECIES HABITAT CONSIDERATIONS:

- A. Is there endangered or threatened species habitat as identified by the most current Landscape Project (Rank 3, 4, or 5) within the proposed project site or within the planning area?
 Yes No

If yes, please describe the rank and species as per the Landscape Project.

Specify Landscape Version used: _____

- B. Are there areas mapped as Natural Heritage Priority Sites within the proposed project site of within the planning area?
 Yes No

If yes, please provide a copy of the description. Provide a letter and map from the Natural Heritage Program issued within the last six months of the date of application stating that the proposed sewer service area does not adversely impact any rare plant species or ecological communities identified within the Natural Heritage Priority Site.

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Water Quality Management Plan
Site Specific Amendment & Revision Application Form
Form B**

8. IS THE PROPOSAL REQUIRED AS PART OF AN ADMINISTRATIVE ORDER, COURT ORDER, NJDEP ADMINISTRATIVE CONSENT ORDER (ACO), OR A JUDICIAL CONSENT ORDER TO WHICH THE NJDEP IS A PARTY, FROM A STATE OR FEDERAL COURT?

- Yes No
 If yes, copy attached

9. IS THE PROPOSAL REQUIRED TO RECEIVE REVIEW BY ANY OF THE FOLLOWING ACTS?

A. Is the proposal required to receive review by the Flood Hazard Area Control Act, N.J.S.A. 58:16a-50, et seq.?

- Yes No
If yes, what is the area of impervious surface? _____ Acres
What is the area of disturbance? _____ Acres

B. Is the proposal required to receive review by the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq.?

- Yes No
If yes, is there an outfall structure within the wetlands?
 Yes No
a. If yes, what is the area of impervious surface within the onsite drainage area to the structure?
_____ Acres

b. If yes, what is the area of disturbance within the onsite drainage area to the structure?
_____ Acres

c. If no, what is the area of impervious surface within freshwater wetlands, transition areas and open waters?
_____ Acres

d. What is the area of disturbance within freshwater wetlands, transition areas and open waters?
_____ Acres

C. Is the proposal required to receive review by the Wetlands Act of 1970, N.J.S.A. 13:9A-1 et seq.?

- Yes No
If yes, is there an outfall structure within the wetlands?
 Yes No
a. If yes, what is the area of impervious surface within the onsite drainage area to the structure?
_____ Acres

b. If yes, what is the area of disturbance within the onsite drainage area to the structure?
_____ Acres

New Jersey Department of Environmental Protection
Water Quality Management Plan
Site Specific Amendment & Revision Application Form
Form B

c. If no, what is the area of impervious surface within freshwater wetlands, transition areas and open waters?
_____ Acres

d. What is the area of disturbance within freshwater wetlands, transition areas and open waters?
_____ Acres

D. Is the proposal required to receive review by the Coastal Area Facility Review Act (CAFRA), N.J.S.A. 13:19-1 et seq.?

Yes No

If yes, what is the area of impervious surface? _____ Acres

What is the area of disturbance? _____ Acres

E. Is the proposal required to receive review by the Waterfront and Harbor Facilities Act, N.J.S.A.12:5-3?

Yes No

If yes, what is the area of impervious surface? _____ Acres

What is the area of disturbance? _____ Acres

10. WATER SUPPLY CONSIDERATIONS

A. IDENTIFY WATER SUPPLY:

Public Water System (If yes, check one): Existing Proposed

Non-Public Water Systems (Individual Wells)

Number of wells from a confined aquifer _____

Specify Aquifer: _____

Number of wells from an unconfined aquifer _____

Specify Aquifer: _____

B. IF YOU CHECKED PUBLIC WATER SYSTEM, COMPLETE THE FOLLOWING.

NAME OF PURVEYOR: Washington Township MUA

CHECK APPROPRIATE BOX TO INDICATE TYPE OF WATER SOURCE:

Reservoir Surface Water Intake Confined aquifer

Aquifer diversion with a passing flow requirement

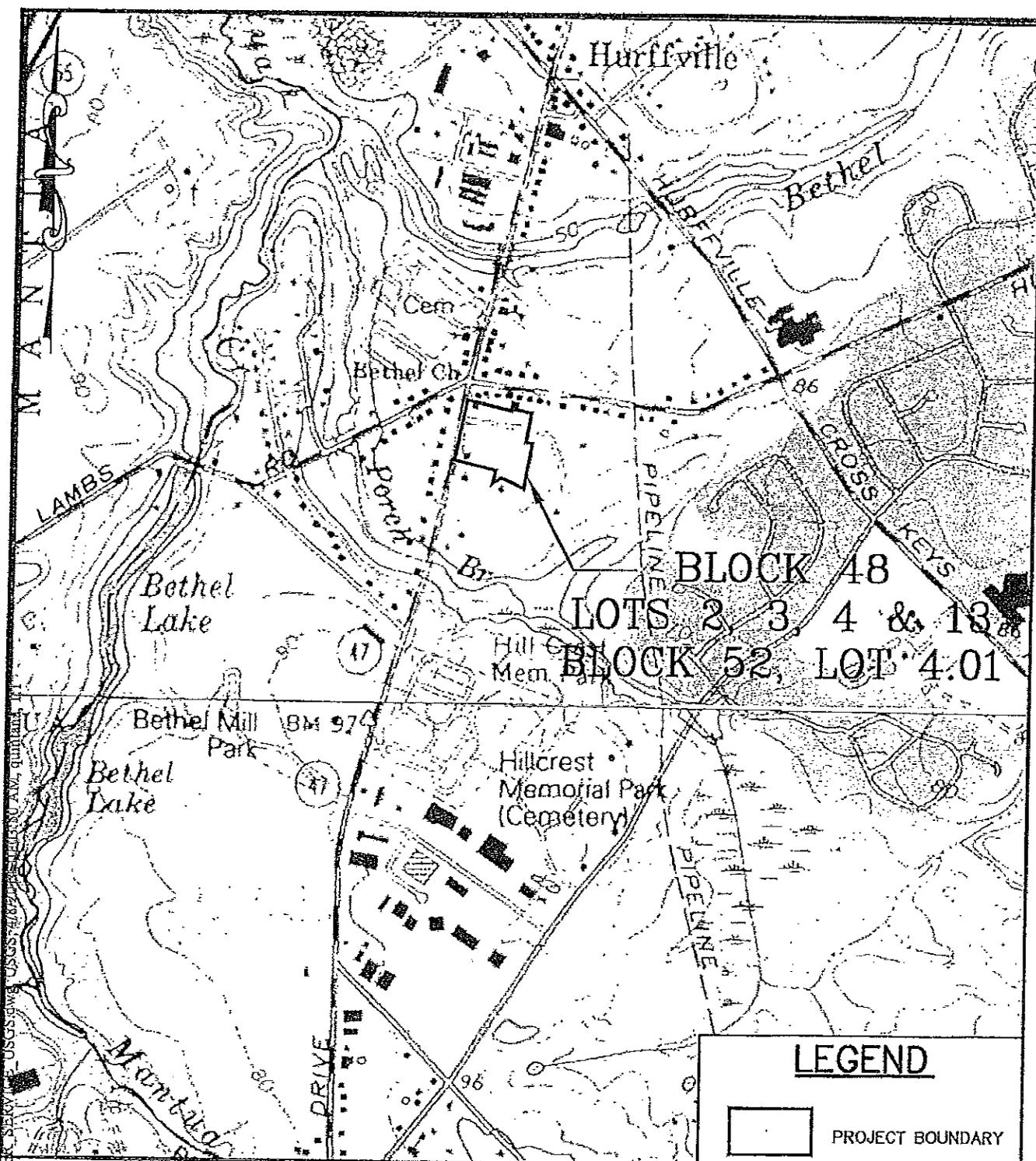
Aquifer diversion without a passing flow requirement

NAME OF SOURCE WATERBODY OR AQUIFER:

Kirkwood-Cohansey

LOCATION OF DIVERSION (Municipality and street, if applicable):

WATER ALLOCATION PERMIT OR WATER USE REGISTRATION NUMBER ASSOCIATED WITH DIVERSION: _____



LEGEND

PROJECT BOUNDARY

PROJECT USGS QUAD
TRI-COUNTY WATER QUALITY MANAGEMENT PLAN
 PINNACLE PLACE (BLOCK 48, LOTS 2, 3, 4, 13 & BLOCK 52, LOT 4.01)
 WASHINGTON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY



PREPARED BY
CONSULTING ENGINEER SERVICES
 PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS
 845 BERLIN-CROSS KEYS ROAD, SUITE 1, SICKLERVILLE, NJ 08001
 TELEPHONE (856) 228-2200 - FAX (856) 232-2348 - EMAIL design@ces-1.com
 N.J. CERTIFICATE OF AUTHORIZATION No. 24CA27957700

DESIGN	DATE	ACTION	CHK'D

THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN, UNLESS THIS PLAN HAS THE RAISED SEAL OF THE LICENSED PROFESSIONAL RESPONSIBLE FOR THE PLAN. IT SHALL NOT BE CONSIDERED AN AUTHORIZED SIGNATURE, ANY PERSE WITHOUT WRITTEN AUTHORIZATION OR ADAPTATION BY CES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CES.

DATE: APRIL 2014 SCALE: 1"=1000' CES NO: 2520 SHT NO: 1 OF 1

FILE NO: 2520_SERV_SERVICE_USGS



4. Overall Project Description

The Pinnacle Place project is a proposed residential development consisting of ninety-four (94) townhouses and two (2) single family homes located on Block 48, Lots 2, 3, 4, and 13, and Block 52, Lot 4.01 on the official Tax Map of the Township of Washington, Gloucester County, New Jersey. The proposed development is located on the east side of Delsea Drive, to the southeast of the intersection with Hurffville-Grenloch Road/Lambs Road. The overall development encompasses approximately 18 ± acres and is located within the Township's PRC Planned Retirement Community District with TND Traditional Neighborhood Option Overlay as depicted on the Official Zoning Map. Development of the project will include internal roadways, landscaping and other associated amenities. The location of the overall Pinnacle Place project depicted on USGS Quad Map and Tax Map are included in the Appendix section.

Project "Site" pertinent to WQMP Amendment Application

Based on the Tri-County Water Quality Management Plan (WQMP), an 8.34 acre portion of the existing Pinnacle Place project area is not included in the sewer service area and therefore an amendment to the WQMP is required in order to proceed with our water and sewer permit approvals. The 8.34 acre area to be added by Amendment, which is located in portions of existing Block 48, Lots 2, 3, 4, 13, and Block 52, Lot 4.01, (and hereinafter referred to as the "Site") will serve 83 townhouse units (3-bedroom). An Existing Conditions Plan showing existing lot boundaries, topography, existing structures and Site features, overlaid with the existing sewer service area map, is included in the Appendix.

Sanitary Sewer Improvement Description

The proposed sanitary sewer extension and connection to the Gloucester County Utilities Authority (GCUA) interceptor is intended to serve 83 three-bedroom townhouse units. The proposed sanitary sewer facilities will include gravity collection sewers. The gravity collection system will convey flow to the existing GCUA manhole located to the south of the project site, proximal to the Porch Branch stream corridor, in the Township of Washington.

The Washington Township MUA and the GCUA had previously endorsed a NJDEP Treatment Works Approval Permit Application for the project site in 2007, when the project consisted of single family homes a 50,000 sq. ft commercial building, and a 118 unit congregate care facility, with a total projected Average Daily Flow of 22,660 GPD. Therefore, it appears that there will be no adverse impact on the existing sewerage system.

The following TWA permit has been issued to date:

1. Treatment Works Approval 08-0029, dated 03/27/2008, relating to Pinnacle Place, to serve 7 existing and 5 proposed home single family homes, one future commercial place (50,000 sq. ft.), and one future congregate care facility (100 studio or 1BR units & 18, 2BR units), in Block 48, Lots 2, 3, 4, and 13, and Block 52, Lot 4.01.



5. Wastewater Flow Summary

N.J.A.C. 7:15-5.25(h)1

As stated above, the overall project site had previously received sewer permits from the Department in March 2008 for a different layout with an ADF of 0.0227 MGD. Based on the redesign of Pinnacle Place, the proposed wastewater flows requiring an amendment to the WQMP are tabulated below:

Proposed Wastewater Flow Block 48, Lots 2, 3, 4, & 13

Type	Method	Number of Units	Gallons per Day per Unit (GPD/Unit)	Project Average Daily Flow (ADF) (GPD)
Residential Townhouse, 3-bed	Unit	83	300	24,900
<i>Total Proposed</i>			-	<i>24,900</i>



consulting engineer services
Engineers, Planners, and Land Surveyors

Henry J. Haley, PE, PP, CME
President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Margaret Kulk, PLS
Vice President

April 8, 2014

NJ Department of Environmental Protection
Land Use Management
Division of Coastal & Land Use Planning
401 East State Street
PO Box 420
Mail Code 401-07C
Trenton, NJ 08625-0420

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Maria Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
Rosie Wolk, PE, CME, Associate

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Witthohn, PE, CME
Paul A. Witthohn, PE

RE: Water Quality Management Plan
Site Specific Amendment
Pinnacle Place
Washington Township, Gloucester County, NJ

Gentlemen:

Enclosed please find four (4) copies of a Site Specific Amendment Application Report containing all information required in support of the above referenced application.

If you have any questions or require additional information, please contact this office at your convenience.

