

**FINAL AGENDA**

6:30 P.M. Wednesday, September 7, 2016

Call to Order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to Agenda

Approval of the regular and closed meeting minutes from August 17, 2016.

P-1 Proclamation Welcoming Home Lieutenant Colonel John Chovanes **(To be presented)** (Chila)

**INTRODUCTION**

**REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2009B, DATED OCTOBER 15, 2009; AUTHORIZING THE ISSUANCE OF UP TO \$23,500,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.**

The Refunding Bond Ordinance authorizes the refunding of the County's General Obligation Bonds, Series 2009B, to result in interest cost savings to the County. **The public hearing and adoption for this Bond Ordinance will be at the September 21, 2016 Freeholder meeting.**

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 A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM CAPTIONED ROBERT HOCHSWINDER v. COUNTY OF GLOUCESTER.**

The general nature of the subject to be discussed at the closed meeting of September 7, 2016, shall be the status and possible settlement of the above workers' compensation claims, C.P. Nos. 2010-14401 and 2010-14399. The Petitioner, Robert Hochswinder is represented by Al Vitarelli, Esquire and Gloucester County is represented by Prudence M. Higbee, Esquire.

**A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- HOUSING PRESERVATION GRANT - \$26,021.00 - These funds will be utilized for owner occupied rehabilitation activities that benefit individuals/households with income below the 50% of the area median income. It is estimated that five homes will be rehabilitated with these funds.
- TRANSIT SUPPORT PROGRAM - \$38,680.00 - The purpose of this grant is to improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program. The program allows staff to provide comments and recommendations for improvements to the transit network and gives the County a voice when determining future transit improvements or changes.
- REGIONAL GIS IMPLEMENTATION AND COORDINATION PROGRAM - \$30,000.00 - These funds will be used to continue Gloucester County's participation in the development of the Regional GIS Implementation and Coordination Program. Work will include the development of transportation network geography, database elements and data sharing. This grant will reimburse for staff time, fringes and software upgrades.
- SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM - \$39,100.00 - This grant covers a portion of the salaries of several members of the Planning staff. Their work will involve the DVRPC 2040 long range plan as well as the Transportation Improvement Program projects throughout the County. Also included in the grant activities will be data management functions such as traffic counts and county road easements.
- HUD CDBG/HOME INVESTMENT PARTNERSHIP - \$1,692,272.00 - The primary objective of this grant is to continue the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income.

**A-3 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE LITIGATION MATTER ENTITLED AARON SHEPPARD v. GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONS, ET AL.**

An action asserted against the Gloucester County Department of Corrections was brought by inmate Aaron Sheppard and filed in District Court as Civil No. 11-2398-NLH-KMW. The Plaintiff alleged personal injuries received while housed at the County awaiting a court appearance. The County admits no liability and no liability has been found; however, defense counsel has represented that settlement of the claim would be the most cost-effective disposition of the matter. This Resolution will authorize full and final settlement in the amount of \$25,000.00 to avoid continuing litigation and further expense. The matter was discussed in closed session on August 17, 2016. Plaintiff is represented by Brian R. Zurich of Pepper Hamilton. The County is represented by Paola Kaczynski, Esquire of William J. Ferren & Associates.

**A-4 RESOLUTION APPOINTING LYNN A. MCCLINTOCK, ESQ. AS CUSTODIAN OF RECORDS FOR GLOUCESTER COUNTY.**

This Resolution appoints Lynn A. McClintock, Esq., as the Custodian of Records for the County for the purpose of maintaining public records and acting on requests from the public for public records pursuant to the New Jersey Open Public Records Act.

**A-5 RESOLUTION REAPPOINTING DEPUTY COUNTY ASSESSORS FOR THE COUNTY OF GLOUCESTER.**

Pursuant to the Property Tax Assessment Reform Act, the County of Gloucester requires the positions of Deputy County Assessors for the County of Gloucester. N.J.S.A. 54:1-91(a) provides "the governing body shall appoint Deputy County Assessors as needed"; and, it is in the best interest of the County to reappoint Gerard Mead and Craig Black as the Deputy County Assessors, pursuant to N.J.S.A. 54:1-91, N.J.S.A. 54:1-98 and N.J.A.C. 18:17A-1.3.

**A-6 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.**

The Plaintiff, Gloucester Healthcare Properties v. Deptford Township, Docket Numbers 006167-2012, 002788-2013, represented by Peter J. Zipp, Esquire, of Zipp Tannenbaum & Caccavelli, LLC, filed state tax appeals contesting the assessment on the subject property known as Block 422, Lot 1; and the Plaintiff, Brasscraft Manufacturing Co. v. Logan Township, Docket Numbers 005203-2014, 004519-2015, 006408-2016, represented by Brian A. Fowler, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 2803, Lot 13; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer 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.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES, INC., FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2017, IN AN AMOUNT NOT TO EXCEED \$42,000.00.**

This Resolution awards a Professional Services Contract to Triad Associates, Inc., (1301 W. Forest Grove Road, Vineland, New Jersey 08360) for Planning Consultant Services and Project Implementation Manager to the Gloucester County Community Development Block Grant (CDBG) and HOME Investment Partnership Programs as per RFP 16-038 from September 1, 2015 to August 31, 2016, in an amount not to exceed \$42,000.00. This is a grant funded program.

**C-2 RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A. FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2017 IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

This Resolution awards a Professional Services Contract to Maser Consulting, P.A. (156 Stagecoach Road, Marmora, New Jersey 08223), for Inspection/Engineering Services to the Gloucester County Owner-Occupied Rehabilitation Program as per RFP 16-039. Maser Consulting, P.A. will provide and make available to the Department of Public Works-Planning Division site inspections, work write-ups in bid spec format, photos and construction administration. The Owner Occupied Rehabilitation Program provides direct financial assistance to low and moderate income households for housing rehabilitation. The Professional Services Contract will be in an amount not to exceed \$50,000.00 from September 1, 2016 to August 31, 2017. This is a grant funded program.

**C-3 RESOLUTION AUTHORIZING A TEN YEAR SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY TO MANAGE A TENANT BASED RENTAL ASSISTANCE PROGRAM FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2026.**

This Resolution authorizes a Shared Services Agreement with the Housing Authority of Gloucester County (HAGC) for the Management of a Tenant Based Rental Assistance Program for Gloucester County residents currently receiving or eligible to receive Section 8 housing vouchers. The Agreement is from September 1, 2016 to August 31, 2026. The County, through its Board of Social Services, utilizing the Community Development Block Grant/HOME Program, seeks to enter into an agreement whereby it will send eligible clients to the HAGC who will locate affordable housing for these clients. The HOME Investment Partnership Program Funds will then pay the rent subsidies of these clients until Section 8 vouchers become available. The Agreement shall be for an amount not to \$100,000.00 for the first year, from September 1, 2016 to August 31, 2017. Future compensation will be based on available funding each year and incorporated into the Agreement by an annual Addendum. This is a grant funded program.

**C-4 RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN 2017 VEHICLES INSTEAD OF THE 2016 VERSIONS AT NO ADDITIONAL COST.**

On June 1, 2016 and June 15, 2016 the County authorized the purchase of six 2016 vehicles via State contracts for use by the Departments of Buildings and Grounds, Emergency Response, Land Preservation, Superintendent of Elections and Public Works-Mosquito Control Division from Beyer Ford, DFFLM, LLC., and Winner Ford. The dealerships were unable to supply the vehicles at the time for delivery. This Resolution authorizes the execution of any related documents necessary to purchase the 2017 versions of these vehicles. All other terms and conditions, including the price of the vehicles and specifications remain the same.

**C-5 RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2017 FORD FUSION VEHICLES FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR \$34,800.00.**

This Resolution will authorize the purchase of two (2) Ford Fusion vehicles, white, S manufacture body code: POG with 100A package from Hertrich Fleet Services, Inc. of 1427 Bay Road, Milford, DE 19963 through State contract #A86922 for use by the Division of Fleet Management for \$34,800.00. CAF #16-07290 was obtained to certify the availability of funds.

**C-6 RESOLUTION AUTHORIZING THE PURCHASE OF FOUR 2017 FORD FOCUS VEHICLES FROM WINNER FORD THROUGH STATE CONTRACT FOR \$58,616.00.**

This Resolution authorizes the purchase of Four (4) 2017 Ford Focus vehicles, 4-door, manufacturer's body code with 100A package including A/C and anti-lock braking system and 425 (50 state emissions) fuel engine, 44W 6-speed automatic through State contract #A86921 from Winner Ford. Each vehicle will cost \$14,654.00, resulting in a total purchase amount of \$58,616.00. N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract. The vehicles will be utilized by the County's Department of Public Works/Division of Fleet Management. CAF #16-07191 was obtained to certify funds.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**E-1 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY JOSEPH C. FLAHERTY AND CAMILLE FLAHERTY FOR \$220,627.30.**

This Resolution authorizes the purchase of the development rights on properties in the Township of Franklin, known as Block 1101, Lot 40, owned by Joseph C. Flaherty and Camille Flaherty, as per the application made to the Gloucester County Farmland Preservation Program by the same. This Resolution deals with the items necessary in order to commence settlement to acquire the development easements on the property (signing of the agreement of sale, deed of easement, etc.), which is expected to occur in the next month. The acquisition of the said development rights is based on a value of \$3,700.00 per acre, which was determined as per two appraisals completed by two State-certified appraisers. The property, which is 59.629 acres in size, is also eligible for an estimated 60% reimbursement from the State Agriculture Development Committee for the settlement costs in the County's next Farmland Preservation funding round. The cost of the associated appraisal services regarding the said acquisition was \$3,100.00 for Steven Bartelt, MAI and \$3,000.00 for R.W. Frankenfield Associates. This property is contiguous to more than 240 acres of previously preserved farmland and is in close proximity to more than 500 acres of previously preserved farmland and open space. CAF# 16-07397 was obtained to certify funds.

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**F-1 RESOLUTION AUTHORIZING THE PURCHASE OF A KUBOTA TRACTOR, SNOWEX SPREADER AND BOSS STRAIGHT BLADE FROM CHERRY VALLEY TRACTOR SALES FOR \$17,219.93.**

This Resolution authorizes the purchase of a Kubota Tractor RTV-X1120DW-HS, Snowex SP100 Spreader and Boss 72" Straight Blade from Cherry Valley Tractor Sales, 35 Route 70 West, Marlton, NJ 08053-3009 at a cost of \$17,219.93.00, for use by the Department of Parks & Recreation, per bid specification PD-016-036. CAF# 16-07078 was obtained to certify funds.

**F-2 RESOLUTION APPROVING AND IMPLEMENTING A SECTION OF THE DEPARTMENT OF CORRECTIONS POLICIES AND PROCEDURES MANUAL REGARDING BODY WORN CAMERAS.**

This Resolution approves the implementation of Department of Corrections Policy: Section 4: Custody and Security; Number 447; Body Worn Camera (BWC). The purpose of Policy is to establish guidelines for the proper and lawful operation of Body Worn Camera audio/video camera systems worn by members of the County Department of Corrections and to define the media storage and retention system for the events recorded by the devices.

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

**G-1 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY PARTNERSHIP TO PREVENT CHILD SEXUAL ABUSE FOR THE ENOUGH ABUSE CAMPAIGN GRANT IN THE AMOUNT OF \$3,000.00, FROM JULY 1, 2016 TO JUNE 30, 2017.**

The \$3,000.00 grant is to mobilize efforts to educate the community on child sexual abuse. The County is applying for the grant to assist the Human Services Advisory Council Committee on Missing and Abused (COMA) with funding additional community education partnerships with non-profit agencies, family success centers, or municipalities. The funds will be used to assist these factions within the County on recognizing the signs and symptoms of child sexual abuse.