Very truly yours,

Rosie Wolk, PE
Associate

dh
Enc.

cc: Delaware Valley Regional Planning Commission, w/enc.
Gloucester County Utilities Authority, w/enc.
T. Hedenberg

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

NJ Certificate of Authorization #24GA27957700

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President

Norman K. Rodgers, III, PE, PLS, CME
Vice President

Margaret Kulik, PLS
Vice President

April 8, 2014

CERTIFIED MAIL RRR

Washington Township MUA
152 Whitman Drive
Turnersville, NJ 08012

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
Rosie Wolk, PE, CME, Associate

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Withohn, PE, CME
Paul A. Withohn, PE

RE: Site Specific Amendment to the Tri-County Water Quality Management Plan
Pinnacle Place
Township of Washington, Gloucester County, NJ

Gentlemen:

This letter is to provide you with Legal Notification that 530 Delsea Drive, LLC is applying to the New Jersey Department of Environmental Protection (NJDEP) for a Site Specific Amendment to the Tri-County Water Quality Management Plan.

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If you have any further questions regarding this application or would like to discuss the application in further detail, please do not hesitate to contact our office at (856) 228-2200. Thank you.

Very truly yours,

Rosie Wolk, PE
Associate

dh

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Street or PO	152 Whitman Drive
City	Turnersville, NJ 08012

PS Form 3800, August 2006

645 Berfin-Cross Keys Road, Suit
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
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Vice President

Margaret Kulik, PLS
Vice President

April 8, 2014

CERTIFIED MAIL RRR

Gloucester County Planning Board
1200 N. Delsea Drive
Clayton, NJ 08312

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
Rosie Wolk, PE, CME, Associate

Michael R. Brown, PE, CME
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Sent To Gloucester County Planning Board
Street, Apt or PO Box 1200 N. Delsea Drive
City, State Clayton, NJ 08312

PS Form 3800, August 2009 See Reverse for Instructions

645 Berlin-Cross Keys Road, Suite 1, Clayton, NJ 08312
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

NJ Certificate of Authorization #24GA27957700
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Margaret Kulik, PLS
Vice President

April 8, 2014

CERTIFIED MAIL RRR

Washington Township Planning Board
523 Egg Harbor Road
Sewell, NJ 08080

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
Rosie Wolk, PE, CME, Associate

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Street, ² or PO B	Planning Board
City, Sta	523 Egg Harbor Road
	Sewell, NJ 08080

PS Form 3800, June 2011

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645 Berlin-Cross Keys Road, Suite 200
856-228-2200 Fax 856-232-2346 design

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Engineers, Planners, and Land Surveyors

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Vice President

April 8, 2014

CERTIFIED MAIL RRR

Washington Township Clerk
523 Egg Harbor Road
Sewell, NJ 08080

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Date

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Street or PO 523 Egg Harbor Road
City Sewell, NJ 08080

7010 0290 0000 5730 9437

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

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President

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Vice President

Margaret Kulik, PLS
Vice President

April 8, 2014

CERTIFIED MAIL RRR

Gloucester County Utilities Authority
2 Paradise Road
West Deptford, NJ 08066

Steven M. Shriver
VP Business Development
Tony Lecane, Senior Associate
Marie Baaden, PE, Associate
Jay F. Sims, PE, PP, CME, Associate
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2 Paradise Road
West Deptford, NJ 08066

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856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com

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13. Environmental Standards

Wetlands- A Letter of Interpretation issued by the NJDEP pursuant to N.J.A.C. 7:7A is included herein.

Wetlands LOI 0818-06-0003.1 FWW 060001, dated October 13, 2006, Block 48, Lot 2, 3, 4, 13;
Block 52, Lot 4.01

Riparian Zone Protection- N.J.A.C. 7:15-5.25(h)5

There is no riparian zone present on the proposed Site.

Threatened or Endangered Species Habitat Analysis - N.J.A.C. 7:15-5.26

There are no Threatened or Endangered Species Habitat on Site.



State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Use Regulation
P.O. Box 439, Trenton, NJ 08625-0439
Fax # (609) 292-8115
Fax # (609) 777-3656
www.state.nj.us/landuse

JON S. CORZINE
Governor

LISA P. JACKSON
Commissioner

Michael C. Dupras
Consulting Engineer Services
150 Delsea Drive, Suite 1
Sewell, NJ 08080

OCT 13 2006

RE: Letter of Interpretation -- Presence/Absence
File No.: 0818-06-0003.1 (FWW 060001)
Applicant: Thomas Hedenberg
Blocks: 48; Lots: 2, 3, 4, 13
52; 4.01
Washington Township, Gloucester County

Dear Mr. Dupras:

This letter is in response to your request for a Letter of Interpretation to verify the jurisdictional boundary of the freshwater wetlands and waters on the referenced property.

In accordance with agreements between the State of New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers Philadelphia and New York Districts, and the U.S. Environmental Protection Agency, the NJDEP, Division of Land Use Regulation is the lead agency for establishing the extent of State and Federally regulated wetlands and waters. The USEPA and/or USACOE retains the right to reevaluate and modify the jurisdictional determination at any time should the information prove to be incomplete or inaccurate.

Based upon the information submitted, and upon a site inspection conducted on June 16, 2006, the Division of Land Use Regulation has determined that freshwater wetlands and transition areas are present on parts of the property. These regulated areas were generally noted to occur within the southern portions of the referenced property.

Any activities regulated under the Freshwater Wetlands Protection Act proposed within the wetlands or transition areas or the deposition of any fill material into any water area, will require a permit from this office unless exempted under the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 *et seq.*, and implementing rules, N.J.A.C. 7:7A. If work is proposed on the property, then you are encouraged to have the wetlands and/or water areas delineated by a qualified consultant.

Pursuant to the Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A-1 *et seq.*), you are entitled to rely upon this jurisdictional determination for a period of five years from the date of this letter.

The Department has determined that wetlands found within and adjacent to the subject property are the following:

- INTERMEDIATE resource value and have standard transition area or buffer required adjacent to these wetlands is 50 feet.

This classification may affect the requirements for an Individual Wetlands Permit (see N.J.A.C. 7:7A-7), the types of Statewide General Permits available for the wetlands portion of this property (see N.J.A.C. 7:7A-5) and the modification available through a transition area waiver (see N.J.A.C. 7:7A-6). Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing rules for additional information.

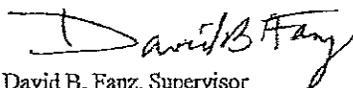
It should be noted that this determination of wetlands classification is based on the best information presently available to the Department. The classification is subject to change if this information is no longer accurate, or as additional information is made available to the Department, including, but not limited to, information supplied by the applicant. Under NJSA 13:9B-7a(2), if the Department has classified a wetland as exceptional resource value, based on a finding that the wetland is documented habitat for threatened and endangered species that remains suitable for use for breeding, resting or feeding by such species, an applicant may request a change in this classification. Such requests for a classification change must demonstrate that the habitat is no longer suitable for the documented species because there has been a change in the suitability of this habitat. Requests for resource value classification changes and associated documentation should be submitted to the Division Land Use Regulation, P.O. Box 439, Trenton, New Jersey 08625.

This letter in no way legalizes any fill which may have been placed, or other regulated activities which may have occurred on-site. Also this determination does not affect your responsibility to obtain any local, State, or Federal permits which may be required.

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days of the decision date by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist.

Please contact Brett N. Kosowski of our staff at (609) 292-1235 should you have any questions regarding this letter. Be sure to indicate the Division's file number in all communication.

Sincerely,



David B. Fanz, Supervisor
Bureau of Coastal Regulation

c: Municipal Clerk
Municipal Construction Official



14. Water Supply Need Summary

N.J.A.C. 7:15-5.25(h)3

The overall Pinnacle Place project site had previously received Form A approval by the Washington Township MUA and was under Form B review when the project was put on hold in 2008. Since then, the project has been redesigned for 3-bedroom townhouses. The estimated residential water demand in the portion of the project which requires an amendment to the WQMP is tabulated below:

Estimated residential demand (N.J.A.C. 5:21-5.1)

Type/ Size of Housing Unit	Water demand per unit (gpd)	Number of Units	Demand (gpd)
3-Bedroom Townhouse	210	83	17,430
<i>Total Residential Demand</i>			<i>17,430</i>

Total estimated average daily demand = *0.0174 MGD*

Based on the NJDEP Division of Water Supply & Geoscience website for public water system deficit/surplus, the Washington Township MUA has a Water Supply Firm Capacity of 12.924 MGD. The MUA has a Daily Demand of 7.922 MGD, and a Water Supply Firm Capacity Surplus of 5.002 MGD. Therefore, there should be adequate capacity to serve the demands of the Pinnacle Place project. A copy of the NJDEP Data Sheet is included.

Public Water System Deficit/Surplus

WASHINGTON TOWNSHIP

PWSID: 0818004
 County: Gloucester

Last Updated: 11/20/2013

► [Glossary of Terms Listed Below](#)

Water Supply Firm Capacity: 12.924 MGD

Available Water Supply Limits

	Allocation	Contract	Total
Monthly Limit	273.010 MGM	N/A MGM	273.010 MGM
Yearly Limit	2183.579 MGY	N/A MGY	2183.579 MGY

Water Demand

	Current Peak	Date	Committed Peak	Total Peak
Daily Demand	7.702 MGD	07/2012	0.220 MGD	7.922 MGD
Monthly Demand	238.775 MGM	07/2012	3.410 MGM	242.185 MGM
Yearly Demand	1714.126 MGY	2012	26.767 MGY	1740.893 MGY

Water Supply Deficit or Surplus

Firm Capacity	Water Allocation Permit
5.002 MGD	30.825 MGM
	442.686 MGY

Note: Negative values (a deficit) indicate a shortfall in firm capacity and/or diversion privileges or available supplies through bulk purchase agreements.

Bureau of Water System and Engineering Comments:
 Updated with WCP130002

Bureau of Water Allocation and Well Permitting Comments:
 no comments provided

For more information concerning water supply deficit and surplus, please refer to:

- [Firm Capacity and Water Allocation Analysis \(Pdf Format\)](#)
- [Currently Effective Water Allocation Permits by County](#)
 This report displays all effective water allocation permits issued by the department.
- [Pending Water Allocation and Dewatering Applications](#)
 All pending water allocation permits.
- [Water Allocation Permits Made Effective within a Selected Timeframe](#)
 This report displays water allocation permits based on a specified date range.

Questions regarding demands and firm capacity please contact the Bureau of Water System and Engineering at 609-292-2957 or for questions concerning water allocation and status please contact the Bureau of Water Allocation and Well Permitting at 609-984-6831.

Questions may also be sent to the [Division of Water Supply and Geoscience](#)

[back to search results](#)

Glossary of Terms

Allocation Limit: The maximum allowed by a valid Water Allocation Permit or Water Use Registration issued by the Bureau of Water Allocation and Well Permitting. This may be surface or ground water, and may be expressed in MGD, MGM, MGY or some combination thereof. Withdrawals may also be limited by other factors and have seasonal or other restrictions such as passing flow requirements.

Committed Peak Demand: The demand associated with projects that have been approved for ultimate connection to the system, but are not yet constructed as indicated through the submission of construction certifications or certificates of occupancy. This is calculated by totaling the demand as included in Water Main Extension (WME) permits and the demand associated with projects not requiring a WME permit. This field may also include bulk sale contractual obligations. For various review purposes this quantity may be represented as MGD, MGM and/or MGY.

Contract Limit: Purchased water, where regulated by an approved service contract, will be included in the overall allocation quantity where appropriate. Contracts may exist with minimum, maximum, seasonal or other restrictions. In some instances, the value is an estimate, not an exact limit.

Current Peak Demand: This is the average day of the highest recorded demand month occurring within the last five (5) years. (For the purpose of this table, the calculation for current peak demand was based on 31 days. Systems will be reviewed on an individual basis.) This includes water from a system's own sources and all other sources of water (i.e. purchased water). This field may also include bulk sale contractual obligations.

Firm Capacity: Adequate pumping equipment and/or treatment capacity (excluding coagulation, flocculation and sedimentation) to meet peak daily demand, when the largest pumping unit or treatment unit is out of service. The value is represented in MGD.

Firm Capacity Deficit or Surplus = (Firm Capacity - Total Peak Daily Demand): The difference between the Firm Capacity and the sum of the peak daily demand and committed daily demand. This is a measure of the physical ability to provide treated water at adequate pressure when the largest pumping unit or treatment unit is out of service. Negative values indicate a shortfall in Firm Capacity.

Total Peak Water Demand: The sum of the public water system's current peak demand and committed peak demand. The value is represented in MGD, MGM, and MGY.

Total Available Water Supply: The sum of the Allocation Limit and Contract Limit. This value is represented in MGM and MGY.

Water Supply Deficit or Surplus = (Total Water Allocation Permit Limit- Total Peak Demand): The monthly and/or annual limitations of an Allocation Permit or Water Use Registration minus the sum of the monthly and/or annual demands recorded based on the water use records plus the monthly and/or annual demand projected for approved but not yet constructed projects. Negative values indicate a shortfall in diversion privileges or available supplies through bulk purchase agreements.