**G-2 RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION TO NJ TRANSIT FOR THE FFY' 2014 SECTION 5310 GRANT, WITH FUNDING FOR VEHICLE PROJECT, MOBILITY MANAGEMENT PROJECT AND OPERATING PROJECT, FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.**

Notice of Inclusion was made to receive FFY' 2014 Section 5310 grant funds for Vehicle Project, Mobility Management Project and Operating Project. The Capital request, '**Vehicle Project**' will be for the lease of two vehicles; one Standard Cutaway with two w/c positions and one Minibus with one w/c position. Gloucester County DTS has also been initially approved for a '**Mobility Management Project**', specifically for vehicle fleet camera project 80% FTA (\$57,791.00) and 20% Local Share (\$14,447.75), and '**Operating Project**' for additional funding 50% FTA (\$200,000.00) and 50% Local Share (\$200,000.00) for monetary replacement of former New Freedom grant and to compensate for continuing declines in annual SCDRTAP grant. Final FTA approval is required before receiving this grant. This Section 5310 application will help provide demand-responsive, subscription and flexible fixed route transportation for various transportation appointments to low-income, elderly and disabled residents.

**G-3 RESOLUTION APPROVING THE GLOUCESTER COUNTY YOUTH SERVICE COMMISSION PROPOSED BYLAWS MODIFIED TO INCORPORATE NEW JERSEY JUVENILE JUSTICE COMMISSION N.J.A.C. TITLE 13. LAW AND PUBLIC SAFETY CHAPTER 90.**

Resolution Approving the Gloucester County Youth Services Commission proposed Bylaw modified to incorporate New Jersey Juvenile Justice Commission N.J.A.C. Title 13. Law and Public Safety Chapter 90 as revised and readopted December 7, 2015.

Old Business

New Business

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

Adjournment

**MINUTES**

6:30 p.m. Wednesday, August 17, 2016

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	
Jefferson		X
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from August 3, 2016

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

Comments: N/A

50023A Presentation of the NJAC/PSEG and NJAC/Investors Bank Scholarship Awards to local recipients, Ryan Toole; Kassandra Dobson; and Rebecca Kwiecien. Presented (Simmons)

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		
Jefferson					
Damminger			X		

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER CHILA

**50024 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF AARON SHEPPARD v. COUNTY OF GLOUCESTER, ET AL, CIVIL NO. 11-2398.**

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

Comments: Closed session convened at 6:40 p.m. and concluded at 7:01 p.m.

**50025 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 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		
Jefferson					
Damminger			X		

Comments: N/A

**50026 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST, 2016.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		16-06433; 16-05408; 16-06286
Christy			X		
DiMarco			X		
Simmons		X	X		
Jefferson					
Damminger			X		

Comments: N/A

**50027 RESOLUTION APPOINTING MEMBERS TO THE GLOUCESTER COUNTY MENTAL HEALTH BOARD.**

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

Comments: N/A

**50028 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.**

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

Comments: N/A

**50029 RESOLUTION AUTHORIZING A CONTRACT WITH STORAGE ENGINE, INC. FOR ANNUAL LICENSE FEES AND MAINTENANCE FROM AUGUST 20, 2016 TO AUGUST 19, 2017 FOR \$30,276.00.**

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

Comments: N/A

**50030 RESOLUTION AUTHORIZING A CONTRACT WITH COMM SOLUTIONS FOR THE NIMBLE STORAGE AREA NETWORK FROM OCTOBER 3, 2016 TO OCTOBER 2, 2017 FOR \$9,584.40.**

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

Comments: N/A

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**50031 RESOLUTION APPROVING AND ADOPTING AN UPDATED VERSION OF THE MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.**

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

Comments: N/A

**50032 RESOLUTION ACCEPTING THE FM GLOBAL FIRE PREVENTION GRANT IN THE AMOUNT OF \$1,725.00.**

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

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**50033 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR \$1,500,000.00.**

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

Comments: N/A

**50034 RESOLUTION AUTHORIZING AMENDMENT TO CONTRACT WITH CONSULTING ENGINEER SERVICES.**

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

Comments: N/A

**50035 RESOLUTION AUTHORIZING A CONTRACT WITH A&A TRUCK PARTS, INC. d/b/a A&A IRON AND METALS FOR THE REMOVAL AND DISPOSAL OF SCRAP METAL FROM AUGUST 18, 2016 TO AUGUST 17, 2018 AT NO COST TO COUNTY.**

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

Comments: N/A

**50036 RESOLUTION AUTHORIZING AGREEMENTS WITH SIX NON PROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS USING PROGRAM YEAR 2016 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2017.**

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

Comments: N/A

**50037 RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED TO THE FORMAL APPLICATION FOR THE USDA HOUSING PRESERVATION GRANT PROGRAM IN THE AMENDED AMOUNT OF \$26,021.00.**

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

Comments: N/A

**50038 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 17-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$60,375.00 FOR THE FISCAL YEAR 2017 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.**

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

Comments: N/A

**50039 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 17-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2017 TRANSIT SUPPORT PROGRAM.**

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

Comments: N/A

**50040 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 17-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2017 REGIONAL GIS PROGRAM.**

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

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &  
LAND PRESERVATION

FREEHOLDER DIMARCO  
FREEHOLDER CHILA

**50041 RESOLUTION AUTHORIZING RENEWAL OF A SHARED SERVICES AGREEMENT WITH ROWAN UNIVERSITY FOR FUNDING OF THE MEGAN M. GIORDANO FELLOWSHIP FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2017 WITH TOTAL COST TO COUNTY OF \$47,803.00.**

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

Comments: N/A

**DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**50042 RESOLUTION AUTHORIZING THE PURCHASE OF ONE BOOMER 37 NEW HOLLAND TRACTOR FROM PEACH COUNTRY TRACTOR FOR \$23,974.00.**

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

Comments: N/A

**50043 RESOLUTION AUTHORIZING THE PURCHASE OF UNIFORMS AND SUPPLIES FOR THE SHERIFF'S OFFICE FROM LAWMEN SUPPLY COMPANY OF NJ, INC. THROUGH STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$75,000.00.**

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

Comments: N/A

**50044 RESOLUTION AUTHORIZING AN APPLICATION WITH THE STATE DIVISION OF CRIMINAL JUSTICE FOR THE 2016 BODY ARMOR REPLACEMENT GRANT.**

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

Comments: N/A

**50045 RESOLUTION AUTHORIZING EXECUTION OF THE FY 2017 IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE STATE DIVISION OF FAMILY DEVELOPMENT FOR**

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

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

FREEHOLDER JEFFERSON  
FREEHOLDER BARNES

**50046 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN UNIVERSITY FOR A DIETETIC INTERNSHIP PROGRAM FROM AUGUST 1, 2016 TO AUGUST 31, 2026.**

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

Comments: N/A

**50047 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2017 PLAN UPDATE AND AUTHORIZING THE COUNTY TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, AND FAMILY COURT FUNDS TOTALING \$557,805.00.**

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

Comments: N/A

**50048 RESOLUTION ENDORSING THE COUNTY COUNCIL ON JUVENILE JUSTICE SYSTEM IMPROVEMENT & YOUTH SERVICES COMMISSION'S 2016 JUVENILE DETENTION ALTERNATIVE INITIATIVE (JDAI) INNOVATIONS PROPOSALS AND AUTHORIZING THE COUNTY OF GLOUCESTER TO APPLY TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR INNOVATIONS GRANT FUNDING OF \$124,000.00.**

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

Comments: N/A

**50049 RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNSHIP OF DEPTFORD, ELK/FRANKLIN TOWNSHIP, BOROUGH OF GLASSBORO, MANTUA/HARRISON TOWNSHIP, MONROE TOWNSHIP, WASHINGTON TOWNSHIP, AND WEST DEPTFORD TOWNSHIP FOR THE PROVISION OF THE MUNICIPAL ALLIANCE DRUG AND ALCOHOL PREVENTION SERVICES FROM JULY 1, 2016 TO JUNE 30, 2017.**

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment

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

Comments: N/A

Time: 7:15 PM

# WELCOME HOME

## Lt. Colonel John Chovanes

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and Welcome Home **Lieutenant Colonel John Chovanes**, United States Army Reserve Medical Corps from his fourth deployment in the Middle East, this latest from Iraq where he was assigned 948<sup>th</sup> Surgical Team in Fallujah, Iraq; and

**WHEREAS**, **Lieutenant Colonel Chovanes** served with distinction during multiple deployments including: from November 2007 to February 2008, as a Trauma Surgeon with the 325<sup>th</sup> Combat Support Hospital, Contingency Operating Base Speicher, Tikrit, Iraq; September 2010 to January 2011 serving as Deputy Commander for Clinical Services, 344<sup>th</sup> Combat Support Hospital, Forward Operating Base Salerno, Khowst, Afghanistan; and from February 2011 to May 2012 as Deputy Commander for Clinical Services, 94<sup>th</sup> Combat Support Hospital, Forward Operating Base Salerno, Khowst, Afghanistan where he was responsible for all clinical aspects of the forward surgical team; and

**WHEREAS**, having served with honor and distinction, **Lieutenant Colonel Chovanes'** awards and citations include the ***Soldiers Medal*** awarded from the United States Army for Heroism, in recognition of his rescue of Patrolman John McLaughlin on September 11, 2001, at the World Trade Center; the ***Army Commendation Medal*** for Meritorious Service for the successful surgical removal of an unexploded rifle propelled grenade lodged in a US Solider, Tikrit Iraq; the ***Army Achievement Medal***, the ***Army Reserve Component Achievement Medal***, the ***National Defense Medal***, the ***Afghanistan Campaign Medal***, the ***Iraq Campaign Medal***, and the ***Global War on Terrorism Service Medal***; and

**WHEREAS**, in his civilian life, **Lieutenant Colonel Chovanes** serves as a highly respected trauma surgeon at Cooper University Hospital in Camden, New Jersey and as a Cooper Trauma Center staff surgeon in which capacity he serves the residents of Gloucester County as a member of the team of physicians that act as Medical Director for Gloucester County Emergency Medical Services; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2016 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons **are honored to welcome home Lieutenant Colonel John Chovanes and extend our heartfelt thanks for his personal sacrifice in the service to our country. Lieutenant Colonel Chovanes' heroism, medical leadership and clinical skills have saved the lives of scores of American service men and women and reflect great credit on himself and all medical professionals serving their country in the United States Army Reserve Medical Corps.**

**IN WITNESS WHEREOF**, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7<sup>th</sup> day of September, 2016.

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**Robert M. Damminger**  
Freeholder Director

---

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

---

**Lyman Barnes**  
Freeholder

---

**Daniel Christy**  
Freeholder

---

**Frank J. DiMarco**  
Freeholder

---

**James B. Jefferson**  
Freeholder

---

**Heather Simmons**  
Freeholder

Attest: \_\_\_\_\_  
**Chad M. Bruner**  
Administrator/Clerk of the Board

COUNTY OF GLOUCESTER, NEW JERSEY

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

REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2009B, DATED OCTOBER 15, 2009; AUTHORIZING THE ISSUANCE OF UP TO \$23,500,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

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

**Section 1.** The County of Gloucester, New Jersey ("County"), is hereby authorized to refund up to all of its outstanding callable General Obligation Bonds, Series 2009B, dated October 15, 2009, in the aggregate principal amount of \$21,010,000, and maturing as follows (collectively, the "Callable Bonds"):

<u>Maturity Date</u>	<u>Principal Amount</u>
October 15, 2020	\$1,725,000
October 15, 2021	1,800,000
October 15, 2022	1,880,000
October 15, 2023	1,960,000
October 15, 2024	2,045,000
October 15, 2025	2,130,000
October 15, 2026	2,220,000
October 15, 2027	2,325,000
October 15, 2028	2,425,000
October 15, 2029	2,500,000

The exact principal amount of Callable Bonds to be refunded (which may be less than all of the Callable Bonds) shall be determined pursuant to a resolution adopted by the Board by not less than two-thirds of all the members thereof.

**Section 2.** To effectuate the refunding of up to all of the Callable Bonds, negotiable general obligation refunding bonds of the County are hereby authorized to be issued in one or more series in an aggregate principal amount not to exceed \$23,500,000 ("Refunding Bonds"), pursuant to the Local Bond Law. The exact principal amount of Refunding Bonds to be issued and terms thereof shall be determined pursuant to a resolution adopted by the Board by not less than two-thirds of all the members thereof.