[back to top](#)

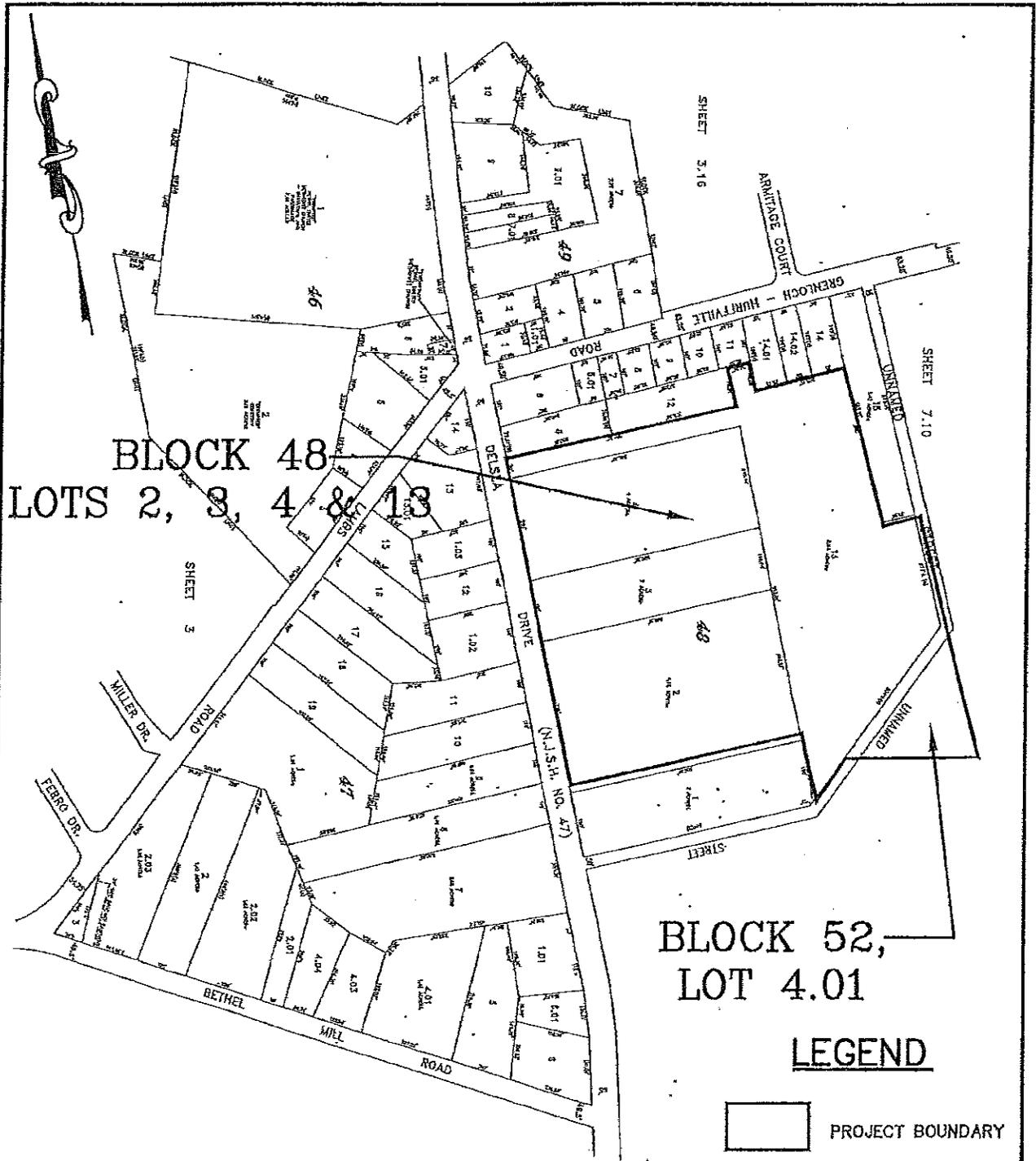


15. Stormwater Design

N.J.A.C. 7:15-5.25(h)4ii

The Pinnacle Place project has previously received approval for a different layout. The proposed re-design includes internal streets with Townhouses. The onsite stormwater management system has been designed in accordance with NJAC 7:8 and the NJ BMP Manual.

ATTACHMENT A



PROJECT TAX MAP
TRI-COUNTY WATER QUALITY MANAGEMENT PLAN
PINNACLE PLACE (BLOCK 48, LOTS 2, 3, 4, 13 & BLOCK 52, LOT 4.01)
WASHINGTON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

DRWN	DATE	ACTION	CHKD

THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN, UNLESS THIS PLAN HAS THE PLANNED SEAL OF THE LICENSED PROFESSIONAL RESPONSIBLE FOR THE PLAN. IT SHALL NOT BE CONSIDERED AN AMENDED DOCUMENT. ANY REUSE WITHOUT WRITTEN APPROVAL OR ADAPTATION BY CES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CES.

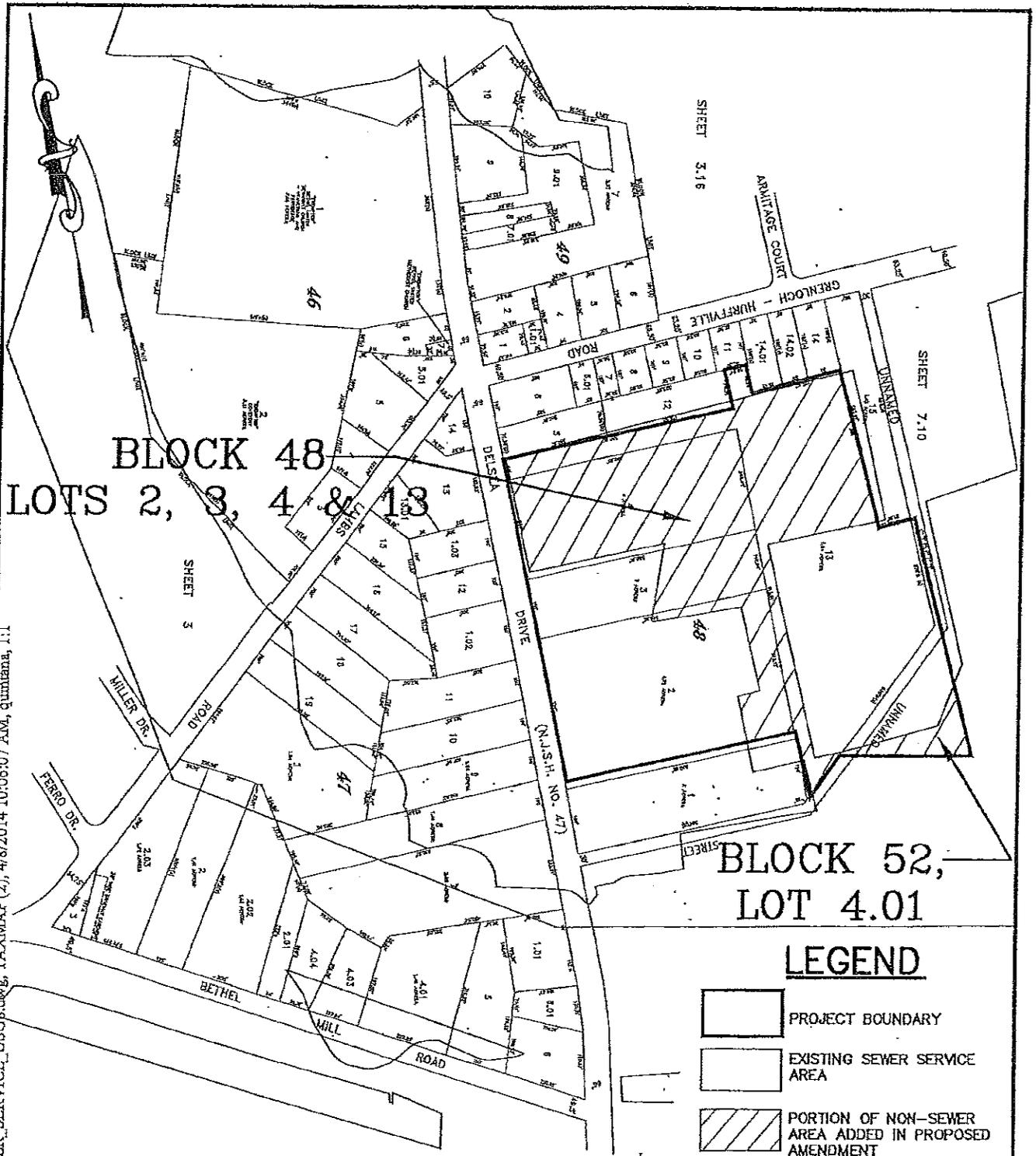


PREPARED BY
CONSULTING ENGINEER SERVICES
 PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS
 645 BERLIN-CROSS KEYS ROAD, SUITE 1, SICKLERVILLE, NJ 08081
 TELEPHONE (856) 228-2200 - FAX (856) 232-2316 - EMAIL design@ces-1.com
 N.J. CERTIFICATE OF AUTHORIZATION No. 24GA27957700

DATE: APRIL 2014 SCALE: HTS CES NO: 2620 SHEET NO: 1 OF 1

FILE NO: 2020_SEWER_SERVICE_US05

ATTACHMENT B



C:\GIS\2520\NGV\2520_SEWER_SERVICE_USGS.dwg, TAXMAP (2), 4/8/2014 10:06:07 AM, quinnana, 11

PROJECT TAX MAP & SEWER SERVICE AREAS
TRI-COUNTY WATER QUALITY MANAGEMENT PLAN
PINNACLE PLACE (BLOCK 48, LOTS 2, 3, 4, 13 & BLOCK 52, LOT 4.01)
WASHINGTON TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

DRWN	DATE	ACTION	CHK'D



PREPARED BY
CONSULTING ENGINEER SERVICES
 PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS
 645 BERLIN-CROSS KEYS ROAD, SUITE 1, SICKLERVALE, NJ 08081
 TELEPHONE (856) 228-2200 - FAX (856) 232-2346 - EMAIL design@ces-1.com
 N.J. CERTIFICATE OF AUTHORIZATION No. 246A27957700

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DATE: APRIL 2014 SCALE: NTS CES NO: 2520 SHY NO: 1 OF 1

FILE NO 2520_SEWER_SERVICE_USGS

C-9

**RESOLUTION GRANTING A UTILITY EASEMENT TO ATLANTIC CITY
ELECTRIC ACROSS A PART OF BLOCK 193, LOT 6.06 ALONG EGG HARBOR
ROAD IN THE TOWNSHIP OF WASHINGTON FOR THE RELOCATION AND
MAINTENANCE OF TWO UTILITY POLES**

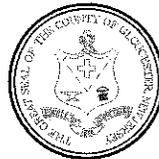
WHEREAS, Atlantic City Electric is working with the County of Gloucester on the County's road widening project for Egg Harbor Road in the Township of Washington and needs to relocate and/or replace existing poles known as PN36745 and PN36895 onto County property pursuant to Drawing No. 5616769 prepared on March 17, 2014; and

WHEREAS, this Easement will allow Atlantic City Electric to relocate the poles and have continued access for equipment and supplies, repairs and general maintenance which includes trimming and removing trees and underbrush; and

WHEREAS, the County has determined that reasonable consideration under these circumstances for the said Utility Easement is \$1.00.

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 to attest to the Utility Easement Agreement granting Atlantic City Electric access on and across a part of the County property in Block 193, Lot 6.06, along Egg Harbor Road in the Township of Washington for relocating and maintaining two poles due to the County's road widening project as set forth in the Agreement, and to accept consideration for the Easement in the amount of One DOLLAR AND ZERO CENTS (\$1.00).

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C9

Block 193, Lot 6.06

Prepared By Atlantic City Electric Company
& Return to: Right of Way Department
5100 Harding Highway
Mays Landing, NJ 08330

UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day _____, 20____, between County of Gloucester "Grantor" and ATLANTIC CITY ELECTRIC COMPANY, a New Jersey Corporation with an office at 5100 Harding Highway, Mays Landing, New Jersey 08330 and VERIZON NEW JERSEY, INC., a New Jersey Corporation with an office located at 540 Broad Street, Newark, New Jersey 07101, hereinafter referred to as "Grantees."

WITNESSETH:

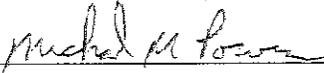
WHEREAS, Grantor is the owner of land located in the State of New Jersey, the County of Gloucester, which land abuts Egg Harbor Road, Washington Township.

For and in consideration of the payment by Grantees of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantees a perpetual easement and right of way and agrees as follows:

1. Grantees shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATIONS, and other appropriate facilities, and accessories and appurtenances thereto to extend Grantees' systems and to provide services to Grantees' service areas; including any other cables, conduits, fibre optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services as shown on Drawing No. 5616769.
2. The facilities installed pursuant to this agreement shall remain the property of Grantees and all maintenance, repairs and removals of said facilities shall be the responsibility of Grantees.
3. Grantees shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Grantees' facilities.
4. Grantees shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and shall not construct any structures or improvements over or under the utility facilities permitted by this Agreement.
6. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Grantees.

7. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.
8. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantees and their respective heirs, personal representatives, administrators, successors and assigns.
9. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
10. Grantees' utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

As agent on behalf of Grantees, I certify that this document was prepared by Grantees.



 Name: Michael M. Powers
 Title: Sr. Real Estate Representative

WITNESS our hands and seals the day and year aforesaid.

ATTEST: (AFFIX CORPORATE SEAL)

CORPORATE GRANTOR:

County of Gloucester

 Type Name: _____
 Title: _____

By: _____ (SEAL)
 Type Name: _____
 Title: _____

STATE OR COMMONWEALTH OF _____)
 COUNTY OF _____)

) SS

BE IT REMEMBERED, that on the _____ day of _____, 20____, personally came before me, a notary public, the within named Grantor, _____ party(ies) to this indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

 Notary Public

Notary
 Seal/Stamp Here



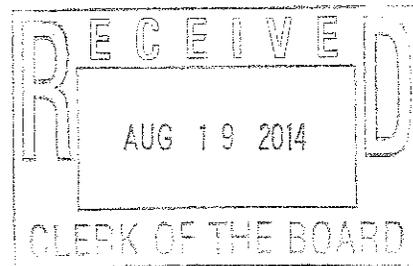
A PHI Company

Does this need
to be done by
resolution?

63ML22
5100 Harding Highway
Mays Landing, NJ 08330

August 14, 2014

County of Gloucester
Attn - County Clerk
1 N. Broad Street
Woodbury NJ 08096



RE: **Gloucester County Road Widening Project**
Block 193, Lot 6.06
JOB#5616769 – Replace/Relocate Pole #PN36745 & PN36895

Atlantic City Electric is working along with the County of Gloucester on a road widening project. We are proposing to replace/relocate (1) existing pole PN3674 and PN 36895 along Egg Harbor Road adjacent to above mentioned property. I have attached a drawing for you of the proposed construction.

If the above proposal meets with your approval, would you kindly have the appropriate parties of the Township of Washington sign the enclosed form before a notary public who will complete the acknowledgment on the reverse side and return in the envelope provided.

Should you have any questions, call me at 609-625-6363. Thank you.

Very truly yours,

Michael M. Powers
Sr. Real Estate Representative

F-1

**RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES
AGREEMENTS BETWEEN THE COUNTY AND WOODBURY AND WOOLWICH
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

WHEREAS, the City of Woodbury (hereinafter "Woodbury"), and the Township of Woolwich (hereinafter "Woolwich"), located in the County of Gloucester, have a need for landscape design services, specifically to develop a landscape design for the future home of the Woodbury Police Department at 220 South Broad Street, for the beautification of the public sitting area and the relocation of the Vietnam Veterans Memorial to a more visible site on the property, and other possible projects; and to provide landscape design services to Woolwich for renewal and beautification of the Township Municipal Complex at 120 Village Green Drive; and

WHEREAS, the County of Gloucester (hereinafter the "County") employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, Woodbury and Woolwich have requested that the County make its Landscape Design Architect available to each municipality respectively for the provision of such services and all landscape design services will be provided free of charge by the County-employed Landscape Design Architect; and

WHEREAS, the County desires to enter into an agreement with each 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.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the Shared Services Agreements between the County and the City of Woodbury and the Township of Woolwich for the provision of landscape consultation services by the County's Landscape Design Architect from September 1, 2014 to August 31, 2015, for a renewal and beautification project at the future site of the Woodbury Police Department, and other possible projects and to provide landscape design services to Woolwich for renewal and beautification of the Township of Woolwich Municipal Complex.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday September 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

17

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE CITY OF WOODBURY FOR THE
PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 1st day of September 2014, by and between the **City of Woodbury**, a body politic and corporate of the State of New Jersey (hereinafter the “City”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the City, which is located in the County of Gloucester, has a need for landscape design services, specifically to develop a landscape design for the future home of the Woodbury Police Department at 220 South Broad Street, for the beautification of the public sitting area and the relocation of the Vietnam Veterans Memorial to a more visible site on the property, and other possible projects; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the City of Woodbury has requested that the County make its Landscape Design Architect available for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the City, 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 City and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the City its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to develop a plan for the future home of the Woodbury Police Department at 220 South Broad Street, for the beautification of the public sitting area and the relocation of the Vietnam Veterans Memorial, and other possible projects.

B. NO PAYMENT FROM CITY 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 City. 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 City 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 City 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 City 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 City 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 City 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 City 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 City, 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 City 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 September 1, 2014 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

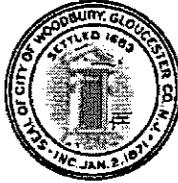
ATTEST:

CITY OF WOODBURY

**MICHAEL THEOKAS,
BUSINESS ADMINISTRATOR**

WILLIAM VOLK, MAYOR

33 DELAWARE STREET
WOODBURY, NJ 08096



OFFICE (856) 845-1300
FAX (856) 845-1309
WWW.WOODBURY.NJ.US

City of Woodbury
GLOUCESTER CO.

WOODBURY, N.J.

August 15, 2014

Charles R. Rose, Director
Gloucester County Parks and Recreation
Shady Lane Complex 254 County House Road
Clarksboro, NJ 08020

Chrd
Dear Mr. ~~Rose~~,

On behalf of Mayor Bill Volk and the Woodbury City Council, I would like to respectfully request the services of the County Landscape Architect, Mr. Alan Koch, to assist the City with a specific project. The City has recently purchased the property located at 220 South Broad Street as the future home of the Woodbury Police Department. Part of this property, approximately 4,000 square feet at the corner of South Barber Avenue and Broad Street, is the area we would like Mr. Koch to work with us on a design.

Mayor Volk and City Council would like to redesign the area into a welcoming and open public sitting area, and in addition, relocate a Vietnam Veteran's Memorial, currently located between two buildings on Broad Street, to a more visible site at 220 S. Broad Street.

It is my understanding that a shared service contract would be needed between the County and City in order for us to secure Mr. Koch's services. It is the goal of Mayor and Council to have this completed by the City's next Council meeting which is scheduled for August 26, 2014. Please advise me of how we need to proceed and how I may assist you in expediting this process.

The City of Woodbury appreciates your help and the support you have provided to us over the years through the County Park and Recreation Department. Mayor and Council are very excited about this project and look forward to working with Mr. Koch to make the necessary improvements to the area to help beautify the downtown.

Page Two (2)
August 15, 2014
Subj: 220 S. Broad Street - Landscape Design

I look forward to hearing from you. If you have any questions, or need any clarification, please do not hesitate to contact me. I can be reached at 856-845-1300 x120.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Theokas', written over the word 'Sincerely,'.

Michael Theokas
City of Woodbury
Business Administrator

cc: Mayor William Volk
Council President, William Fleming

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WOOLWICH FOR THE
PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement (“Shared Services Agreement”), dated this 1st day of September 2014, by and between the **Township of Woolwich**, a body politic and corporate of the State of New Jersey (hereinafter the “Township”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”).

RECITALS

WHEREAS, the Township, which is located in the County of Gloucester, has a need for landscape design services, specifically to develop a landscape design for a *renewal and beautification* project at the Township Municipal Complex at 120 Village Green Drive, and other possible projects; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township of Woolwich has requested that the County make its Landscape Design Architect available for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Township, 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 Township and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Township its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Township for a *renewal and beautification project at the Township Municipal Complex at 120 Village Green Drive*, and other possible projects.

B. NO PAYMENT FROM TOWNSHIP 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 Township. The parties agree that the Township 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 Township 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 Township 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 Township 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 Township 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 Township 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 Township 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 Township, 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 Township 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 September 1, 2014 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

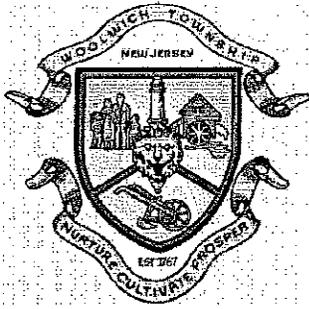
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WOOLWICH

MATTHEW BLAKE,
DIRECTOR,
COMMUNITY DEVELOPMENT

SAMUEL MACCARONE, JR., MAYOR



**TOWNSHIP OF WOOLWICH
120 VILLAGE GREEN DRIVE
WOOLWICH TOWNSHIP, NEW JERSEY 08085
856-467-2666 FAX: 856-467-3545**

Charles R. Rose, Director
Gloucester County Parks and Recreation
Shady Lane Complex 254 County House Road
Clarksboro, NJ 08020

December 17, 2013

Re: Landscape Architectural Services

Dear Mr. Rose,

I serve as Director of Community Development for the Township of Woolwich and, as such, I function as direct liaison to the Governing Body. The Township Governing Body and Shade Tree Commission have authorized me to request the services of Alan Koch and Gloucester County Parks and Recreation in 2014, for the purposes of designing a landscaping and beautification plan for the Township Municipal Complex at 120 Village Green Drive. The project can be broken down to address four distinct areas described below:

1. The first area is located immediately across from the main entrance of the Municipal Complex that serves as a focal point for such community ceremonies as the annual 911 Remembrance Day. The Township would like to enhance this area with a modest landscaping treatment that would frame a future monument being planned for the site.
2. The Township wishes to screen the newly constructed solar field located behind the Township Municipal Complex that is just under an acre in size. This landscaping treatment would incorporate the back entrance to the Municipal Complex and include the design of a space for small picnic area.
3. The South Jersey Land & Water Trust (SJLWT) has secured a grant to help the Township naturalize the stormwater management basin located at the Municipal Complex along Village Green Drive. The Township would like to provide some screening along the fenced area surrounding the basin.
4. Finally, the Township would like to provide some additional tree screening around the parking area at the front and side of the Municipal Complex.

On behalf of the Governing Body and Shade Tree Commission, thank you for your consideration. We greatly appreciate all the assistance and incredible work already provided to the Township by Alan Koch and the Gloucester County Department of Recreation. Please do not hesitate to contact me if you wish to further discuss this proposal.

If you have any questions, I can be reached at 856-467-2666 x3134 or via email mblake@woolwichtwp.org

Respectfully yours,

Matthew Blake, Director of Community Development

Cc: Mayor Samuel Maccarone Jr.
Jon Fein, Township Committee

G 1

**RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE OF PARTS AND
LABOR FROM ATLANTIC SWITCH AND GENERATOR, LLC, TO REPAIR THE
350KW PORTABLE GENERATOR ON TRI-AXLE IN THE TOTAL AMOUNT OF
\$15,800.00**

WHEREAS, the award of a emergency purchase by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency repair the main control logic circuit board, the voltage change switch and the main rotor to the 350KW Portable Generator on Tri-Axle (hereinafter the "Emergency Repair") was made by the County on August 18, 2014 to Atlantic Switch and Generator; and

WHEREAS, the Emergency Response Coordinator, J. Thomas Butts, notified Peter Mercanti, the County Purchasing Agent, of the need for the said repair, the nature of the emergency, the time of its occurrence, and the need for invoking Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain necessary testing services, parts and labor for the emergency repair work to be performed, and contacted Atlantic Switch and Generator, with an office address of 4108 Sylon Blvd., Hainesport, NJ 08036, for the provision of the Emergency Repair for a total amount of \$15,800.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the Emergency Repair in the total amount of \$15,800.00, pursuant to C.A.F. #14-07272, which amount shall be charged against budget line item 04-08-018-310-18226.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency repair authorized by the County to Atlantic Switch and Generator, LLC, pursuant to, and in accordance with, the Emergency Provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER 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 authorized to attest to the emergency repair authorized with Atlantic Switch and Generator, LLC for the Emergency Repair for the total amount of \$15,800.00 per the labor and materials prices submitted by Atlantic Switch and Generator, and subject to all conditions and requirements of the quote and invoices for the Emergency Repair issued by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G1

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

Certificate of Availability of Funds

TREASURER'S NO. 14-07272

DATE 8-21-14

BUDGET NUMBER - CURRENT YR C-04-08-018-310-18226 B _____ DEPARTMENT Buildings & Grounds

AMOUNT OF CERTIFICATION \$15,800.00 COUNTY COUNSEL Lynn McClintock

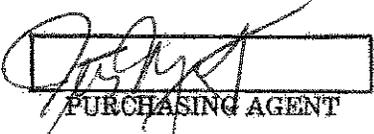
DESCRIPTION:

Repairs on Generator to keep emergency portable generator operational. This is Emergency repair in addition to first PO as additional repairs have been found to be needed.

VENDOR: Atlantic Switch & Generator LLC

ADDRESS: 4108 Sylon BLVD
Hainesport NJ 08036

DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 8-21-14

September 3, 2014
Freeholder Meeting



Gloucester County Buildings and Grounds
1200 North Delsea Drive
Clayton, NJ 08312

August 18, 2014

Attention Lorrie Hawthorn

RE: Tri-axle 350KW portable unit

Upon re-assembly of the unit we found additional faults that could not be determined prior to running the unit. This will require additional repair not included in the original proposal. We also traced all generator connection wiring and found a major wiring fault on the voltage change switch which must be rectified before the unit is placed into service. Please review repairs below.

- The main control logic circuit board was faulty. The voltage regulator section would not regulate output voltage and could not be repaired; replacement is necessary.
- The voltage change switch, in conjunction with the output wiring of the generator is not correct; the generator will short if low voltage is selected resulting in catastrophic failure. The voltage change switch and output wiring must be corrected, tested and verified.
- The generator main rotor is faulty and will require replacement. Due to the type of rotor and the wind method repair is not feasible. The lead time for the main rotor is approximately 4 weeks from order date.

Total for additional repairs..... \$15,800.00

**All work is on hold until approval. Generator is dis-assembled at this time.*

Should you have any questions please contact me at 609-518-1900

Steve Loudon, Partner

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN Buildings & Grounds
(NAME OF DEPARTMENT)
2. THIS EMERGENCY OCCURRED ON 8/18/14
(DATE) (TIME)
3. THE NATURE OF THE EMERGENCY IS: Emergency portable generator in process of being repaired has found to have many other faulty boards and circuits. In order to get this generator running properly additional work above already approved emergency work must be completed

THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R4-07534. THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$15,800__
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD

Rob Summers

DATE

8/21/14

PURCHASING DIRECTOR _____

APPROVED BY COUNTY ADMINISTRATOR _____



MEMORANDUM

TO: Pete Mercanti
FROM: J. Thomas Butts *JTB*
RE: 350 KW Generator on Tri-Axle
DATE: June 27, 2014

Please be advised that I believe the timely repair of the above-referenced generator should be considered emergent in nature.