**Section 3.** An aggregate amount not exceeding \$250,000 for the items of expense listed in and permitted by Section 51.b. of the Local Bond Law, N.J.S.A. 40A:2-51.b., has been included in the aggregate principal amount of the Refunding Bonds authorized herein.

**Section 4.** The purpose of the Refunding Bonds is to effect an interest cost savings for the County.

**Section 5.** Each Refunding Bond authorized herein shall be designated, substantially, "County of Gloucester, New Jersey, General Obligation Refunding Bond, Series 201\_" and shall be in the form prescribed and permitted by the Local Bond Law, as Bond Counsel may advise, and as the County shall approve.

**Section 6.** The Refunding Bonds may be sold at public or private sale pursuant to a resolution of the Board adopted by not less than two-thirds of the full members thereof.

**Section 7.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board prior to the passage of this refunding bond ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey.

**Section 8.** A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the County Treasurer as to the outstanding indebtedness to be refunded by the issuance of the Refunding Bonds.

**Section 9.** This refunding bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

**Date of Introduction: September 7, 2016**

**Date of Adoption: September 21, 2016**

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS  
THE STATUS OF AND POSSIBLE SETTLEMENT OF  
ROBERT HOCHSWINDER v. COUNTY OF GLOUCESTER**

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

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

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

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

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

1. The Board of Chosen Freeholders of the County Gloucester shall hold a closed meeting, from which the public shall be excluded, on *September 7, 2016*.
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the workers' compensation matter entitled Hochswinder v. Gloucester County, C.P. Nos. 2010-14399 and 2010-14401.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

AZ

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2016 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 2016 as follows:

- (1) The sum of **\$26,021.00**, which item is now available as a revenue from the United States Department of Agriculture, Rural Development Housing Preservation Grant, to be appropriated under the caption of the United States Department of Agriculture, Rural Development Housing Preservation Grant - Other Expenses;
- (2) The sum of **\$38,680.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Transit Support Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Transit Support Program - Other Expenses;
- (3) The sum of **\$30,000.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Regional GIS Implementation and Coordination Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Regional GIS Implementation and Coordination Program - Other Expenses;
- (4) The sum of **\$39,100.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Supportive Regional Highway Planning Program - Other Expenses;
- (5) The sum of **\$1,692,272.00**, which item is now available as a revenue from the United States Department of Housing and Urban Development HUD CDBG/Home Investment Partnership, to be appropriated under the caption of the United States Department of Housing and Urban Development HUD CDBG/Home Investment Partnership - Other Expenses.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF  
THE LITIGATION MATTER ENTITLED AARON SHEPPARD v.  
GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONS, ET AL.**

**WHEREAS**, a claim has been asserted against the Gloucester County Department of Corrections and Corrections Officer Jeffrey Zavis by inmate Aaron Sheppard, which case was filed in District Court of New Jersey, Camden, and identified as Civil No. 11-2398-NLH-KMW; and

**WHEREAS**, the claimant alleges that the County and Correctional Officers are responsible for certain personal injuries which allegedly resulted while Plaintiff was held in Gloucester County for a court appearance; and

**WHEREAS**, the County admits no liability in connection with the claim and no liability has been found by any court or arbitrator; and

**WHEREAS**, however, legal counsel for the County has recommended that settlement of the claim would be in the best interest of the County and the most cost effective disposition of the matter.

**WHEREAS**, the County desires to avoid the expense of further litigation and believes that payment to Plaintiff in the amount of \$25,000.00 as full and final payment by the County would be a cost effective resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County admits no liability in connection with the claim and no liability has been found by any court, however payment of \$25,000.00 to Plaintiff is authorized in full and final settlement of any and all claims asserted by Aaron Sheppard; and

**BE IT FURTHER RESOLVED** that the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to the execution of any and all applicable documents they may be required; or in the alternative, that legal counsel on the County's behalf shall be authorized to sign the necessary Stipulation of Dismissal to effectuate the settlement set forth.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**RESOLUTION APPOINTING LYNN A. MCCLINTOCK, ESQ. AS CUSTODIAN OF RECORDS FOR GLOUCESTER COUNTY**

**WHEREAS**, most government records are subject to public access in accordance with the Open Public Records Act, N.J.S.A. 47:1A-1, et seq.; and

**WHEREAS**, it is in the best interest of the citizens of the County to designate a person to receive all requests for copies of documents and information; and

**WHEREAS**, in order to facilitate acting on requests from the public for records or documents as well as to establish an orderly procedure, and to maintain appropriate records, it is necessary to name an individual as "Custodian of Records" to whom all requests for documents or records of the County should be addressed; and

**WHEREAS**, the Board of Chosen Freeholders of the County believes that the appropriate person to whom all requests should be addressed is Lynn A. McClintock, Esq.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board hereby appoints Lynn A. McClintock, Esq. as the Custodian of Records for the County of Gloucester, and is the individual to whom all requests for documents or records for the County should be addressed.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

AS

**RESOLUTION REAPPOINTING DEPUTY COUNTY ASSESSORS  
FOR THE COUNTY OF GLOUCESTER**

**WHEREAS**, the County of Gloucester has the positions of Deputy County Assessors for the County of Gloucester; and

**WHEREAS**, the County wishes to fill the position with qualified and capable individuals; and

**WHEREAS**, N.J.S.A. 54:1-91(a) provides “the governing body shall appoint Deputy County Assessors as needed”; and

**WHEREAS**, it is in the best interest of the County to reappoint Gerard Mead and Craig Black as the Deputy County Assessors, pursuant to N.J.S.A. 54:1-91, N.J.S.A. 54:1-98 and N.J.A.C. 18:17A-1.3.

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

1. Gerard Mead and Craig Black are hereby reappointed as the Deputy County Assessors, pursuant to the Property Tax Assessment Reform Act; and
2. Gerard Mead and Craig Black shall serve as Deputy County Assessors commencing September 1, 2016, which term expires August 31, 2019, pursuant to N.J.S.A. 54:1-91, N.J.S.A. 54:1-98 and N.J.A.C. 18:17A-1.3; and
3. For performing the services of Deputy County Assessors, Gerard Mead and Craig Black shall be paid salaries established by the Board of Chosen Freeholders of the County of Gloucester and modified from time to time as employees’ salaries are considered.
4. Gerard Mead and Craig Black shall perform the duties as described in and subject to the terms and conditions of the Property Tax Assessment Reform Act.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

A-6

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS**

**WHEREAS**, the Plaintiff, Gloucester Healthcare Properties v. Deptford Township, Docket Numbers 006167-2012, 002788-2013, represented by Peter J. Zipp, Esquire, of Zipp Tannenbaum & Caccavelli, LLC, filed state tax appeals contesting the assessment on the subject property known as Block 422, Lot 1; and the Plaintiff, Brasscraft Manufacturing Co. v. Logan Township, Docket Numbers 005203-2014, 004519-2015, 006408-2016, represented by Brian A. Fowler, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 2803, Lot 13; and

**WHEREAS**, pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

**WHEREAS**, 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 by Stipulation of Settlement attached hereto and hereby incorporated; and

**WHEREAS**, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

**Block 422, Lot 1, Gloucester Healthcare Properties v. Deptford Township:**

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2012	\$6,872,300	\$6,872,300
2013	\$6,872,300	\$6,342,000
2014	\$6,872,300	\$6,342,000 *By virtue of Freeze Act
2015	\$6,872,300	\$6,342,000 *By virtue of Freeze Act

**Block 2803, Lot 13, Brasscraft Manufacturing Co. v. Logan Township:**

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2014	\$5,293,700	Withdraw
2015	\$5,293,700	Withdraw
2016	\$5,293,700	\$4,800,000

**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 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER**  
**ADMINISTRATOR/CLERK OF THE BOARD**

Peter J. Zipp, Esq. - Attorney I.D. 022131986  
 Michael J. Caccavelli – Attorney I.D. 032851996  
**ZIPP TANNENBAUM & CACCAVELLI, LLC**  
 280 Raritan Center Parkway  
 Edison, New Jersey 08837  
 (732) 605-1000  
 Attorney for Plaintiff

A-6

GLOUCESTER HEALTHCARE  
 PROPERTIES,

*Plaintiff,*

v.

DEPTFORD TOWNSHIP,

*Defendant.*

**TAX COURT OF NEW JERSEY**

DOCKET NOS.: 006167-2012  
 002788-2013

Civil Action

**STIPULATION OF SETTLEMENT**

Assigned Judge:  
Honorable Patrick DeAlmeida, P.J.T.C.  
 First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment be entered as follows:

Block: 422  
 Lot: 1  
 Street Address: 685 Salina Road  
 Year: 2012

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,780,000	Direct	\$2,780,000
Impvts	<u>\$4,092,300</u>	Appeal	<u>\$4,092,300</u>
Total	\$6,872,300		\$6,872,300

Block: 422  
 Lot: 1  
 Street Address: 685 Salina Road  
 Year: 2013

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,780,000	Direct	\$2,780,000
Impvts	<u>\$4,092,300</u>	Appeal	<u>\$3,562,000</u>
Total	\$6,872,300		\$6,342,000

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) 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 represents to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

4. The Governing Body of Deptford Township intends to appropriate and bond the total amount of the refund due from this settlement, no later than six (6) months from the date of the entry of the Judgment. Statutory interest, pursuant to *N.J.S.A. 54:3-27.2*, having been waived by taxpayer, shall not be paid provided the tax refund is paid within six (6) months of the date of entry of the Tax Court judgment.

5. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year(s) 2014 and 2015, and therefore agree that the provisions of *N.J.S.A. 54:51A-8* (Freeze Act) shall be applicable to and a final disposition of this case and the entire controversy and of any actions pending or hereafter instituted by the parties concerning the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year shall be the basis for application of the Freeze Act for any subsequent year.

6. All refunds as a result of the settlement set forth herein are to be made payable to "Zipp, Tannenbaum & Caccavelli, L.L.C., Attorney Trust Fund" and the taxpayer and forwarded to Zipp, Tannenbaum & Caccavelli, L.L.C., 280 Raritan Center Parkway, Edison, New Jersey 08837.

**ZIPP TANNENBAUM & CACCAVELLI, LLC**

BY:

  
\_\_\_\_\_  
MICHAEL J. CACCAVELLI, ESQ.  
*Attorney for Plaintiff*

**DeCOTIIS FITZPATRICK & COLE, LLP**

Dated:

BY:

\_\_\_\_\_  
MAURICE L. STONE, ESQ.  
*Attorney for Defendant*

Deptford Township

Block 422	Lot 1	Year	Assessment	Reduction	Difference	Total Taxes	County Taxes
		2012		Withdraw			
		2013	6,872,300	6,342,000	530,300	14,207	3,336
		2014	6,872,300	6,342,000	530,300	14,551	3,213
		2015	6,872,300	6,342,000	530,300	14,954	3,357

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER  
 Eric M. Campo, Esquire  
 Assistant County Counsel  
 Attorney Identification No.: 026721998  
 1200 North Delsea Drive – Building A  
 Clayton, New Jersey 08312  
 (856) 307-6425; Fax (856)307-6447

BRASSCRAFT MANUFACTURING CO.	:	TAX COURT OF NEW JERSEY
	:	
Plaintiff,	:	COUNTY OF GLOUCESTER
	:	
v.	:	Docket No.: 005203-2014
	:	004519-2015
	:	006408-2016
	:	
LOGAN TOWNSHIP	:	<i>Civil Action</i>
	:	
Defendant.	:	Honorable Patrick DeAlmeida, P.J.T.C.
	:	
	:	<b>STIPULATION OF SETTLEMENT</b>

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

<b>Block</b> 2803	<b>Lot</b> 13	<b>Unit Qualifier</b>
<b>Street Address</b> 1 Warner Court		<b>Year</b> 2014
	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
<b>Original Assessment</b>		
Land	\$ 686,300	N/A
Improvements	\$4,607,400	WITHDRAW
Total	\$5,293,700	

<b>Block</b> 2803	<b>Lot</b> 13	<b>Unit Qualifier</b>	
<b>Street Address</b> 1 Warner Court		<b>Year</b> 2015	
	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	\$ <u>686,300</u>	N/A	WITHDRAW
Improvements	\$ <u>4,607,400</u>		
Total	\$ <u>5,293,700</u>		