As we begin the 2014 hurricane season we are at great disadvantage without this critical piece of equipment. As this is one of the larger portable generators in the region, we have been asked to deploy as far away as Monmouth County. During Super Storm Sandy, this generator supplied power to the Southern Monmouth County Sewage Authority for several weeks.

In Gloucester County we depend on this generator to provide power in time of need to many County buildings without hard-wired systems to include the Board of Elections. But as you know, in Emergency Management continuity of operations is paramount.

In the summer months we routinely experience severe weather events and we desperately need this equipment returned to service.

JTB:dt
Cc: Administrator Chad Bruner

BOARD OF
CHOSEN FREEHOLDERS
COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER DEPUTY
DIRECTOR/LIAISON
Giuseppe (Joe) Chilo



DEPARTMENT OF
EMERGENCY RESPONSE

EMERGENCY RESPONSE
COORDINATOR
J. Thomas Butts

1200 N. Delsea Drive
Clayton, NJ 08312

Phone: 856.307.7100
Fax: 856.863.5839

www.co.gloucester.nj.us
tbutts@co.gloucester.nj.us

New Jersey Relay Service -- 711

**CONTRACT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
ATLANTIC SWITCH AND GENERATOR, LLC**

THIS CONTRACT is made effective the 3rd day of September, 2014, 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 **ATLANTIC SWITCH AND GENERATOR, LLC** at 4108 Sylon Blvd., Hainesport, NJ 08036, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester to obtain replacement parts and labor to repair the 350KW Portable Generator on Tri-Axle;

WHEREAS, Contractor represents that it is qualified to provide said parts and labor and 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. Contractor shall commence services upon being given a Notice to Proceed by the County Buildings and Grounds Director; and this Contract shall be effective for the length of time necessary for the actual completion of the repair.

2. COMPENSATION. Contractor shall be paid a total lump sum of \$15,800.00.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the invoicing received by the County in connection with this Contract, which is incorporated into and made a part of this Contract by reference.

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the specifications, if any, issued by the County in connection with this Contract.

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.

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

7. **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, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

8. INSURANCE. Contractor shall 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. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

The County shall review the certificates for sufficiency and compliance with this paragraph, and approval of said certificates 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.

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

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

11. 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.

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

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

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

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

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

17. CONTRACT PARTS. This Contract consists of this Contract, any specifications issued by the County, and the Proposal, which are all incorporated herein by reference. If there is a conflict between this Contract and the Proposal, this Contract will control. If there is a conflict between this Contract or any specifications issued by the County, and the Proposal, then this Contract or the specifications will control, as applicable.

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.

THIS CONTRACT is dated this 3rd day of September, 2014.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ATLANTIC SWITCH AND GENERATOR, LLC

(Please Print Name)

RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATIVE TO THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES, JAG-1-8TF-13 THROUGH THE NJ DIVISION OF CRIMINAL JUSTICE IN AN AMOUNT OF \$75,914 FROM JULY 1, 2014 THROUGH JUNE 30, 2015

WHEREAS, the Office of the Gloucester County Prosecutor desires to submit a grant application to State of New Jersey, Division of Criminal Justice , to request funding for the Edward Byrne Memorial Justice Assistance Grant (JAG), Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Prosecutor recommends the execution of a grant application to said agency for grant funds to be used to provide assistance to combat the growing gang problems in Gloucester County; 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 County Treasurer 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 total grant funds to be requested is \$75,914 from July 1, 2014 to June 30, 2015.

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

1. The Director of the Board is hereby authorized to execute any and all documents in connection with the filing of the grant application with the State of New Jersey, Division of Criminal Justice requesting grand funds for Edward Byrne Memorial Justice Assistance Grant (JAG), Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces in the amount of \$75,914 from July 1, 2014 to June 30, 2015;
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held Wednesday, September 3, 2014, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



62

Gloucester County Prosecutor

SEAN F. DALTON
Prosecutor

P.O. Box 623
Woodbury, NJ 08096
(856) 384-5500
FAX (856) 384-8624

JOHN A. PORTER
Chief of Investigators

MARY K. PYFFER
First Assistant Prosecutor
Certified Criminal Trial Attorney

E-Mail: gcprosecutor@co.gloucester.nj.us

August 11, 2014

Freeholder Daniel Christy
2 South Broad Street
Woodbury, NJ 08096

Re: Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces
RJAG 1-8TF-13

Dear Freeholder Christy:

The Gloucester County Prosecutor's Office has applied for continuation funding under the Edward Byrne Memorial Justice Assistant Grant (JAG) - Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces grant in the amount of \$75,914 for the period of July 1, 2014 to June 30, 2015.

This grant will partially fund salaries for six (6) staff working in the Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces in the Prosecutor's Office. This unit works cooperatively with municipal law enforcement and neighboring agencies to enhance our abilities to combat the growing gang problem in Gloucester County. Gang activities include narcotics distribution, robberies and home invasions. Our office is currently taking a multi-faceted approach to combat and preemptively disrupt gang related activities and initiatives.

Should you have any questions regarding this grant application, please do not hesitate to contact Sgt. Danielle LoRusso at 224-8224.

Very truly yours,

SEAN F. DALTON
Gloucester County Prosecutor

SFD/bs

c: Sgt. Danielle LoRusso

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 8/11/14

1. GRANT TITLE: Multi-Jurisdictional Gang, Gun and Narcotics Task Forces
2. DEPARTMENT: Prosecutor's Office
3. GRANT ID NUMBER: STATE: JAG-1-8TF-13
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: David Sabo, Jr.
5. FUNDING AGENCY PHONE NUMBER: 609-777-2967
6. GRANT AMOUNT: \$75,914
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: _____
- D. NEW TOTAL: _____
8. CONTRACT PERIOD: FROM: 7/1/14 TO: 6/30/15
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: X
QUARTERLY: _____
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: 5th of each month following month of report

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: At this time we have received no indication that future funding will not be available. Funds distributed depend upon the total award amount available and divided to the counties based upon their Uniform Crime Reports (UCR) stats.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Continuation funding to partially pay the salaries of six personnel of the Gang, Gun and Narcotics Task Force, formerly known as the Narcotics Task Force. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, state and federal agencies to combat gang and narcotics activities in Gloucester County. A database is used to gather, analyze and disseminate information to law enforcement agencies to combat these activities within Gloucester County.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES _____ NO X

DEPARTMENT HEAD: *Eric E. Dalton*
Signature

DATE: 8/12/14

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1 _____
Signature

2 _____
Signature

Revised: 9/26/05

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 8/11/14

1. TYPE OF GRANT
NEW GRANT
 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 14-261

2. GRANT TITLE: Multi-Jurisdictional County Gang, Gun and Narcotics Task Forces

3. GRANT TERM: FROM: 7/1/14 TO: 6/30/15

4. COUNTY DEPARTMENT: Prosecutor's Office

5. DEPT. CONTACT PERSON & PHONE NUMBER: Sgt. Danielle LoRusso 224-8224

6. NAME OF FUNDING AGENCY: New Jersey Department of Law & Public Safety

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Continuation funding to partially pay the salaries of five personnel of the Multi-Jurisdictional Gang, Gun and Narcotics Task Forces. This unit will work cooperatively with municipal police departments, neighboring county prosecutor's offices, state and federal agencies to combat gang and narcotics activities in Gloucester County. A database is used to gather, analyze and disseminate information to law enforcement agencies to combat these activities within Gloucester County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
<u>Charles Landi</u>	<u>\$18,000</u>	<u>Paul Colangelo</u>	<u>\$18,000</u>
<u>Patrick Goggin</u>	<u>\$19,446</u>	<u>Nancy Perez</u>	<u>\$4,000</u>
<u>Suzanne Wozniak</u>	<u>\$2,234</u>	<u>Overtime</u>	<u>\$12,000</u>
<u>Michelle Mingin</u>	<u>\$2,234</u>		

9. TOTAL SALARY CHARGED TO GRANT: \$ 75,914

10. INDIRECT COST (IC) RATE: _____%

11. IC CHARGED TO GRANT \$ _____

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
PO BOX 085
TRENTON, NJ 08625-0085
TELEPHONE: (609) 984-6500

JOHN J. HOFFMAN
Acting Attorney General

ELIE HONIG
Director

June 2, 2014

Honorable Sean F. Dalton, Prosecutor
Gloucester County Prosecutor's Office
Criminal Justice Complex
P.O. Box 623
Woodbury, New Jersey 08096-4606

**Re: Edward Byrne Memorial Justice Assistance Grant (JAG)
Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces
DCJ Subgrant No.: JAG 1-8TF-13**

Dear Prosecutor Dalton:

The Division of Criminal Justice is accepting grant applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The State's plan has included funding to support the work of the Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces.

Your federal subgrant will be in the amount of \$75,914 and will cover the period from July 1, 2014 to June 30, 2015. Approval for expenditures for the grant cannot be authorized until a fully executed subgrant award/contract is completed. All required reports for your previous grant must be current and on file with the Division's Program Development Section prior to the start of your continuation grant.

Your federal award amount was determined by a formula which provides each county with \$25,000, plus an additional amount based on your county's 2012 Uniform Crime Report statistics and corresponding weights:

Violent Crime with a Firearm (45%)
Violent Offense without a Firearm (25%)
Drug Distribution Arrests (20%)
Population (10%)



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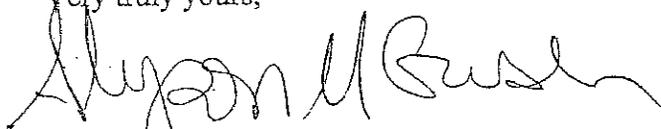


A JAG application package will be emailed to Sergeant Danielle LoRusso. Please ensure that all items on the application checklist are completed prior to submitting your application. The completed application, including the enclosed Personnel Certification, and the required grant certifications, should be submitted to the Program Development Section by July 7, 2014.

Federal funding for criminal justice assistance remains uncertain. Kindly review your budget carefully and identify alternate sources of funding to support future projects.

For further assistance in preparing your application or if you have any questions, please contact Program Analyst David Sabo, Jr. at (609) 777-2967.

Very truly yours,



Alyson M. Gush, Chief
Program Development/Grants Section

encl.

c: Sergeant Danielle LoRusso, Contact Person
Gary Schwarz, Treasurer
Billie-Jo Scott, Office Manager
Leesa Salzano, OAG Grants Accounting Analyst
David Sabo, Jr., DCJ Program Analyst
Beth Griffis, DCJ Grants Tracking Clerk
Jean Petherbridge, DCJ Research & Evaluation

[rev'd JAG 5/14]

BUDGET NARRATIVE
MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES
JAG 1-8TF-13
July 1, 2014 – June 30, 2015

101.01	Salaries & Wages / Regular Pay	\$63,914
207	Overtime Reimbursement	\$12,000
	Total	\$75,914

C-2
LINE ITEM NARRATIVE
MULTI-JURISDICTIONAL GANG, GUN, AND NARCOTICS TASK FORCES
JAG 1-8TF-13
July 1, 2014 – June 30, 2015

A. SALARIES & WAGES

101.01 Salaries and Wages

To partially fund salaries for six (6) members of the unit staff; one assistant prosecutor, two detectives and two support staff. Salaries for these employees are based upon CWA and PBA contracts.

207 Overtime Reimbursement

To reimburse municipal police departments for overtime incurred by their "on loan" officers. Under the grant guidelines we are required to have municipal officers participate in our joint task force. The municipalities pay their regular rate salaries and this grant reimburses them for overtime incurred. In all instances we attempt to adjust schedules to incur minimal overtime, however depending upon the ongoing investigations the overtime incurred is unpredictable. Any remaining funds will be used toward overtime incurred by Prosecutor's Office investigators paid under this grant.

STATE OF NEW JERSEY

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM



PART I

APPLICATION DOCUMENTS
TO BE COMPLETED
AND RETURNED

October 2013



**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT (JAG)
APPLICATION CHECK LIST**

SUBGRANTEE: County of Gloucester

INSTRUCTIONS: **The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 2 copies of the completed application.**

PART I:

- Applicant Information Form
- Problem Statement/Needs Assessment (Provided by Applicant)
- Project Description (Provided by Applicant)
- Goals, Objectives, and Work Plan (Action Strategy) (Provided by Applicant)
- Project Management and Staff (Provided by Applicant)
- Data Collection/Performance Measures/Evaluation (Provided by Applicant)
- Project Budget Detail Form
- Budget Narrative describing each category of the budget listed on Budget Detail Form (Provided by Applicant)

PART II:

- Application Authorization
- Certification of Equal Employment Opportunity Plan (EEO) Form
- General Conditions and Assurances
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Resolution of Participation and Certification of Recording Officer (Not applicable to State Agencies)
- Federal Financial Accountability and Transparency Act Information Form
- N/A Audit Requirements Form
- N/A Single Audit or audited financial statements (if required, see Audit Requirements Form)
- N/A Accounting System and Financial Capability Questionnaire

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications and Permits
- Form 990-Income Tax Return
- List of Officers/Directors/Trustees
- Sources of Funds Form
- Mandatory Waiver from Local Units of Government

NOTE: ***ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION***

Applicant Information Form

JAG Program

Project Duration Period (when to when): 7/1/14-6/30/14		Grant No. JAG 1-8TF-13	
Official Name of Applicant Agency: County of Gloucester			
Address: 2 South Broad Street			
City/State: Woodbury, NJ		Zip Code + 4: 08096-4604	County: Gloucester
Implementing Agency (if different than applicant): Gloucester County Prosecutor's Office			
Agency Website:	Fiscal Year Start Date: 1/1/14	Federal ID Number: 216000660	
Charitable Registration Number (if non profit & not exempt):			
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate sheet.			
Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, Zip Code + 4 (if different from above):			
Telephone: 856-853-3395	Ext.	Email: rdamminger@co.gloucester.nj.us	Fax: 856-853-3495
Name and Title of Project Director: Danielle LoRusso, Sergeant			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street P.O. Box 623, Woodbury, NJ 08096-4604			
Telephone: 856-224-8224	Ext.	Email: dlorusso@co.gloucester.nj.us	Fax: 856-224-8239
Name and Title of Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624
Name and Title of Chief Financial Officer: Gary Schwarz, Treasurer			
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Telephone: 856-853-3352	Ext.	Email: gschwarz@co.gloucester.nj.us	Fax: 856-251-6778
Name and Title of PMT Contact Person: Billie-Jo Scott, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street P.O. Box 623, Woodbury, NJ 08096-4604			
Telephone: 856-384-5532	Ext.	Email: bjscott@co.gloucester.nj.us	Fax: 856-384-8624

PROBLEM STATEMENT

Gloucester County is a suburban and rural county located in southern New Jersey. It is bordered by Camden, Salem, Atlantic and Cumberland counties. The Delaware River separates the western side of the county from the City of Philadelphia, Chester County, Pennsylvania and the State of Delaware. Gloucester County is located directly in the Philadelphia - Atlantic City corridor and the New York City - Philadelphia/Camden - Washington, DC corridor. Gloucester County is one of the fastest growing counties in New Jersey with the current population estimated at approximately 289,920 residents. Gloucester County's population continues to surge at an extremely rapid rate. Several major highways such as the New Jersey Turnpike, Atlantic City Expressway, Interstate 295, State Highway 55 and 322 pass through the county giving gang members, drug couriers, and other criminals easy access from the major surrounding cities.

Located between Camden County to the north and Cumberland County to the south, Gloucester County is in a geographically precarious position. Camden City has a significant gang presence which contributes to the staggering percentage of the city's violent crimes and drug related offenses. Effective law enforcement efforts and successful gang recruitment has caused the gang problem to spread to suburban municipalities throughout Camden County. The reach of the gangs has recently and most notably extended into Gloucester County over the course of the past year. The municipalities of Bridgton, Millville, and Vineland (BMV) in Cumberland County are also combating a serious gang problem. Much like the influx of gang members into Gloucester County from Camden County, gang members from BMV are migrating to Gloucester County to establish their territory, recruit additional members, and set up narcotics trafficking operations.

Historically, intelligence information has shown that Philadelphia, Camden and New York are major source cities for controlled dangerous substances to include crack, powdered cocaine, marijuana, methamphetamine, prescription pills and ecstasy. Gloucester County is in an ideal geographic location for the motivated and entrepreneurial gang member or drug dealer. Gloucester County offers a unique combination of rural areas, suburban municipalities, and urban clusters, which all have relatively quick and easy access to major transportation arteries. This combination equates to a relatively easy commute to and from any suburban outpost in Gloucester County to and from Camden, Atlantic City or Philadelphia. Gang members have seen the potential for growth in the communities of Gloucester County and are beginning to establish a foothold in certain municipalities. The onset of a gang problem in Gloucester County has become apparent and the law enforcement community of Gloucester County has taken the appropriate steps in preparation to combat it.

In 1998, forty-eight (48) open air drug markets within Gloucester County were identified by the Gloucester County Narcotics Strike Force and local police departments. They were located in Paulsboro, Glassboro, Woodbury, Monroe, Clayton, Deptford, Franklin and Swedesboro. These locations were designated as "Quality of Life" Enforcement Zones. The designated zones were plagued with an increase of not only sales of crack, cocaine and marijuana, but crimes such as assaults, robberies, burglaries, thefts and crimes of violence. Drug related shootings and aggravated assaults have also occurred in these zones as a result of turf wars over drug corners and robberies of drug dealers and their buyers. Today, because of a concerted effort of law enforcement, many of the originally designated "Quality of Life" zones are

no longer indentified as open air drug locations. Cooperative efforts amongst law enforcement agencies in Gloucester County to combat the problem of open air drug markets have been successful over the past decade. This same cooperation is going to be required to combat the burgeoning gang problem in Gloucester County.

Municipal police department budgets have been stretched to their limits in order to provide quality police services to the ever expanding municipalities in Gloucester County. In many cases the population expansion has been so rapid that departments are struggling to keep pace. Their ability to address issues pertaining to violent crimes and property crimes is being and will continue to be made much more difficult with the addition of the growing gang problem. Municipal police departments are ill equipped to provide the personnel or resources needed to conduct comprehensive investigations of violent street gangs. The need to maintain continual intelligence on the activities and operations of violent gangs and their members is paramount. This is undoubtedly a daunting task, but one that will be critical to the success of law enforcement in Gloucester County in combating violent gangs and establish a sound intelligence led policing initiative. The vast majority of municipal police departments do not have the personnel to assign an officer to be a full time "gang" officer and heavy reliance will be placed on the Gloucester County Gangs, Guns, and Narcotics Task Force (GGNTF) to supplement their law enforcement needs.

The Bloods continue to be the most dominant and prevalent gang in Gloucester County. Over one hundred and eighty five (185) members of the Bloods have been identified as either having residency in Gloucester County, served time in the Gloucester County Jail, or committed a criminal act in Gloucester County over the past five (5) years. Thirty-one (31) different street gangs, outlaw motorcycle gangs, and supremacist groups are represented in Gloucester County. They have been identified through the efforts of the Gloucester County Jail and the field contacts with members of the Gloucester County law enforcement community. It should be noted that the number of street gangs has actually decreased from thirty-six (36) to thirty-one (31).

Thirteen (13) different Blood sets have been identified in Gloucester County over the last five (5) years. These sets represent the older, more established west coast Blood sets and also the sets spawned from the development of the east coast based United Blood Nation which began in the early 1990s. Intelligence sharing initiatives and the cultivation of confidential informants from within the ranks of the Bloods have been critical in tracking trends and the identification of new Bloods members. Documentation of gang members and activity along with the utilization of countywide intelligence has facilitated uniformity of gang member knowledge amongst the twenty-four (24) municipalities in Gloucester County. Numerous members of the Fruit Town Brims set of the Bloods were sentenced to multi-year state prison terms after the culmination of two successful long-term investigations in 2008, which were assisted by the New Jersey State Police (NJSP). The removal of these gang members created a power vacuum amongst gang members in Gloucester County and specifically in the Glassboro/Clayton area. It should be noted that the epicenter of gang activity in Gloucester County is the Glassboro/Clayton area. Unfortunately, this vacuum was quickly filled by the 793 set of the Bloods in 2010. The number of the 793 Bloods in Glassboro swelled to over thirty (30) members and is still growing. In addition to the increased membership, the 793 Bloods began dominating the lucrative open air drug trade in the low income housing areas in Glassboro. Assaults and robberies increased in these low income areas as the 793 Bloods established their foothold.

Unfortunately, numerous members of the Fruit Town Brims have completed their prison sentences or have been paroled and have returned to the Glassboro/Clayton area. Reliable information from several informants indicates that the Fruit Town Brims are intent on regaining control of Glassboro/Clayton and have the 793 Bloods in their crosshairs. The 793 Bloods are comprised of younger members who have strong ties to the older members (who grew up in Glassboro/Clayton) of the Fruit Town Brims. These younger gang members are rumored to be abandoning the 793 set in favor of the Fruit Town Brims. The primary reason is they are fearful they will be a target of violence if they do not switch over to the Fruit Town Brims. They also realize the older members of the Fruit Town Brims are coming out of prison with additional gang member status and they are going to quickly re-establish their narcotics distribution connections. This is a dilemma that has been the focus of our targeting efforts.

After two successful long term narcotics investigations targeting the Fruit Town Brim set of the Bloods in Gloucester County resulted in extended state prison sentences for well established gang members, a power vacuum in the Glassboro/Clayton area quickly emerged. The vacuum was filled by a ranking member of the 793 Bloods from the Newark area. This individual who has effectively recruited nearly every member of the Glassboro based local street gang the "Dark Side Killers." 793 Bloods are intent on dominating the lucrative open air drug trade in the low income housing areas in Glassboro. It goes without saying that with the take-over of drug distribution territory the violence that goes along with defending it is sure to follow. This has come in the form of a rising conflict between 793 members and Fruit Town Brims who began returning from prison approximately three years ago.

According to the most recent New Jersey State Police Gang Survey of 2010, 45% of New Jersey's 565 municipalities reported some sort of gang presence, which is an increase of 2% from the 2007 survey. In 2007, 43% of New Jersey's 567 municipalities reported some sort of gang presence and 58% of Gloucester County's municipalities reported the presence of gangs. This is a significant rise from 2004 where 21% of Gloucester County's municipalities reported some sort of gang presence. These figures prove that gang presence is on the rise in Gloucester County.

UCR statistics for 2013 show a slight increase in violent crime when compared to the same time frame in 2012 in Gloucester County. Statistics obtained through "Operation Cease Fire" reflect that firearm seizure figures over the past few years illustrate an increasing gun problem in Gloucester County. In 2011, the number of firearms seized was two hundred and two (202) and the number of persons charged with the unlawful possession of a firearm was fifty-seven (57). In 2012, the number of firearms seized is two hundred and ninety-nine (299) and the number of persons charged with the unlawful possession of a firearm is seventy-two (72). In 2013, the number of firearms seized is four hundred and ninety seven (497) and the number of persons charged with the unlawful possession of a firearm is seventy-two (72), which shows an increase in firearms seizure but the arrests have stayed the same.

During this past year, the Gloucester County Prosecutor's Office's Intelligence Unit started a Mobile Deployment Initiative (MDI). The intent of this operation is to target habitual offenders, violent criminals, gang members, and potential information sources for apprehension. The critical aspect of the operation is the post-arrest intelligence debriefing of each target. Designated debriefing personnel interview each target for the purpose of developing real time and actionable intelligence on recent crime trends (residential burglaries, car burglaries, copper theft, etc), illegal firearms, CDS distribution, violent crimes, and gang activity. An additional

objective is to cultivate confidential informants. Viable intelligence will be acted upon immediately or passed to the appropriate law enforcement agency for follow up investigation. This initiative is proactive and cooperative in nature and undoubtedly strengthens relationships among the participating agencies. Over the past several months, a total of fifty-five (55) subjects were arrested. Many of the targets that were arrested had lengthy and violent criminal histories. Also arrested were known narcotics distributors and six (6) members of the Bloods street gang. The post-arrest debriefings yielded valuable intelligence on a wide variety of crimes including narcotics activity, illegal firearms, burglary, credit card fraud, the location of a fleeing fugitive, and child pornography. This information was evaluated and disseminated to the appropriate police departments. MDIs offer an opportunity for multiple agencies to work cooperatively to bring all our resources together.

In summary, the presence of gang members in Gloucester County is very apparent and they are routinely participating in a broad spectrum of crimes ranging from armed robberies to organized fraud. We have diligently worked to prepare for this problem. We pride ourselves on tenaciously attacking the gang problem and routinely look to be innovative in our approach. The Gloucester County Prosecutor's Office has combined the resources of the GGNTF, the Fugitive Investigations Unit (FIU), and the Intelligence Unit to utilize the skills and experience of each unit. We are battling the greatest challenge law enforcement in Gloucester County will face for the foreseeable future.

Project Description

The Gloucester County Gangs, Guns, and Narcotics Task Force intends on engaging in a multi-faceted initiative that will target violent crime and the violent, and oftentimes repeat, offenders that perpetrate them. The initiative will be carried out by not only the Gloucester County GGNTF, but also many other law enforcement partners that will be working synergistically toward a common goal. It is a statistical fact that a small percentage of especially violent criminals are responsible for a large percentage of overall violent crime. This statistic holds true in Gloucester County as well. UCR violent crime statistics show a slight increase from 2012 to 2013 in Gloucester County. As stated above, Gloucester County is in the beginning phase of a substantial gang problem. This proposed program is being instituted to not only combat a blooming gang problem, but to also effectively mitigate the problem before it can gain momentum. We have learned lessons from our neighbors to the north and south, which were unable to stem the tide in time and are now playing catch up with gangs and the violent crime that inherently accompanies them.

Intelligence led policing and information sharing amongst the Gloucester County law enforcement collective will also be a major component of the initiative. This will lead to a more focused and timely enforcement approach. Suppressing gang activity quickly and responding swiftly to violent crime trends and surges will be largely based off of utilizing good intelligence. Information sharing has never been more critical. We have established a robust intelligence database that provides all law enforcement agencies in Gloucester County with access. It ensures we are all operating on the same page and eliminates departmental secrecy that has plagued law enforcement in the past. Technological resources are going to be significant factors in the quest for information superiority. New systems such as the Automated License Plate Recognition (ALPR) system have shown the incredible advantage high technology equipment can provide to law enforcement. The ALPR has already proven effective at tracking the activities of gang members and violent criminals. Its use will be increased during this initiative and for years to come.

The Gloucester County GGNTF has enjoyed success targeting gang members and violent offenders through an effective measure of combining the resources of task force members with the Gloucester County Prosecutor's Office Fugitive and Intelligence Units. This has resulted in a synergistic approach to tracking, investigating, and arresting gang members and violent offenders. A marked increase in intelligence sharing coupled with a highly proactive approach to curtailing gang activity has yielded very positive results. Serial home invasions, armed robberies, and smash-and-grab burglaries have been the crimes of choice of gang members in Gloucester County. The Gloucester County intelligence liaison system and a broader informant network have proven invaluable in investigating these crimes. Several investigations into the serious crimes of gang members in Gloucester County during 2012 and into 2013 have been successfully resolved through intelligence sharing and maximizing cooperative law enforcement efforts.