<b>Block</b> 2803	<b>Lot</b> 13	<b>Unit Qualifier</b>	
<b>Street Address</b> 1 Warner Court		<b>Year</b> 2016	
	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	\$ <u>686,300</u>	N/A	\$ <u>686,300</u>
Improvements	\$ <u>4,607,400</u>		\$ <u>4,113,700</u>
Total	\$ <u>5,293,700</u>		\$ <u>4,800,000</u>

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax years 2017 or 2018, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referenced to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
3. 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 Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
4. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

5. Plaintiff shall not file an appeal for tax year 2017 for the subject property except to enforce this settlement.
6. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
7. Based upon the foregoing, the undersigned represent to the 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.
8. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
9. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

GARIPPA, LOTZ & GIANNUARIO

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN A. FOWLER, ESQUIRE  
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: \_\_\_\_\_

\_\_\_\_\_  
ERIC M. CAMPO, ESQUIRE  
Attorney for Office of Assessment

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBYN GLOCKER-HAMMOND, CTA  
County Tax Assessor

LOGAN TOWNSHIP

Block	Lot	Year	Assessment	Reduction	Difference	Total Taxes	County Taxes
2803	13	2014		withdraw			
		2015		withdraw			
		2016	5,293,700	4,800,000	493,700	15,122	3,308

C-1

**RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES, INC.,  
FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2017, IN AN AMOUNT NOT TO  
EXCEED \$42,000.00**

**WHEREAS**, the County of Gloucester requires the services of a Planning Consultant and Project Implementation Manager on various projects for the County's Planning Division and requested proposals via RFP 016-038 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the contract shall be for estimated units of service in an amount not to exceed \$42,000.00 from September 1, 2016 to August 31, 2017 and may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A.40A:11-5(1)(a)(i), in that the subject matter of the contract is for the provision of professional services; and

**WHEREAS**, based on the established criteria, the evaluation concluded that Triad Associates, Inc., with offices at 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, made the most advantageous proposal; and

**WHEREAS**, the Certificate of Availability of Funds has not been issued at this time as this is an open ended contract, which does not obligate the County of Gloucester to make any purchase.

**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 contract with Triad Associates, Inc., for the provision of Planning Consultant and Project Implementation services relative to the Community Development Block Grant and HOME Investment Partnership Programs in an amount not to exceed \$42,000.00 from September 1, 2016 to August 31, 2017; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester, held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

C-1

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
TRIAD ASSOCIATES, INC.**

**THIS CONTRACT** is made this 7<sup>th</sup> day of September, 2016, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TRIAD ASSOCIATES, INC.**, of 1301 W. Forrest Grove Road, Vineland, New Jersey 08360, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for the services of Planning Consultant and Project Implementation and Activity Delivery Services for its Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP-016-038**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be from September 1, 2016 to August 31, 2017.
2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$42,000.00, pursuant to the rates submitted by the Contractor in the proposal, dated August 12, 2016, and/or in accordance with Schedule A attached hereto.

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

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

Each invoice shall contain an itemized, detailed description of all work performed during

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 016-038 and Contractor's responsive proposal dated August 12, 2016, which are incorporated in their entirety by reference and made part of this Contract. Should there occur a conflict between this form of contract and RFP 016-038, this contract shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 and gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 non-discrimination clause.

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, 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, where applicable, 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, where applicable, agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

**A.** Pursuant to the termination provisions set forth in the RFP 016-038 which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **CONTRACT PARTS.** This Contract consists of this Contract document including schedule A, RFP 016-038 issued by the County and Contractor's responsive proposal, dated August 12, 2016. If there should occur a conflict between this form of contract and the County's RFP 016-038, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP 016-038 issued by the County and the Contractor's responsive proposal, dated August 12, 2016, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT is dated this 7<sup>th</sup> day of September, 2016.**

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/ CLERK OF THE BOARD**

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

**ATTEST:**

**TRIAD ASSOCIATES, INC.**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**MICHAEL ZUMPINO, CHAIRMAN**

## SCHEDULE A

### Payment Schedule

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

**Flat rate schedule:**

- |   |          |
|---|----------|
| ♦ Preparation of 2017 Annual Action Plan          | \$ 8,900 |
| ♦ Preparation of 2017 Environmental Review Record | \$ 6,120 |
| ♦ Preparation of 2016 CAPER                       | \$ 7,560 |

**Technical Services Hourly rate schedule:**

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

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

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

C-2

**RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A.  
FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2017 IN AN AMOUNT NOT TO EXCEED  
\$50,000.00**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the services of Housing Inspector/Engineer for the Community Development Block Grant (CDBG) and HOME Investment Partnership Programs; and

**WHEREAS**, the County requested proposals via RFP 016-039 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Maser Consulting, P.A. with offices at 156 Stagecoach Road, Marmora, New Jersey, 08223, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service in an amount not to exceed \$50,000.00 from September 1, 2016 to August 31, 2017 pursuant to the proposal submitted by the Contractor; and

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

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A.40A:11-5(1)(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to the contract with Maser Consulting, P.A. for the provision of Housing Inspection/Engineering services relative to the CDBG and HOME Investment Partnership Programs in an amount not to exceed \$50,000.00 from September 1, 2016 to August 31, 2017; and

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

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester, held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
MASER CONSULTING, P.A.**



**THIS CONTRACT** is made this 7<sup>th</sup> day of September, 2016, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey 08096 hereinafter referred to as "**County**", and **MASER CONSULTING, P.A.** of 156 Stagecoach Road, Marmora, New Jersey 08223 hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need for the services of Housing Inspector/Engineering Services for its Owner Occupied Rehabilitation Program funded by the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs as per **RFP-016-039**; and

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

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of the contract shall be from September 1, 2016 to August 31, 2017.
2. **COMPENSATION**. Contractor shall be compensated as per the proposal submitted by the Contractor, dated August 12, 2016, incorporated in its entirety by reference and made part of this Contract in an amount not to exceed \$50,000.00.

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

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

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

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

**3. DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP 016-039 and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract. Should there occur a conflict between this form of contract and RFP 016-039 and/or the Contractor's proposal, this Contract shall prevail. Should there occur a conflict between the RFP and the Contractor's proposal, the RFP shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 and gender identity or expression, disability, nationality or sex. Such equal employment opportunities 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 non-discrimination clause.

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, 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, where applicable, 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.

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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, where applicable, agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

**A.** Pursuant to the termination provisions set forth in the RFP 016-039 which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service which

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

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

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

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

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

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

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

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

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

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

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

---

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP 016-039 issued by the County and Contractor's responsive proposal, dated August 12, 2016.

**THIS CONTRACT** is dated this 7<sup>th</sup> day of September, 2016.

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/ CLERK OF THE BOARD**

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

**ATTEST:**

**MASER CONSULTING, P.A.**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**J. TIMOTHY KERNAN, PRESIDENT**

C-3

**RESOLUTION AUTHORIZING A TEN YEAR SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY TO MANAGE A TENANT BASED RENTAL ASSISTANCE PROGRAM FROM SEPTEMBER 1, 2016 TO AUGUST 31, 2026**

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

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

**WHEREAS**, the County, through its Department of Public Works/Planning Division has funding available through the US Department of Housing and Urban Development (HUD) HOME Investment Partnership Program to assist with rental payments on behalf of said qualified clients, which can be utilized for the client’s rental payments during the period pending approval of Section Eight vouchers, etc.; and

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

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

**WHEREAS**, the term of the Agreement shall be from September 1, 2016 to August 31, 2026 with compensation based on available funding each year and incorporated into the Agreement by annual Addendum; and

**WHEREAS**, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid.

**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 the Clerk of the Board to attest to a Shared Services Agreement between the County of Gloucester and the Housing Authority of Gloucester County for the management and/or administration of the TBRA program as referenced hereinabove for the period September 1, 2016 to August 31, 2026 in an amount not to exceed \$100,000.00 for the first year; and

**BE IT FURTHER RESOLVED**, before any purchase be made and/or services rendered pursuant to the within award, a certification must be obtained from the Treasurer 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 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

C-3



**SHARED SERVICES AGREEMENT**

by and between the

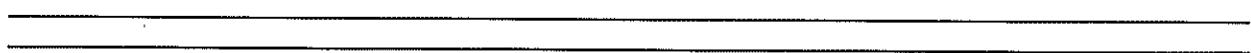
**COUNTY OF GLOUCESTER, NEW JERSEY**

and

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

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

**Dated: September 7, 2016**



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



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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Agreement"), dated **September 7, 2016**, by and between the **Housing Authority of Gloucester County**, (referred to as "Authority") and the **County of Gloucester**, a body politic and corporate of the State of New Jersey ("County"), through its Department of Public Works, Planning Division/HOME Investment Partnership Program (HOME).

### RECITALS

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

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

### AGREEMENT

#### **A. DESCRIPTION OF PROJECT AND SERVICES.**

The Project for purposes of this Agreement shall consist of the administration of the County's TBRA Program by the Authority. The Gloucester County Division of Social Services ("DSS") shall refer eligible welfare clients to the Authority, who will thereafter provide assistance in an effort to locate affordable housing. The County, through Department of Public Works, Planning Division/HOME Program will provide rental payments through the TBRA Program to said clients until Section Eight vouchers become available. The Authority shall manage the TBRA Program to ensure rental payments are made on behalf of the qualified clients.

#### **B. LOCAL UNIT RESPONSIBILITIES.**

The Authority will:

1. Consistent with all applicable laws, including but not limited to 24 CFR 92.209, provide rental assistance to eligible clients referred by the DSS.
2. Assist with said client's application for Section Eight vouchers and/or funding.
3. Be responsible for administration of the TBRA Program funds from the County,

Department of Public Works, Planning Division/HOME Program during the period Section Eight vouchers are pending.

**C. PAYMENT.**

1. **Reimbursement.** County shall make payment to the Authority as reimbursement for rental payments made on behalf of eligible clients awaiting Section Eight vouchers, plus 10% of the cost of processing said rental payments, which shall be paid to the Authority as administrative costs.
2. **Reporting Requirements.** On a monthly basis, the Authority will submit a request for payment to the Program Administrator for rents paid on behalf of eligible clients plus a 10% administrative charge. Each request for reimbursement will contain required information on income eligibility for each client served. The Authority shall maintain separate accounts and records adequate to identify costs pertaining to the agreement. These records shall include leases between the Authority and landlord, inspection reports and disbursement data to the landlords. These records shall be made available for audit purposes and shall be retained for a period of three (3) years following expiration of this agreement, unless otherwise stipulated by the County.
3. **Estimated Costs.** Consistent with the requirements of N.J.S.A. 40:8A-6a(3), the parties hereby estimate that the total cost of the services to be provided by the Authority in the first year of the Agreement shall be in the amount of **\$100,000.00**, thereafter compensation shall be based on available funding each year and incorporated into the Agreement by annual Addendum between the parties.

**D. DURATION OF AGREEMENT AND CONTINGENCIES.**

This Agreement shall be effective for the period commencing **September 1, 2016** and terminating **August 31, 2026** with an annual cost addendum executed by the parties, based on available funding.

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

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

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

**E. SET-OFF.**

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

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

**F. LIMITATION OF DELEGATION.**

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

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

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

**G. INDEMNIFICATION OF COUNTY.**

(a) During the term of this Shared Services Agreement, the Authority shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Authority shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Authority shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Authority.

(b) The Authority at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Authority and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Authority agree as follows:

(i) The County shall give an authorized Authority representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Authority shall give an authorized County representative prompt written notice of the filing of each such claim and the

institution of each such suit or action.