One high impact investigative initiative was the development of an intelligence watch list comprised of Gloucester County's "worst of the worst" criminals. This list was developed after recognizing that a relatively small percentage of criminals are responsible for a large percentage of pervasive and violent criminal activity within Gloucester County. It was also

determined that high ranking gang members in Gloucester County were highly effective recruiters and pose a significant threat to at-risk juveniles living in high crime areas in Gloucester County. This list of Gloucester County's fifty (50) most high risk offenders was developed through comprehensive research, input from municipal intelligence liaisons, and intelligence obtained from confidential sources. This list was constantly in a state of growth as individuals were arrested and new targets were developed. Individuals on the list were run for arrest warrants on a weekly basis and were also evaluated to determine if they had any weak links. These weak links were targeted as part of this initiative as well. The basic principle of this target oriented enforcement strategy was to conduct short term, high impact enforcement operations against the targeted individuals identified on the watch list with the goal of minimizing their time on "the street" and suppressing their criminal activities and influence in the community. The list was intended to identify, target, disrupt, and arrest criminal offenders identified on the watch list and has thus far fulfilled this intention. This innovative strategy has resulted in the arrests of fifty-two (52) of Gloucester County's most violent offenders and/or high ranking gang members. In addition to the numerous arrests of gang members and violent/habitual offenders, a tremendous amount of intelligence has been gathered from these individuals upon their apprehension. Numerous informants have been cultivated resulting in additional investigative leads and a growing list of potential targets. The arrest operations were conducted with the assistance of the Gloucester County Prosecutor's Office FIU, the US Marshals Service, the FBI Violent Gang Task Force, and intelligence liaisons at various municipal police departments throughout Gloucester County.

We will also be enlisting the assistance and expertise of prosecutors into our program. We have found that keeping the highest risk offenders off the street will result in limiting their chances for committing additional crimes, but also significantly reduces their influence in the community. Low bails, a sluggish legal process, and lenient plea bargaining have resulted in gang members and repeat violent offenders being back on the street sooner and more often. We will be closely monitoring targeted criminal offenders as they progress through the legal process. We will be working closely with our legal partners to streamline this process and reduce the number of "deals" that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. This integration has proven to be invaluable and its exploitation will be a major factor in providing part of the solution to keeping gang members and violent criminals off the street.

PROJECT GOAL(S), OBJECTIVES, AND ACTION STRATEGY

A. Project Goal(s)

The ultimate goal of this initiative will be to reduce violent crime in Gloucester County. Under the umbrella goal of reducing violent crime will be supplementary goals such as successfully targeting violent gang members and repeat criminal offenders, increasing gun seizures, rapidly suppressing identified gang activity, streamlining the legal process for high risk offenders, and maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence. The accomplishment of these goals will undoubtedly lead to a higher quality of life for the community of Gloucester County.

B. Objectives

1. Successfully target violent gang members and repeat criminal offenders: The GGNTF will work in conjunction with all law enforcement agencies participating in the anti-gang mission in Gloucester County to identify and target the most criminally active and violent gangs, gang members, and gang associates who have committed or are most likely to commit acts of violence. Narcotics trafficking remain the business of choice for most gang members in Gloucester County. This illicit activity is typically targeted by task force members to begin an investigation. Targets will be designated prior to the beginning of an operation. Once the target is selected, members of the GGNTF will work in conjunction with other law enforcement agencies and use all resources at their disposal to assist in their investigative efforts. Short term investigations that are likely to cause a significant and disruptive effect in the criminal community will be engaged in as often as possible. These investigations are likely to yield more strategic and long term investigations that will facilitate targeting high priority gang members by other investigative approaches. Intelligence collection, collation, and dissemination will be critical to objective driven gang/violent crime investigations.
2. A cooperative effort will be made to review and analyze all available data to identify, assess, and manage the risks of the most violent gangs and gang members: The GGNTF will target the high threat gang members through the use of weak links, surveillance, informants, warrant enforcement, strained gang member relationships, and other investigative measures. Prevention strategies that are successful are likely to result in exposing the target's vulnerabilities. Exposing the target's vulnerabilities is likely to lead to weakening the gang and potentially opening new investigations into the gang. This objective will be conducted immediately and will be ongoing. The number of investigations opened and arrests of violent offenders or gang members by task force members are outputs that will be measured. These statistics will be monitored monthly to determine the effectiveness of this strategy in meeting the objective. Staff assigned will be all task force members and their municipal police department liaison partners.

3. Increasing gun seizures: Targeting violent offenders and gang members who are known to carry weapons is a top priority of the task force. It is no surprise that narcotics trafficking, gang activity, and firearms all go hand in hand. In addition to full scale investigations targeting an individual known to carry a firearm or traffic in firearms, fugitive operations targeting felons who have committed a crime involving a firearm or are known to carry firearms will be the highest priority. Identifying offenders known to carry firearms will be the first step. Investigations will be meticulously put together by task force officers in order to maximize the chances of removing illegal firearms off the street. The goal of this objective will be ongoing and all task force staff will be assigned. Gun seizures will be monitored on a monthly basis. These numbers can be compared to past seizure statistics to assess productivity.
4. Rapidly suppressing gang activity: The GGNTF will suppress gang-related violence through comprehensive and cooperative enforcement strategies with Gloucester County police departments and other County, State and Federal agencies. We will work synergistically to identify and target the most criminally active violent offenders, gangs, gang members and associates, gun distributors and narcotics dealers, who have committed or are most likely to commit acts of violence. This will be accomplished through the use of a county wide "early warning" system. This system functions through information sharing at all levels of the law enforcement intelligence collective in Gloucester County. Once any form of gang activity is identified, it is immediately reported to the Gloucester County Prosecutor's Office. Information can come from a school, the county jail, an informant, or a concerned citizen. Once it is corroborated, immediate action will be initiated by task force members to develop a tactical solution to the problem. This will be instituted immediately and all task force personnel will be assigned. The amount of tips, leads, investigation initiated, and arrests made can be monitored to determine a tangible output.
5. Streamlining the legal process for violent offenders and gang members: We will be closely monitoring targeted criminal offenders as they progress through the legal process. We will be working closely with our legal partners to streamline this process and reduce the number of "deals" that are offered to known gang members and violent criminal offenders. Our intelligence database software is integrated into our legal software and allows us to track criminal offenders as they progress through every stage of the legal process. Completing this objective will begin immediately. In addition to task force personnel, one assistant prosecutor will be assigned to assist in accomplishing this objective. The number of violent offenders/gang members that are screened is the primary means to measure an outcome. Another means would be to determine the efficiency in terms of time from arrest to conviction of a targeted offender.
6. Maintaining information superiority over criminal elements through the collection and sharing of usable criminal intelligence: Intelligence gathering and information sharing has proven vital to successfully identifying and targeting violent gang members, violent criminal offenders, illegal firearms dealers, and narcotics traffickers. The advent of the Gloucester County Prosecutor's Office

Intelligence Unit has established a system in which information sharing is maximized and set up a foundation for our intelligence led policing initiative. The Intelligence Unit is comprised of Gloucester County Prosecutor's Office staff and also a team of hand-picked intelligence liaisons. The liaisons are all sworn law enforcement personnel that represent each of Gloucester County's municipalities, the Gloucester County Sheriff's Department, and the Gloucester County Department of Correctional services. The Infoshare intelligence database and other systems represent the technical means by which information is gathered, analyzed, collated, cataloged, and disseminated as finished intelligence to law enforcement users in the field. The backbone of our intelligence led threat assessments is the formation of clear lines of communication and cooperative relationships with the law enforcement agencies we work with.

Through the use of various computer databases that have been tailored to meet the needs of our intelligence led policing initiative, the documenting, cataloguing, and monitoring of gangs and gang members is made possible. The establishment of the team of intelligence liaisons that are all inputting real time gang-related data into a computer system that is shared by all the liaisons and the Gangs, Guns, and Narcotics Task Force facilitates a reliable, detailed, accurate, and up to date inventory on gangs and their members operating in Gloucester County. This inventory provides law enforcement with the means to prioritize their anti-gang operations. The gang inventory is fluid and always changing as gang membership increases, members are incarcerated, or move to other counties or states. We stay vigilant and often work closely with our neighboring counties. Intelligence sharing agreements between the Gloucester County Prosecutor's Office and other out of county agencies have been established and will increase. We have exponentially increased our working relationship with the Gloucester County Department of Correctional Services. This has opened up a huge information channel and has increased our ability to collect intelligence on gang members and violent crime. Two detectives are assigned full-time to the Intelligence Unit and there are currently twenty-four (24) intelligence liaisons assigned to the Gloucester County Intelligence Team.

MANAGEMENT STRUCTURE

Supervision of Gangs, Guns and Narcotics Task Force

- A. Sergeant Danielle Lo Russo is assigned as the Commander of the Task Force and Project Director. Sgt. Lo Russo has been a police officer for nineteen (19) years, having served three (3) years with the Cape May County Prosecutor's Office and sixteen (16) years with the Gloucester County Prosecutor's Office.
- B. Sergeant Charles Landi is assigned as the Deputy Commander of the Task Force. Sgt. Landi has been a police officer for twenty-four (24) years, having served eight (8) years with the Gloucester County Sherriff's Department. He has been with the Gloucester County Prosecutor's Office for sixteen (16) years.

Grant Funded Staff

- A. Paul Colangelo – Senior Assistant Prosecutor
Employed with Gloucester County Prosecutor's Office since March 18, 2002, assigned to the Task Force on August 30, 2004, and he remains in that position.
- B. Charles Landi – Sergeant, Deputy Commander.
Started on March 26, 1998 and remains in that position.
- C. Patrick Goggin – Detective
Started on February 16, 2010 and remains in that position.
- D. Janann Salvati – Task Force Trial Aide
Employed with the Gloucester County Prosecutor's Office since August of 1989.
Assigned as the Task Force Trial Aide on January 2012 to April 2013.
- E. Sue Wozniak – Task Force Trial Aide
Employed with the Gloucester County Prosecutor's Office since August of 1987.
Assigned as the Task Force Trial Aide on April 2013 and remains in that position.
- F. Nancy Perez – Task Force Legal Secretary
Employed with the Gloucester County Prosecutor's Office since November, 1999.
Assigned as the Task Force Legal Secretary on September 14, 2011 and remains in that position.

Other non-Grant Funded Staff consists of:

- 1 Assistant Prosecutor
- 6 Gang Investigators / Detectives
- 2 Municipal Police Officers

The job descriptions for the above positions are on file with the County of Gloucester – Human Resources Department.

Advisory Group: The County Prosecutor has established an Advisory Group to assist in establishing priorities for investigations by the Gloucester County Gangs, Guns, and Narcotics Task Force, recommending local police officers for assignment to the Task Force, and evaluating the degree of participation of various agencies or individuals in the Gloucester County Gangs, Guns, and Narcotics Task Force operations that result in the seizure of assets, which may be shared on forfeiture. The Advisory Group consists of a Senior Assistant Prosecutor, the Chief of Detectives, the First Assistant Prosecutor and the Commander of the Gloucester County Gangs, Guns, and Narcotics Task Force. This group also receives valuable input from its meetings with the Gloucester County Police Chiefs Association.

Municipal Liaison Officers: The Gloucester County Gangs, Guns, and Narcotics Task Force has developed a list of municipal liaison officers. These liaison officers, as well as other local officers from Gloucester County, State and Federal agencies, comprise the Gloucester County Investigator's Association. The Association will meet on a monthly basis or as needed. This Association was created to discuss a variety of needs between the various law enforcement agencies, to enhance inter-agency cooperation, and the exchange of violent crime, gang and narcotic information.

Municipality

Clayton
Franklin Twp.
Westville
Gloucester County Sheriff's
Woolwich Twp.
Greenwich Twp.
East Greenwich Twp.
West Deptford Twp.
Deptford Twp.
Paulsboro
Glassboro
Washington Twp.
Elk Twp.
Pitman
Mantua Twp.
Newfield
Wenonah
Woodbury

Name

Det. Lauren Franklin
Det. Matt DeCesari
Det. Erik Hibbs
Sgt. Donald Gentile
Sgt. TJ Daniels
Lt. Bill Leash
Lt. Charles Barone
Sgt. Mike Creamer
Sgt. George Johnson
Inv. Gary Kille
Det. Dave Rey
Det. Leo DiPietro
Inv. Ed Gonnelli
Det. Hunter Moore
Sgt. Burt Brucker
Ptln. Kevin Przybyszewski
Sgt. William Rogers
Sgt. Tom Ryan

Woodbury Hgts.
Monroe Twp.
Harrison Twp.
Logan Twp.
Rowan University

Inv. Gary Krohn
Det. Dan Riggins
Det. Dave Marro
Det. Marie Frye
Det. Siobhan McClintock

On-Loan Officers: In the past, the Gloucester County Gangs, Guns, and Narcotics Task Force has been the host for officers "On Loan" to the Task Force from various municipalities. The "On Loan" officers' length of stay with the Gloucester County Gangs, Guns, and Narcotics Task Force may vary from six months to one year. Several of the Municipal Liaison Officers were previously "On Loan" to the Task Force. The experience gained while assigned to the Task Force is extremely beneficial to the officer, their agency, and the Task Force. We currently have two "On Loan" officers assigned to the Task Force. Several other municipalities have expressed a recent interest in assigning officers to the Gloucester County Gangs, Guns, and Narcotics Task Force.