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

**H. COMPLIANCE WITH LAWS AND REGULATIONS.**

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

**I. INSURANCE.**

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

**J. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

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

**L. MISCELLANEOUS.**

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the County, the Authority and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding

shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** The Authority 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 Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

M. **EFFECTIVE DATE.** This Agreement shall be effective as of **September 1, 2016**, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
CHAD M. BRUNER,  
ADMINISTRATOR/ CLERK OF THE BOARD

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

ATTEST:

HOUSING AUTHORITY OF  
GLOUCESTER COUNTY

\_\_\_\_\_  
WILLIAM W. BAIN, JR.,  
CHAIRMAN

C-4

fleet

**RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN 2017 VEHICLES  
INSTEAD OF THE 2016 VERSIONS AT NO ADDITIONAL COST**

**WHEREAS**, on June 1, 2016 and June 15, 2016 the County adopted Resolutions to purchase a total of six 2016 vehicles from Beyer Ford, DFFLM, LLC, and Winner Ford via State contracts A88758, A88211 and A88727, for use by the Departments of Emergency Response, Superintendent of Elections, Buildings & Grounds, Land Preservation, and Public Works-Mosquito Control Division; and

**WHEREAS**, the dealerships were unable to supply these vehicles and this Resolution authorizes the execution of any related documents necessary to purchase the 2017 versions with all other specifications including the price of the vehicles remaining the same.

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

1. A 2017 Ford F-350XL with a snow plow for Department of Emergency Response from Winner Ford, through State Contract #A88758, in the total amount of \$27,258.00; and
2. A 2017 Ford cargo van for Superintendent of Elections from DFFLM, LLC, through State Contract #A88211, in the total amount of \$19,839.00; and
3. Three 2017 Ford F-250XLs, two with snow plows for the Departments of Buildings & Grounds, Emergency Response and Land Preservation from Beyer Ford, through State Contract #A88727, in the total amount of \$75,878.00; and
4. A 2017 Ford F-250XL with a snow plow for Mosquito Control Division from Beyer Ford, through State Contract #A88727, in the total amount of \$26, 224.00.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
 (856) 853-3420 • Fax (856) 251-6777

C-4

**PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-04237

ORDER DATE: 05/19/16  
 REQUISITION NO: R6-04261  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT  
 1200 N.DELSEA DRIVE  
 CLAYTON, NJ 08312  
 PHONE 856-468-2802

VENDOR #: WINNE010

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WINNER FORD  
 250 BERLIN RD  
 CHERRY HILL, NJ 08034-3409

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	State Contract A88758 Emergency Response 2017 Ford F-350 XL DRW 4WD reg cab F3D with 620A package \$23,669. and Boss 8.5ft super duty snow plow \$3,589.	6-01-26-315-001-20672 Pick-Up Trucks	27,258.0000	27,258.00
			TOTAL	27,258.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p><b>DO NOT ACCEPT THIS ORDER                  UNLESS IT IS SIGNED BELOW</b></p> <p><i>Macey N. Gurdock</i>                  TREASURER / CFO</p> <p><i>[Signature]</i>                  PURCHASING DIRECTOR</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-04238

ORDER DATE: 05/19/16  
 REQUISITION NO: R6-04260  
 DELIVERY DATE:  
 STATE CONTRACT: 88211  
 ACCOUNT NUM:

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GLOUC. CO. FLEET MANAGEMENT  
 1200 N. DELSEA DRIVE  
 CLAYTON, NJ 08312  
 PHONE 856-468-2802

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DFFLM, LLC  
 215 ROUTES 202 & 31  
 FLEMINGTON, NJ 08822

VENDOR #: DFFLM010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	State Contract #88211 Supt of Elections van class 1 2017 Ford transit 150 low roof body code E1Z with 101A package	6-01-26-315-001-20672 Pick-Up Trucks	19,839.0000	19,839.00
			TOTAL	19,839.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

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

**X**  
 \_\_\_\_\_  
 VENDOR SIGN HERE DATE

\_\_\_\_\_  
 TAX ID NO. OR SOCIAL SECURITY NO. DATE

**RECEIVER'S CERTIFICATION**

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

\_\_\_\_\_  
 DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
 UNLESS IT IS SIGNED BELOW**

*Marcy N. Gunders*  
 \_\_\_\_\_  
 TREASURER / CFO  
*[Signature]*  
 \_\_\_\_\_  
 PURCHASING DIRECTOR

**MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS**

VOUCHER COPY SIGN AT V AND RETURN FOR PAYMENT

**County of Gloucester Purchasing Department**  
 PO Box 337, Woodbury, NJ 08096  
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

16-04236

**NO.**

ORDER DATE: 05/19/16  
 REQUISITION NO: R6-04246  
 DELIVERY DATE:  
 STATE CONTRACT: A88727  
 ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT  
 1200 N.DELSEA DRIVE  
 CLAYTON, NJ 08312  
 PHONE 856-468-2802

VENDOR #: BEYER010

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BEYER FORD  
 170 RIDGEDALE AVENUE  
 MORRISTOWN, NJ 07962

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	State Contract A88727 Pickup Truck - 2017 Ford F-250 XL SRW 4WD regular cab F2B with 600A package (\$22,750.00) and 8 ft snow plow with vehicle, Meyer or Boss model LP8.0 or SD8.0 (\$3,474.00)for buildings & Grounds	6-01-26-315-001-20672 Pick-Up Trucks	22,750.0000	22,750.00
1.00	State Contract A88727 Emergency Response (1) F-250 Pickup truck class 2 extended cab 4 door 8ft body 4WD as specified in RFP section 6 2017 Ford	6-01-26-315-001-20672 Pick-Up Trucks	24,842.0000	24,842.00
1.00	State Contract A88727 Land Preservation (1) F-250 2017 Ford 4 door 8ft body 4WD X2B 600A package	T-03-08-509-372-20548 Farmland Preservation	24,812.0000	24,812.00
1.00	State Contract A88727 8ft snow plow for 2017 ford Pickup truck for Buildings and Grounds	C-04-16-018-310-18204 General Building Renovation	3,474.0000	3,474.00
			TOTAL	75,878.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

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

**X**

VENDOR SIGN HERE

DATE

TAX ID NO. OR SOCIAL SECURITY NO.

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

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

DEPARTMENT HEAD

DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
 UNLESS IT IS SIGNED BELOW**

*Maureen L. Giverson*

TREASURER / CFO

*[Signature]*

PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

16-04346

**NO.**

ORDER DATE: 05/24/16  
 REQUISITION NO: R6-04592  
 DELIVERY DATE:  
 STATE CONTRACT: A88727  
 ACCOUNT NUM:

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GLOUC.CO.FLEET MANAGEMENT  
 1200 N.DELSEA DRIVE  
 CLAYTON, NJ 08312  
 PHONE 856-468-2802

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BEYER FORD  
 170 RIDGEDALE AVENUE  
 MORRISTOWN, NJ 07962

VENDOR #: BEYER010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PW/Mosquito Control Division 2017 Ford Pickup truck F250XL SWR 4WD reg cab F2B with 600A package includes air conditining and 425 emissions 6 speed automatic transmission \$22,750. also include 8 ft snow plow - Meyer or Boss model LP8.0 or SD8.0 installer Monmouth Truck Equipment \$3,474.00	6-01-26-315-001-20672 Pick-Up Trucks	26,224.0000	26,224.00
			TOTAL	26,224.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

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

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

**RECEIVER'S CERTIFICATION**

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

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
 UNLESS IT IS SIGNED BELOW**

*Tracey K. Henderson*

TREASURER / CFO

*[Signature]*

PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

C-5 Fleet

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2017 FORD FUSION VEHICLES FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR \$34,800.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need to purchase four (4) vehicles for use by the Department of Public Works, Division of Fleet Management; and

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

**WHEREAS**, it has been determined that the County can purchase said equipment through State Contract #A86922 from Hertrich Fleet Services, Inc. of 1427 Bay Road, Milford, DE 19963 in the total amount of \$34,800.00; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to CAF #16-07290 which amount shall be charged against budget line item 6-01-26-315-001-20610.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase two (2) 2017 Ford Fusion vehicles from Hertrich Fleet Services, Inc., through State Contract #A86922 is hereby authorized in the total amount of \$34,800.00; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-07290

ORDER DATE: 08/24/16  
 REQUISITION NO: R6-07472  
 DELIVERY DATE:  
 STATE CONTRACT: A86922  
 ACCOUNT NUM:

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GLOUC.CO.FLEET.MANAGEMENT  
 1200 N.DELSEA DRIVE  
 CLAYTON, NJ 08312  
 PHONE 856-468-2802

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VENDOR #: HERTROIO

HERTRICH FLEET SERV INC.  
 1427 BAY ROAD  
 MICHAEL WRIGHT  
 MILFORD, DE 19963

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	2017 White Ford Fusion S manufacture body code:POG with 100A package includes air conditioning and antilock braking system and 422 california emissions 997 2.5LI4 engine 44W 6 speed automatic 153 front license plate bracket and front and rear floor mats	6-01-26-315-001-20610 Automobiles	17,400.0000	34,800.00
			TOTAL	34,800.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

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

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

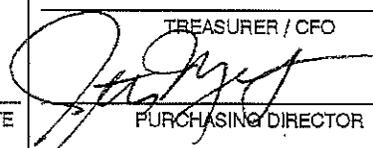
**RECEIVER'S CERTIFICATION**

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

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
 UNLESS IT IS SIGNED BELOW**

TREASURER / CFO  
  
 PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

C-6

Fleet

**RESOLUTION AUTHORIZING THE PURCHASE OF FOUR 2017 FORD FOCUS VEHICLES FROM WINNER FORD THROUGH STATE CONTRACT FOR \$58,616.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County") has the need to purchase four (4) vehicles for use by the Department of Public Works, Division of Fleet Management; and

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

**WHEREAS**, it has been determined that the County can purchase said equipment through State Contract #A86921 from Winner Ford of 250 Berlin Road, Cherry Hill, NJ 08034-3409 in the total amount of \$58,616.00; and

**WHEREAS**, the County Treasurer has certified the availability of funds pursuant to CAF #16-07191 which amount shall be charged against budget line item C-01-26-315-001-20610.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase four (4) 2017 Ford Focus vehicles from Winner Ford, through State Contract #A86921 is hereby authorized in the total amount of \$58,616.00; and

**BE IT FURTHER RESOLVED**, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-07191

ORDER DATE: 08/19/16  
REQUISITION NO: R6-07213  
DELIVERY DATE:  
STATE CONTRACT: A86921  
ACCOUNT NUM:

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GLOUC. CO. FLEET MANAGEMENT  
1200 N. DELSEA DRIVE  
CLAYTON, NJ 08312  
PHONE 856-468-2802

VENDOR #: WINNE010

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WINNER FORD  
250 BERLIN RD  
CHERRY HILL, NJ 08034-3409

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
4.00	2017 Ford Focus 4 door as specified in RFP sec 2 T-0099 manufacturer's body code: P3E with 100A pkg, includes air conditioning and anti-lock braking system and 425 (50-state emissions) fuel engine 44w 6 speed automatic	6-01-26-315-001-20610 Automobiles	14,654.0000	58,616.00
			TOTAL	58,616.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

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

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

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

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

*Michael V. Benke*  
TREASURER / CFO

*[Signature]*  
PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

E-1

**RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY JOSEPH C. FLAHERTY AND CAMILLE FLAHERTY FOR \$220,627.30**

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

**WHEREAS**, Joseph C. Flaherty and Camille Flaherty, having presented themselves as the owners of the land and premises located in the Township of Franklin (hereinafter "Franklin"), and known as Block 1101, Lot 40, on the Official Tax Map of the Township of Franklin (hereinafter collectively the "Property"), which consists of approximately 59.629 acres; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, Joseph C. Flaherty and Camille Flaherty, as the owners of the Property, have indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

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

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

**WHEREAS**, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of \$220,627.30, which is the total purchase price for same; and

**WHEREAS**, the Treasurer for the County has certified the availability of funds in the amount of \$220,627.30, pursuant to CAF# 16-07397, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by Joseph C. Flaherty and Camille Flaherty, in the Township of Franklin, County of Gloucester, State of New Jersey for \$220,627.30; and
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Joseph C. Flaherty and Camille Flaherty, in regard to the County's purchase of development easements in the farm premises known as Block 1101, Lot 40, in the Township of Franklin, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board to attest to same; and
3. The Director of the Board is hereby authorized to execute and the Clerk of the Board, to attest to any other documents necessary to complete this transaction; and

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

**ADOPTED** at the regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

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**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

3-1

CONTRACT TO SELL DEVELOPMENT EASEMENT

\*\*\*\*\*

JOSEPH C. FLAHERTY and CAMILLE FLAHERTY

TO

THE COUNTY OF GLOUCESTER

\*\*\*\*\*

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**CONTRACT TO SELL DEVELOPMENT EASEMENTS**

**Transaction Summary**

**SELLER: JOSEPH C. FLAHERTY and CAMILLE FLAHERTY, having an address of 12 Cypress Court, Turnersville, NJ, 08012 (hereinafter referred to as the "Seller")**

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

**PROPERTY: Lot 40, Block 1101, in the Township of Franklin, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")**

**END OF COMMITMENT PERIOD: At Closing.**

**PRICE PER ACRE: \$ 3,700.00      ASSUMED ACREAGE: Approximately 59.629 acres**

**ESTIMATED GROSS SALES PRICE: \$220,627.30**

**# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE**

**# OF EXCEPTION AREAS: ONE / 1.5 acre severable exception**

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

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**WITNESSETH:**

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

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

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

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

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

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

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

**WHEREAS**, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

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agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

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

**1.0. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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accountants) counsel against Buyer's participation.

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

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

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

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

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

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

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

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

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

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

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commenced.

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

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

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

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

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.
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- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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provided within ten (10) days of the Effective Date of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SELLER:**

BY: \_\_\_\_\_  
**JOSEPH C. FLAHERTY**

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

**BUYER:**

**COUNTY OF GLOUCESTER**

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

BY: \_\_\_\_\_  
**CAMILLE FLAHERTY**

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

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

**ATTACHMENT C - FUEL TANK DISCLOSURE**

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

**Tank No. 1:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 2:**

Location:

Contents:

Purpose (use):

Age (in years):

**Tank No. 3:**

Location:

Contents:

Purpose (use):

Age (in years):

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

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All property owners must sign:

BY: \_\_\_\_\_  
JOSEPH C. FLAHERTY

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
CAMILLE FLAHERTY

\_\_\_\_\_  
Date

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REAL ESTATE APPRAISAL REPORT  
NJ/GLOUCESTER COUNTY FARMLAND PRESERVATION PROGRAM

SUBJECT PROPERTY IDENTIFIED AS  
FLAHERTY FARM  
1067 MARSHALL MILL RD, NORTHSIDE  
WEST OF STANTON AV  
BLOCK 1101, LOT 40, TAX MAP #11  
FRANKLIN TOWNSHIP  
GLOUCESTER COUNTY, NJ

EFFECTIVE DATE OF REPORT WAS  
JANUARY 5, 2016

IN THE MATTER OF  
FARMLAND PRESERVATION  
UNDER THE  
NJ SADC PROGRAM

CLIENT IDENTIFIED AS  
GLOUCESTER COUNTY OFFICE OF LAND PRESERVATION  
GLOUCESTER COUNTY BUILDING "A" OF GOVERNMENT SERVICES  
1200 NORTH DELSEA DR  
CLAYTON, NJ, 08312  
MR KEN ATKINSON, DIRECTOR

PROPERTY WAS APPRAISED BY  
STEVEN W. BARTELT, MAI, SRA  
161230 01032016



**CERTIFICATION**

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester, for their EXCLUSIVE USE. It was made for the function of development easement purchase and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation Scenario	Estimated Value per Acre (\$)	Estimated Total Value Area - 60+/- Net Acres
Before Easement	\$6,900	\$414,000
After Easement	\$3,000	\$180,000
Value of Development Easement	\$3,900	\$234,000

  
STEVEN W. BARTELT, MAI, SRA

6 January 2016

*R. W. Frankenfield Associates*

Real Estate Appraiser and Consultant  
521 Middle Road  
Hammonton, New Jersey 08037  
Phone: (609) 457-9570  
Fax: (609) 704-8665

Appraisal Report of  
Flaherty Property  
1067 Marshall Mill Road  
Block 1101, Lot 40  
Franklin Township  
Gloucester County, NJ

As of December 7, 2015

Prepared For  
Mr. Kenneth Atkinson, Director  
Farmland Preservation Program  
Gloucester County  
1200 North Delsea Drive. Bldg. A  
Clayton, NJ 08312

Prepared By  
Robert W. Frankenfield  
SCGRE 42RG00061300

Dated: December 16, 2015

*R. W. Frankenfield Associates*

Real Estate Appraiser and Consultant

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

December 16, 2015

Mr. Kenneth Atkinson, Director  
Farmland Preservation Program  
Gloucester County  
1200 North Delsea Drive  
Clayton, New Jersey 08312

Re: Flaherty Property  
1067 Marshall Mill Road  
Block 1101, Lot 40  
Franklin Township, NJ 08322

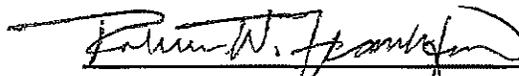
Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

The purpose of this appraisal is to estimate the Market Value of a development easement, in fee simple, on the subject property, for the use of the County of Gloucester, per restrictions of the New Jersey Agriculture Retention and Program. The report is prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP). In my opinion, the market value of the fee simple title to the property, as of December 7, 2015, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$7,500.	\$461,000.
Estimate of Property Value, After:	\$4,000.	\$240,000.
Estimate of Development Easement Value:	\$3,500.	\$221,000.

Respectfully Submitted,



Robert W. Frankenfield  
SCGRE 42RG00061300

**LEGEND OF ACQUISITION**

PURPORTED OWNER: JOSEPH & CAMILLE FLAHERTY  
STREET ADDRESS: 12 CYPRESS COURT  
TURNERSVILLE, N.J. 08012

PROJECT NAME \_\_\_\_\_ ADMIN, AUTH. NO. \_\_\_\_\_  
SURVEY REFERENCE NO. \_\_\_\_\_

BLOCK 1101 LOT 40 INTEREST \_\_\_\_\_  
MUNICIPALITY TOWNSHIP OF FRANKLIN COUNTY GLOUCESTER

TOTAL ACRES 59.629

SUBJECT TO:

ACRES IN ROAD N/A ACRES OF NJ CLAIM N/A ACRES OF OVERLAP N/A  
ACRES WATER N/A ACRES CLOUDED N/A

**AREA SUMMARY**

TOTAL AREA ACQUIRING	<u>N/A</u>	ACRES
TOTAL EASEMENT AREA TO BE OBTAINED	<u>59.629</u>	ACRES
TOTAL AREA IN ROAD	<u>N/A</u>	ACRES
TOTAL AREA NJ CLAIM	<u>N/A</u>	ACRES
TOTAL AREA OVERLAP	<u>N/A</u>	ACRES
TOTAL AREA UNDER WATER (OUTSIDE NJ CLAIM)	<u>N/A</u>	ACRES
TOTAL AREA CLOUDED TITLE	<u>N/A</u>	ACRES

**CERTIFICATION OF SURVEYOR**

I HEREBY CERTIFY TO THE STATE OF NEW JERSEY, STATE AGRICULTURE DEVELOPMENT COMMITTEE, THE COUNTY OF GLOUCESTER, TOWNSHIP OF FRANKLIN, WFG NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO: 989-43933, (COUNTER SIGNED BY FOUNDATION TITLE, LLC-MARLTON) AND JOSEPH & CAMILLE FLAHERTY AND ON THEIR BEHALF, TO THEIR TITLE INSURER THAT THIS PLAN, SURVEY AND CORRESPONDING METES AND BOUNDS DESCRIPTION ARE BASED ON AN ACTUAL LAND SURVEY CONDUCTED UNDER MY IMMEDIATE SUPERVISION AND THAT THIS SURVEY MEETS OR EXCEEDS THE RELATIVE POSITIONAL ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. I FURTHER DECLARE, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THAT THIS PLAN, SURVEY AND CORRESPONDING METES AND BOUNDS DESCRIPTION ARE A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING ON THE SITE AS OF MARCH, 2016, SUBJECT TO SUCH NOTES AS MAY APPEAR HEREON.

  
**ANTHONY F. DIROSA, PE, PLS**  
N.J. PROFESSIONAL ENGINEER & LAND SURVEYOR NO. 246804257000

8/10/16  
DATE

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-07397

ORDER DATE: 08/26/16  
REQUISITION NO: R6-07593  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

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GLOUC. CO LAND PRESERVATION  
1200 N. DELSEA DR.  
CLAYTON, NJ 08312  
856-307-6451

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VENDOR #: FOUND010

FOUNDATION TITLE, LLC  
13000 LINCOLN DRIVE WEST  
SUITE 201  
MARLTON, NJ 08053

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Resolution authorizing the purchase of a development rights easement on the farm property owned by Joseph C. and Camille Flaherty located in the Township of Franklin, Block 1101, Lot 40 consisting of 59.629 acres valued at \$3,700.00 per acre for a total amount of \$220,627.30	T-03-08-509-372-20548 FarmLand Preservation	220,627.3000	220,627.30
			TOTAL	220,627.30

**CLAIMANT'S CERTIFICATION & DECLARATION**

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

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

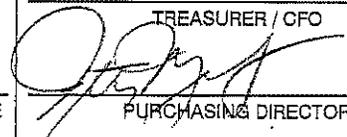
**RECEIVER'S CERTIFICATION**

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

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

TREASURER / CFO  
  
PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

(F-1) Parks + Rec

**RESOLUTION AUTHORIZING THE PURCHASE OF A KUBOTA TRACTOR, SNOWEX SPREADER AND BOSS STRAIGHT BLADE FROM CHERRY VALLEY TRACTOR SALES FOR \$17,219.93**

**WHEREAS**, the County of Gloucester's (hereinafter the "County") Department of Parks & Recreation has the need for a Kubota Tractor RTV-X1120DW-HS, Snowex SP100 Spreader and Boss 72" Straight Blade, per bid specifications set forth in PD-16-036; and

**WHEREAS**, the County after due notice and advertisement, received sealed bids for the purchase of such equipment for use by the County; and

**WHEREAS**, after following the appropriate public bidding procedures, it was determined that Cherry Valley Tractor Sales with an address of 35 Route 70 West, Marlton, NJ 08053-3009 was the lowest responsive and responsible bidder to provide said equipment for \$17,219.33; and

**WHEREAS**, the Treasurer of the County has certified the availability of funds in the total amount of \$17,219.33 pursuant to CAF# 16-07078 which shall be charged against budget line item C-04-16-019-315-19210.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Gloucester approves the purchase of a Kubota Tractor RTV-X1120DW-HS, Snowex SP100 Spreader and Boss 72" Straight Blade in the amount of \$17,219.93, for use by the Department of Parks & Recreation pursuant to the bid submitted by Cherry Valley Tractor Sales and the specifications promulgated by the County per PD-16-036; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

**NO.** 16-07078

ORDER DATE: 08/17/16  
REQUISITION NO: R6-07083  
DELIVERY DATE:  
STATE CONTRACT: PD 016-036  
ACCOUNT NUM:

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GLOUC. CO P&R ATKINSON PARK  
138 BETHEL MILL ROAD  
SEWELL, NJ 08080  
856-589-0047

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VENDOR #: CHERRY01  
CHERRY VALLEY TRACTOR SALES  
35 ROUTE 70 WEST  
MARLTON, NJ 08053-3009

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	KUBOTA TRACTOR RTV-X1120DW-HS \$12,650.33	C-04-16-019-315-19210 Heavy Equipment	12,650.3300	12,650.33
1.00	SNOWEX SP100 SPREADER \$1,497.00	C-04-16-019-315-19210 Heavy Equipment	1,497.0000	1,497.00
1.00	BOSS 72" STRAIGHT BLADE \$3,072.00	C-04-16-019-315-19210 Heavy Equipment	3,072.0000	3,072.00
			TOTAL	17,219.33

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><b>X</b></p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p><b>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</b></p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p><b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b></p> <p><i>Nancy N. Giordano</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

**RESOLUTION APPROVING AND IMPLEMENTING A SECTION  
OF THE DEPARTMENT OF CORRECTIONS POLICIES AND  
PROCEDURES MANUAL REGARDING BODY WORN CAMERAS**

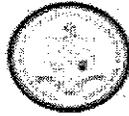
**WHEREAS**, there exists a need by the County to approve and implement the following Department of Corrections Policy: Section 4: Custody and Security; Number 447; Body Worn Camera (BWC); and