EVALUATION

The Gloucester County Gangs, Guns, and Narcotics Task Force will submit quarterly programmatic progress reports as requested to the Division of Criminal Justice. The Gangs, Guns, and Narcotics Task Force will also implement a county-wide protocol involving law enforcement, county correctional institutions, and the schools to track violent crime and gang-related activities and report the data to the Gangs, Guns, and Narcotics Task Force for threat assessment purposes and planning. The Gangs, Guns, and Narcotics Task Force will meet periodically to coordinate additional data collection and analysis; information which will be used to plan proactive and reactive law enforcement operations in support of lowering violent crime and gang-related activity and improving the quality of life for all Gloucester County residents. In addition, there will be cooperative interaction with the Statewide Gangs, Guns and Narcotics Task Force to evaluate data through evaluation forms and quarterly narrative and quantitative reports.

Applicants must submit a Budget Detail Form detailing how both the requested grant funds and the match, if applicable, will be used to implement the project. All costs must be itemized and the calculations used to determine the total project amounts must be shown.
 Applicants must submit a separate Budget Narrative explaining costs listed on the Budget Detail Form. The narrative must include a justification and the computation for each cost element listed that will be charged to the project.

Refer to applicable Program Administration and Funding Guidelines for information on the Budget Detail Form and Budget Narrative.

Applicant: County of Gloucester

Grant No: JAG 1-8TF-13

Budget Detail Form

COST ELEMENT

A. Personnel

1. Salaries and Wages

List each name and position

	Show % of time or number of hours spent on project to be funded with grant and match funds	Annual Salary <u>or</u> Hourly Rate	Grant Funds	Match	Project Total
Charles Landi/Sergeant		\$111,632	\$18,000		\$18,000
Patrick Goggin/Detective		\$101,610	\$19,446		\$19,446
Paul S. Colangelo/Sr. Asst. Pros.		\$101,378	\$18,000		\$18,000
Suzanne Wozniak/Paralegal		\$62,484	\$2,234		\$2,234
Michelle Mingin/Paralegal		\$66,866	\$2,234		\$2,234
Nancy Perez/Legal Secretary		\$53,052	\$4,000		\$4,000
Detective overtime (on-loan officers and/or detectives assigned to GNTF project)		\$12,000	\$12,000		\$12,000

SUB-TOTAL SALARIES AND WAGES		\$75,914	\$0	\$75,914
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Applicant: County of Gloucester

Grant No: JAG 1-8TF-13

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, Disability) List name and position	Grant Funds	Match	Project Total

SUB-TOTAL FRINGE BENEFITS	\$0	\$0	\$0
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TOTAL SALARIES, WAGES AND FRINGE	\$75,914	\$0	\$75,914
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Applicant: County of Gloucester

Grant No.: JAG 1-8TF-13

Budget Detail Form

COST ELEMENT				Grant Funds	Match	Project Total
B. Purchase of Services						
Name of Provider	Contracted Services Provided/ Seminar Registration/ Costs for professional services	Unit Cost/ Hourly Rate	Units/ Project Hours			
(e.g., cell phone service)						
TOTAL PURCHASE OF SERVICES				\$0	\$0	\$0

C. Travel, Transportation, Subsistence (show food costs related to travel only)			Grant Funds	Match	Project Total
Purpose / Location	Item (e.g., # of Miles)	Computation (e.g., \$.31 per Mile)			
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE			\$0	\$0	\$0

Applicant: County of Gloucester

Grant No: JAG 1-8TF-18

Budget Detail Form

COST ELEMENT	Grant Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
TOTAL CONSUMABLE SUPPLIES	\$0	\$0	\$0

	Grant Funds	Match	Project Total
E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)			
Rent (in budget narrative, indicate square footage and cost per square foot)			
Utilities (in budget narrative, specify utility)			
Telephone (land line)			
Other (specify)			
Other (specify)			
Other (specify)			
TOTAL FACILITIES	\$0	\$0	\$0

Applicant: County of Gloucester

Budget Detail Form

Grant No.
JAG 1-8TF-13

COST ELEMENT	Grant Funds	Match	Project Total
F. Equipment (List and explain in attached budget narrative; calculate per unit cost)			
TOTAL EQUIPMENT	\$0	\$0	\$0

G. Indirect Cost Rate (State Agencies Only)	Grant Funds	Match	Project Total
TOTAL INDIRECT COST			
TOTAL PROJECT COST	\$75,914	\$0	\$75,914

BUDGET NARRATIVE
COUNTY GANG, GUN AND NARCOTICS TASK FORCES
JAG 1-8TF-13
July 1, 2014 – June 30, 2015

A. SALARIES & WAGES

Regular Pay

To partially fund salaries for six (6) members of the unit staff; one assistant prosecutor, two detectives and three support staff. Salaries for these employees are based upon CWA and PBA contracts.

<u>Employee</u>	<u>Annual Salary</u>	<u>State Funds</u>
Sergeant C. Landi	\$111,632	\$18,000
Det. Patrick Goggin	\$101,610	\$19,446
Sr. A/P P. Colangelo	\$101,378	\$18,000
Paralegal Specialist Suzanne Wozniak	\$62,484	\$2,234
Paralegal Specialist Michelle Mingin	\$66,866	\$2,234
Legal Secretary N. Perez	\$53,052	<u>\$4,000</u>
Subtotal		\$63,914

Overtime

To reimburse municipal police departments for overtime incurred by their “on loan” officers that are participating with our Multi-jurisdictional Gang, Gun, and Narcotics Task Forces. Municipalities are reimbursed at their normal overtime rate. Any remaining funds will be used to reimburse overtime incurred by the above employees at their normal overtime rate. The approximate average overtime rate is \$80 @ approximately 150 hours of overtime. Overtime worked varies depending upon ongoing investigations.

Subtotal	\$12,000
Total	\$75,914

STATE OF NEW JERSEY

**EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM**

LOCAL AGENCY GRANT PROGRAM



PART II

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

October 2013



STATE OF NEW JERSEY

EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM

LOCAL AGENCY GRANT PROGRAM

PART II

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

APPLICATION AUTHORIZATION

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

Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces

for a federal subgrant in the approximate amount of \$ _____^{75,914}, with the Subgrantee providing a match of \$ _____⁰ (if applicable), for an approximate total project cost of \$ _____^{75,914}.

This application consists of the following required documents:

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

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

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

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

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

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

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

Count of Gloucester

Grant # JAG 1-8TF-13

Subgrantee

Freeholder Director

Signature of Authorized Official

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

Robert M. Damminger

Printed Name of Authorized Official

Signature of Project Director

Danielle LoRusso

Printed Name of Project Director

Date

[rev'd 01/2013]

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: County of Gloucester		DUNS Number: 957362247	
Address: 2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096			
Grant Title: MJGGNTF	Grant Number: JAG 1-8TF-13	Award Amount:	\$75,914
Name and Title of Contact Person: Robert N. DiLella, Clerk of the Board			
Telephone Number: 856-853-3271	E-Mail Address: rdilella@co.gloucester.nj.us		

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
 Recipient is an Indian tribe.
 Recipient is a medical institution.
 Recipient is a nonprofit organization.
 Recipient is an educational institution.
 Recipient is receiving an award less than \$25,000.

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

Print or Type Name and Title _____ Signature _____ Date _____

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

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

I, Robert M. Damminger [responsible official],
 certify that County of Gloucester [recipient],
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
 \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
 twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
 federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
 Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
 Clerk of the Board [organization],
 2 South Broad Street, Woodbury, NJ 08096 [address].

Robert M. Damminger, Freeholder Dir.
 Print or Type Name and Title _____ Signature _____ Date _____

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title _____ Signature _____ Date _____

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

FEDERAL GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

Federal Assurances

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

principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-26.

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

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

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

trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.

17. Recipient will comply (and will require any Subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations). the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).
18. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced above.
19. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.

20. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), The Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
21. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by OJP's Office for Civil Rights is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
22. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
23. As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
24. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and DCJ.
25. The Subgrantee agrees that DOJ, and its agencies, L&PS, and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a Subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any

work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

26. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.
27. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
28. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
29. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles.
30. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.
31. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
32. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity,

or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

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

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

33. Pursuant to Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients of federal funds to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
34. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), Office of Justice Programs, *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing and satisfy any state requirements on matching and cost sharing.
35. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
36. The Subgrantee agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>.)
37. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$56.25 per hour or \$450 per 8-hour day, compensation for all consultants and speakers will comply with the OJP Financial Guide, Cost Requiring Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$450 per day the Subgrantee will receive written approval from DCJ.
38. The Subgrantee agrees that all equipment purchased under the subgrant will be tagged and properly inventoried to reflect use of federal funds. The Subgrantee agrees to maintain an

inventory list consistent with federal requirements for all equipment purchased or leased with grant funds and listing the date of delivery.

39. Subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The details of subgrantee recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm>. A Subgrantee may not receive a subaward unless it has provided a DUNS number.
40. Subgrantee agrees that it cannot use federal funds in any contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.

State Conditions

41. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
42. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Subgrantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Subgrantee may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
43. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from state and/or federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a

commitment by L&PS to expend funds beyond the termination date set in the grant agreement.

44. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
45. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
46. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
47. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
48. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP Financial Guide, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
49. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to OJP Financial Guide, Allowable

Costs, and State Circular Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

50. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
51. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
52. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, the L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other state agencies until the required reports have been submitted.
53. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
54. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via Division of Criminal Justice (DCJ) Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period.

[13JAG General Conditions Local rev'd 10-2013]

This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.

- d. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
55. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
56. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
57. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
58. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

59. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, the L&PS shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
60. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
 - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
 - i. Payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Additional project monitoring.
 - v. Requiring the Grantee to obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
61. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an

unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

62. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
63. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
64. The Subgrantee agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB and the OJP Financial Guide, Food and Beverage, when using subgrant funds to purchase food, beverages and refreshments for project activities.
65. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
66. Subgrantee agrees to submit a written request to DCJ and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subgrantee's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 12-14-OMB. Exceptions to this policy may be considered on a case by case basis when justified by extenuating circumstances. A Subgrantee seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
67. The Subgrantee shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. DCJ reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subgrant funds. The Subgrantee agrees to include in any contract with a subcontractor/vendor and make binding on both the Subgrantee and any of its subcontractors/vendors the following conditions:
 - a. A timekeeping system requirement as specified above.
 - b. The hourly rate for certified providers will be based on experience and comparable rates for field of service. All rates must be pre-approved by DCJ.

- c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid), with appropriate monitoring, oversight, and authority. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by DCJ.

- 68. For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subgrantee agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

- 69. The Subgrantee agrees that overtime expenses must be directly related to approved subgrant activities. Monthly overtime charges to the subgrant must be reported on the DCJ Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

- 70. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subgrant award.

- 71. The Subgrantee's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

CERTIFICATION

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

County of Gloucester

Grant # JAG 1-8TF-13

Subgrantee

Freeholder Director

Signature of Authorized Official

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

Robert M. Damminger

Printed Name of Authorized Official

Date

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

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

1. LOBBYING

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

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

1. Grantee Name and Address:

County of Gloucester

2 South Broad Street, P.O. Box 337, Woodbury, NJ 08096

2. Application Number and/or Project Name:

JAG 1-8TF-13 / Multi-Jurisdictional Gang, Gun, and Narcotics Task Forces

3. Grantee IRS/Vendor Number 216000660

4. Type/Print Name and Title of Authorized Representative

Robert M. Damminger / Freeholder Director

5. Signature

6. Date

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

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

SAMPLE
RESOLUTION OF PARTICIPATION

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

WHEREAS, the County of Gloucester wishes to apply for
Applicant's Unit of Government/Non Profit Organization
funding of approximately \$ 75,914 with a match of \$ 0 (if applicable) for an approximate
project total cost of \$ 75,914 for a project under the State of New Jersey MJGGNTF
Fill In Name of Program
Grant Program, and

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

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

THEREFORE, BE IT RESOLVED by the Gloucester County Board of Chosen Freeholders that
Applicant's Governing Body/Board of Directors

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

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

SAMPLE

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the Gloucester County Board of Chosen Freeholders _____ held on the

Applicant's Governing Body/Board of Directors

3rd _____ day of September _____, 20¹⁴ and duly

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

DATED this 3rd _____ day of September _____, 20¹⁴

SEAL

Clerk of the Board

Signature of Certifying Officer

**Title of Certifying Officer/
Chairperson, Board of Directors**

Robert N. DiLella

Name of Certifying Officer

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: County of Gloucester
2. City: Woodbury 3. State: NJ 4. Zip + 4 08096-4606
(www.usps.com/zip4/)
5. Congressional District (Agency main office) (2 digits) (01 – 13): 01 6. County: Gloucester
(<http://www.govtrack.us/congress/findyourreps.xpd>)
7. DUNS number (<http://www.dnb.com/us/>) (9 digits): 957362247

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

City: _____ State: _____ Zip + 4 _____

Congressional District (2 digits) (01 – 13): _____ County: _____

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

If No, please explain: _____

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

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

11. Signature of Agency Representative: _____

To be completed by Division/SubGrantor:

1. Amount of Award: _____ 2. Federal: _____ 3. Match or State Share: _____
4. Award Title: _____
5. Award Number: _____
6. Transaction Type: _____ 7. CFDA Number: _____
8. Program Source: _____