**WHEREAS**, the purpose of Policy is to establish guidelines for the proper and lawful operation of Body Worn Camera audio/video camera systems worn by members of the County Department of Corrections and to define the media storage and retention system for the events recorded by the devices, and;

**WHEREAS**, the Policy has been recommended by the Warden of the Department of Corrections and appears to be necessary and appropriate; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the implementation of Department of Corrections Policy Section 4: Custody and Security; Number 447; Body Worn Camera (BWC) be and is hereby approved.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 7, 2016, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

G-1

**RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY PARTNERSHIP TO PREVENT CHILD SEXUAL ABUSE FOR THE ENOUGH ABUSE CAMPAIGN GRANT IN THE AMOUNT OF \$3,000.00, FROM JULY 1, 2016 TO JUNE 30, 2017**

**WHEREAS**, the County desires to submit a grant application to the New Jersey Partnership to Prevent Child Sexual Abuse for the Enough Abuse Campaign Grant; and

**WHEREAS**, this grant will provide funding for training in the educating of parents, community organizations, health care providers, schools, and businesses to prevent child sexual abuse in Gloucester County; and

**WHEREAS**, the grant will be in the amount of \$3,000.00, from July 1, 2016 to June 30, 2017; and

**WHEREAS**, this funding will be allocated to the Human Services Advisory Council Committee on Missing and Abused Children; and

**WHEREAS**, the grant funds are to be expended pursuant to the terms of the Agreement.

**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 grant application to the New Jersey Partnership To Prevent Child Sexual Abuse for the Enough Abuse Campaign Grant in the amount of \$3,000.00 from July 1, 2016 to June 30, 2017; and

**BE IT FURTHER RESOLVED**, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents relative to the Enough Abuse Campaign Grant.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**



15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 3,000

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 3,000

TOTAL GRANT FUNDING (e): \$ 3,000

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD:

*Sam A. Curry*

Signature

DATE:

8/9/16

\*\*\*PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

\*\*\*IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

\*\*\*IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

---

## Grant Application Letter (Email)

Gaydos, Richard

---

**From:** Rush Russell <rrussell@preventchildabuse.nj.org>  
**Sent:** Tuesday, August 09, 2016 10:48 AM  
**To:** Deborah Berry-Toon (pss@projectselfsufficiency.org); Melissa Bischoff (mbischoff@projectselfsufficiency.org); rdashiell@peikids.org; Jill Keller (jkeller@peikids.org); glosalcap@comcast.net; Cerny, Lisa A.; Gaydos, Richard; Rodrigues, Sonia (rodrigs2@ubhc.rutgers.edu)  
**Subject:** new mini-grant

Good news. We have received a small one-time grant from NJ-DCF to support our work on the Enough Abuse Campaign. We are planning to expand the Campaign to 2 new sites, and are pleased to provide a one-time grant of **\$3,000 to support our existing sites**. We are also developing new management software that will allow you to more easily track and monitor results from every training hosted by your site; we hope this new tool will make oversight of the Campaign easier for efficient and provide stronger data from all sites that we can use for evaluation and advocacy purposes. We project being able to make the new software available to you by early October 2016. Finally, we will also be offering an additional 2-day training on the Enough Abuse Campaign for any new members from your coalition. The date will be finalized soon, but will be scheduled for later in 2016 or early 2017.

To receive your \$3,000 grant, we just need to receive the following:

- 1) A brief updated plan for the next 12 months, starting July 1, 2016, about your strategies and plans for trainings in your community. Please update the number of trainers participating in your site's effort;
- 2) We would also like to receive **schedules and results** from any trainings specifically from July 1, 2016 – September 30, 2016. Due to special requirements of this grant, we need to count how many people we are reaching during this critical three-month time period.
- 3) Any other important updates you'd like to share.

Upon receipt of this information, we will process payment to your site for \$3,000. Funds should be used to support efforts of the Enough Abuse Campaign, however you wish to allocate them.

We are continuing our efforts to advocate for more funding, at the state and federal level, to support your work.

**We need to receive your information by Thursday, September 8 at 4pm.**

Please feel free to contact me if you have any questions.

Thank you for your outstanding effort to lead the Enough Abuse Campaign and to prevent child sexual abuse in NJ.

Best regards,  
Rush

Rush Russell  
Executive Director  
Prevent Child Abuse New Jersey  
103 Church St., Suite 210  
New Brunswick, NJ 08901  
(732) 246-8060, ext. 111  
[www.preventchildabuse.nj.org](http://www.preventchildabuse.nj.org);

**Department:** Health & Human Services  
**Grant Title:** Enough Abuse Campaign

**Salary and Wages Detail**

List all Employees within the program  
 insert more lines if necessary  
 Highlighted cells are formulas and should not be changed

**Fringe**

Update the fringe rate if necessary  
 2015 Fringe is 59.21% for PERS and 69.18% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
Employee Name	Employee Title	\$ -	59.21%	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
20215	\$ 500.00	\$ -	\$ 500.00
20275	\$ 500.00	\$ -	\$ 500.00
20430	\$ 1,500.00	\$ -	\$ 1,500.00
20411	\$ 500.00	\$ -	\$ 500.00
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
Account Line Item #	\$ -	\$ -	\$ -
	\$ 3,000.00	\$ -	\$ 3,000.00

	Grant	County	Total
Total Program Cost	\$ 3,000.00	\$ -	\$ 3,000.00
	(e)	(f)	(d)

**Grant Funding History**

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ -	\$ -	\$ -	\$ -	\$ -
OE	\$ 3,000.00	\$ -	\$ 4,000.00	\$ -	\$ -
	\$ 3,000.00	\$ -	\$ 4,000.00	\$ -	\$ -

**2016 GLOUCESTER COUNTY BUDGET  
OTHER EXPENSE REQUEST EXPLANATIONS**

**2016 Budget  
Committee on Missing and Abused Children  
Enough Abuse Campaign Grant**

20215	<u>CONSULTANTS</u> Expenses for consultants that conduct seminars and workshops to be conducted at schools, community centers, or local businesses.	\$500.00
202275	<u>PRINTING</u> Provides for outside printing of brochures, cards, or guides that will be distributed at seminars or workshops.	\$500.00
20430	<u>FOOD</u> Provides light snacks and refreshments during seminars or workshops.	\$1,500.00
20411	<u>REPRODUCTION SUPPLIES</u> Provides paper and other items related to reproducing material for seminars or workshops.	\$500.00

**Department** \_\_\_\_\_

**Form C-2**  
**Department Code** \_\_\_\_\_  
**Submission Date** \_\_\_\_\_  
**Revision Date** \_\_\_\_\_

**RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION TO NJ TRANSIT FOR THE FFY' 2014 SECTION 5310 GRANT, WITH FUNDING FOR VEHICLE PROJECT, MOBILITY MANAGEMENT PROJECT AND OPERATING PROJECT, FROM JANUARY 1, 2017 TO DECEMBER 31, 2017**

**WHEREAS**, the County seeks to improve transportation services for county residents; and

**WHEREAS**, NJ Transit has informed the County that Capital Assistance, Mobility Management Assistance, and Operating Assistance is available to provide needed transportation services to elderly individuals and people with disabilities; and

**WHEREAS**, the Division of Transportation Services, under the Division of Human Services & Disability Services, is herein making application to NJ Transit to lease two vehicles, one standard Cutaway with front lift and 2 securement locations and one accessible Minibus with front lift and 1 securement location. Approval is also requested for the Mobility Management Project, specifically a vehicle fleet camera project and approval for the Operating Project, specifically for additional funding. Each of these requests are being made within the FFY' 2014 Section 5310 Program extended by the Federal Transit Administration; and

**WHEREAS**, NJ Transit is the responsible state agency for administering the Section 5310 Grant, which now includes the Section 5317 New Freedom Grant, and performing all requirements associated with vehicle procurement; and

**WHEREAS**, the County is submitting this application for approval from NJ Transit for delivery to the Gloucester County Division of Transportation Services; and

**WHEREAS**, the County makes this application request for the purpose of allowing the Division of Transportation Services to transport senior citizens and residents with disabilities; and

**WHEREAS**, the County of Gloucester agrees to maintain insurance levels as required by NJ Transit.

**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 to execute and the Clerk of the Board is authorized to attest to the execution of any and all documents necessary for the filing of the grant application and acceptance of the grant from NJ Transit for the FFY 2014 Section 5310 Grant for the lease of two vehicles, one standard Cutaway with two w/c positions and one Minibus with one w/c position. Approval is also requested for the Mobility Management Project, specifically a vehicle fleet camera project and approval for the Operating Project, specifically for additional funding, with a combined award of \$472,238.75, which includes the County's in-kind match of \$214,447.75, from January 1, 2017 to December 31, 2017.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on September 7, 2016, in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

GRANT REQUEST FORM

*Gr*

DATE: 8/9/16

1. TYPE OF GRANT  
         NEW GRANT                      X   RENEWAL

2. GRANT TITLE: FFY 2014 Section 5310 w/additional funding

3. GRANT TERM: FROM: 01/01/17 TO: 12/31/17

4. DATE APPLICATION DUE TO GRANTOR: May 2015

5. CFDA NUMBER: 20.513

6. STATE GRANT NUMBER: 2014 Section 5310

7. COUNTY DEPARTMENT: Health & Human Services/Div.Human & Disability Svc.

8. DEPT. CONTRACT PERSON & PHONE NO. Lisa Cerny - 384-6874

9. NAME OF FUNDING AGENCY: NJ Transit

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): April 28, 2015 Electronic application and June 1, 2016 Notice of Inclusion was made to receive FFY 2014 Section 5310 grant funds for Vehicle Project, Mobility Management Project and Operating Project. The Capital request, 'Vehicle Project' will be for the lease of two vehicles; one Standard Cutaway with two w/c positions and one Minibus with one w/c position. Gloucester County DTS has also been initially approved for a 'Mobility Management Project', specifically for vehicle fleet camera project 80% FTA (\$57,791.00) and 20% Local Share (\$14,447.75), and 'Operating Project' for additional funding 50% FTA (\$200,000) and 50% Local Share (\$200,000) for monetary replacement of former New Freedom grant and to compensate for continuing declines in annual SCDRTAP grant. Final FTA approval is required before receiving this grant. This Section 5310 application will help provide demand-responsive, subscription and flexible fixed route transportation for various transportation appointments to low-income, elderly and disabled residents.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE 31.70 %

13. IC CHARGED TO GRANT : \$ 0

14. FINANCIAL:                                    REQUESTED                                    MANDATED

GRANT FUNDS                                    \$ 200,000.00

CASH MATCH \$ \_\_\_\_\_ (Attach Documentation)  
IN-KIND MATCH \$ 200,000.00  
(Attached Documentation)  
TOTAL PROGRAM BUDGET \$ 400,000.00

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 155,000

TOTAL OTHER EXPENSES (b): \$ 45,000

TOTAL FRINGE (c): \$ 95,279

TOTAL PROGRAM COST (d): \$ 295,278.50

TOTAL GRANT FUNDING (e): \$ 200,000

TOTAL COUNTY FUNDING (f): \$ 95,279

DEPT. HEAD: *Low A Curry* Signature

DATE: 8/9/14

\*\*\*PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

\*\*\*IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

\*\*\*IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

---



June 1, 2016

Ms. Donna Cucetta  
Gloucester County Special Transportation  
115 Budd Blvd.  
West Deptford, NJ 08096-3338

**RE: 2014 Federal Transit Administration (FTA) Section 5310 – Notice of Inclusion**

I am pleased to announce that your application for the following request(s) has been selected for inclusion in the statewide application under the FY 2014 FTA Section 5310 grant program:

**Vehicle Request: Standard Cutaway front Lift 2 Securement Location & Minivan 2 seats 1 Securement Location**

**Mobility Management Federal Award: \$57,791.00 (this amount represents 80% of the project cost)  
\$14,447.75 (this amount represents 20% of the Local Share)**

**Operating Federal Award Amount: \$200,000.00 (this amount represents 50% of the project cost)  
\$200,000.00 (this amount represents 50% of the Local Share)**

While we congratulate you on the above award(s) please note that we were not able to approve all of your requests in your Section 5310 FY 2014 application.

Please accept this letter as formal approval of your Section 5310 FY2014 application. As explained in the program guidelines and application, if you are approved for Operating or Mobility Management (other than equipment) you are required to provide the local match. For this application your agency identified **Cash Match** as your source of local match for Operating and/or Mobility Management.

The selection of your application represents a continued expression of the Governor's support for programs that enhance mobility of senior citizens and people with disabilities. Since the Section 5310 Program began in 1975, more than 1,700 vehicles have been purchased and delivered to eligible private non-profit organizations, counties, and municipalities across New Jersey.

The next step in the process is for NJ TRANSIT to submit the grant for approval to the FTA. For those receiving vehicles please be aware that we do not anticipate grant approval, the award of contracts and the actual delivery of a vehicle to be completed until approximately 18 months from the date of this letter. Operating and Mobility Management can take up to a year from date of this letter.

In the meantime, if you have any questions regarding the grant status, please feel free to contact me at NJ TRANSIT'S Local Programs and Minibus Support at (973) 491-7381. Again, congratulations on the approval of your requested award(s).

Sincerely,

*Anna Magri*

Anna Magri  
Director of Local Programs and Minibus Support  
NJ TRANSIT

CC:

**Department: Human Services**

**Grant Title: 2014 Federal Transit Administration (FTA) Section 5310**

**Salary and Wages Detail**

List all Employees within the program  
insert more lines if necessary

Highlighted cells are formulas and should not be changed

**Fringe**

Update the fringe rate if necessary

2016 Fringe is 61.47% for PERS and 71.45% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Donna Cucetta	Accountant	\$ 10,000	61.47% \$ 6,147.00	\$ 10,000.00	\$ 6,147.00	\$ 16,147.00
Anthony Wilcox	Coordinator	\$ 12,000	61.47% \$ 7,376.40	\$ 12,000.00	\$ 7,376.40	\$ 19,376.40
Debra Caltagirone	Omnibus Operator	\$ 5,000	61.47% \$ 3,073.50	\$ 5,000.00	\$ 3,073.50	\$ 8,073.50
Tracey cudd	Omnibus Operator	\$ 5,000	61.47% \$ 3,073.50	\$ 5,000.00	\$ 3,073.50	\$ 8,073.50
Dana Convery	Supervising Omnibus Operato	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50
Marge McGee	Omnibus Operator	\$ 4,000	61.47% \$ 2,458.80	\$ 4,000.00	\$ 2,458.80	\$ 6,458.80
Patricia Thompson	Clerk	\$ 14,000	61.47% \$ 8,605.80	\$ 14,000.00	\$ 8,605.80	\$ 22,605.80
Patricia Wheeler	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50
Elizabeth Bauer	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50
Chris Bradley	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50
Jim Dietz	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50
Jane Lyons	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50
Veronica Tortella	Omnibus Operator	\$ 15,000	61.47% \$ 9,220.50	\$ 15,000.00	\$ 9,220.50	\$ 24,220.50
		\$ 155,000	\$ 95,279	\$ 155,000	\$ 95,279	\$ 250,279

(c)

(a)

Other Expenses	Grant Funds	County Funds	Total OE
Outside Services	\$ 15,000.00		\$ 15,000.00
repairs	\$ 10,000.00		\$ 10,000.00
fuel	\$ 20,000.00	\$ -	\$ 20,000.00
	\$ 45,000.00	\$ -	\$ 45,000.00
			(b)
<b>Total Program Cost</b>	<b>Grant</b>	<b>County</b>	<b>Total</b>
	\$ 200,000.00	\$ 95,279	\$ 295,278.50
	(e)	(f)	(d)

**Grant Funding History** (Grant is new. It replaces New Freedom.)

	New	17-XXX	16-XXX	15-XXX	14-XXX
S&W, Fringe	\$ 155,000.00	\$ -	\$ -	\$ -	\$ -
OE	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -
	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -

2014 Federal Transit Administration (FTA) Section 5310  
TRANSPORTATION GRANT - BUDGET PAGE  
January 1, 2017 to December 31, 2017

101	<b>SALARIES</b> - Salary to pay for services rendered by the Division of Transportation Services.	\$155,000
299	<b>Outside Services</b> Outside vendor to transport clients when outside of DTS capabilities.	\$15,000
305	<b>Repairs and Maintenance</b> - Reimbursement to County Fleet Management for repair and maintenance performed on the vehicles.	\$10,000
470	<b>FUEL + OIL</b> - Reimbursement to County Fleet Management for fuel and oil used by DTS Program.	\$20,000
<b>TOTAL</b>		<b>\$200,000</b>

Form C-2  
Department Code 333-002  
Submission Date 8/9/2016  
Department - Human Services (DTS) Revision Date \_\_\_\_\_

**PUBLIC NOTICE**

Notice is hereby given that the County of Gloucester Division of Transportation Services (DTS) has made application to NJ TRANSIT for a 2014 Federal Transit Administration (FTA) 5310 partially funded grant project and has been initially approved. Notice of Inclusion has been made by NJ Transit to receive one Standard Cutaway minibus with 2 wheelchair securement locations; and one Minivan, with 1 wheelchair securement location. These leased vehicles will replace two DTS vehicles that have met their useful life and are ready for retirement. Notice of Inclusion also initially approved the 'Mobility Management Project' for an 80% funded camera project for the DTS vehicle fleet and a request for funding of \$400,000 (\$200,000 Federal \$200,000 Match) for 'Operating Federal Award'. This Operating Federal Award amount replaces the Section 5317 New Freedom grant and the continued decline of the Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP) grant. Final approval for receipt of this grant will be made by the Federal Transit Administration (FTA). This funding will assist in continuing to provide transportation services to senior citizens and/or people with disabilities in Gloucester County, State of New Jersey.

**Any interested party who has a significant social, economic or environmental interest is invited to provide comments within 30 days to:**

**Gloucester County Division of  
Transportation Services (DTS)  
115 Budd Blvd.  
West Deptford, NJ 08096-3338**

Cost: \$89.40  
7/15,17/2016 2t (4186012)

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Gloucester County Special Transportation

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### Application Summary

Status: SUBMITTED



[Click to see Guidelines](#)

### Agency

\*Legal Name  
Gloucester County Special Transportation

\*Federal Employer Identification (FEIN) #  
216000660

\*State Tax Exempt #  
216000660

\*Is your agency currently debarred from receiving state or federal funds? No

### General Information

\*Organizational Unit  
Dept. of Human Services, Division of Transportatio

\*Attachment. Organizational Chart.

[View Attachment](#)

\*Agency Address

115 Budd Blvd.  
West Deptford NJ 08096-3338  
GLOUCESTER County

Website Address  
gloucestercountynj.gov

\*Attachment. Current Marketing Material

Marketing Material

[View Attachment](#)

\*Program Contact

Mark Seigel,  
mseigel@co.gloucester.nj.us, 856-686-  
8362, Acting Coordinator for Div. of  
Transportation Svcs

\*Vehicle Contact

Mark Seigel,  
mseigel@co.gloucester.nj.us, 856-686-  
8362, Acting Coordinator for Div. of  
Transportation Svcs

\*Report Contact

Donna Cucetta,  
dcucetta@co.gloucester.nj.us, 856-686  
-8360,

\*MVC Corp code  
399234000080960

\*Agency's D-U-N-S #  
967221321

\*Attachment. SAM.GOV screenshot.

[View Attachment](#)

\*Type of Agency  
Public Body Designate Lead (County)

\*Attachment. Audit or Financial Statement/Annual Report

[View Attachment](#)

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**EEO Information**

\*Has your agency received any complaints alleging discrimination under EEO from employees within the past year? **NO**  
If yes, provide a statement of status/outcome of each such complaint

---

**Title VI**

\*Provide the estimated number of Socially Disadvantaged persons that your agency does and/or will serve annually

\*Blacks (Not Hispanic)  
130

\*Hispanics (person with origins of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture of origin)  
52

\*Asian or Pacific Islanders  
15

\*American Indians or Alaskan Natives  
5

\*Non-minorities (all persons not listed above)  
565

**Total: 767**

\*Is your agency a registered MBE (Minority Business Enterprise) or WBE (Women's Business Enterprise)? **NO**

\*Does your agency serve a Socially Disadvantaged community? **YES**

\*Does your agency serve low income populations? **YES**

\*Has your agency received assistance from the FTA in prior years? **YES**

\*Does your agency have a current approved Title VI program submitted to NJ TRANSIT? **NO**

\*If no, has any federal entity conducted a Title VI compliance review of your agency within the last three years? **NO**

---

### Coordinated Human Services Transportation Plan (CHSTP)

*As per MAP-21, recipients must certify that projects selected are included in a locally developed, coordinated public transit-human services transportation plan. The plan must undergo a development and approval process that includes seniors and people with disabilities, transportation providers, among others, and is coordinated to the maximum extent possible with transportation services assisted by other federal departments and agencies.*

\*Has your project/agency been named a local plan or does your project meet an identified need in the plan? **YES**  
If yes, please provide a description

Provide the page number/chapter/section or paragraph of where your agency/project or unmet need is identified in local plan  
34

\*Describe the unmet needs or gaps in service from your Coordinated Human Service Transportation Plan (CHSTP) that will be served with this award?

1) More consistent non-emergency medical for contiguous out-of-county transportation, especially specialists; 2) Schedule coordination between community shuttles and the county; 3) Evening and weekend transportation for seniors and disabled populations; 4) Continue transportation to Veterans not only to county VA facility but also to Philadelphia and Delaware VA's; 5) Employment transportation for people with disabilities; 6) Transportation to social or recreational opportunities to expand beyond weekdays after 5pm; 7) East-West Pureland Shuttle becomes available beginning in June of this year; 8) Lack of public transportation will be enhanced with East-West Pureland shuttle which will include 2nd and 3rd shifts at Pureland Industrial Park; 9) Improved technology, requesting Vehicle Camera Project within this 2014 Section 5310 grant application to go along with Gloucester County's new Ecolane routing and scheduling system that is scheduled for implementation in 2015; and 10) looking forward to a Transportation Center for Woodbury, the County Seat, which would include ticket agency, vending machines and transfer station for both buses and light rail.

\*Are any of your vehicles leased to and/or operated by the County Coordinated System? **YES**  
Attachment. (\*Required if YES) Coordinated System Vehicle Memorandum of Understanding (MOU) or Contract.

[View Attachment](#)

\*Does your agency have any formal transportation agreements with other organizations (in addition to the County Coordinated System)? **YES**

Attachment. (\*Required if YES) Formal Transportation Agreement.

Various Coordination

[View Attachment](#)

\*Does your agency purchase transportation services for clients? (i.e. third party service contracts, bus passes, etc) **YES**  
Non-emergency transportation is contracted with Collins Transportation LLC, Pennsauken, NJ for those trips that DTS is unable to provide, in an amount not to exceed \$37,500 annually. Gloucester County DTS also has an outside transportation contract with Holcomb Bus Service for two of our vocational transport routes through May 31, 2015.

### Transportation Services

\*Do you have an existing transportation program? **YES**

\*How many years has your agency been providing transportation?  
**30**

\*How many one-way passenger trips does your agency provide to the following categories annually?

\*Seniors  
**55**  
55%

\*Individuals with disabilities  
**45**  
45%

\*General Public  
**0**  
0%

**Total: 100**

### Trip Purposes

\*Medical  
**58**  
58%

\*Non Competitive Employment/Training  
**24**  
24%

\*Competitive Employment  
**13**  
13%

\*Social/Recreation  
**1**  
1%

\*Post Secondary Education  
**0**  
0%

\*Nutrition

0  
0%

\*Shopping  
4  
4%

\*Other  
0  
0%

**Total: 100**

\*How many hours per day does your transportation service operate?  
10

\*How many days per week does your transportation service operate?  
5

\*Is there an age requirement for your transportation?  
NO

If yes, at what age does a consumer become eligible for your transportation service?  
60

---

**Transportation Services**

\*Do your consumers utilize any of the below services? **YES**

- Fixed Route Bus Service (NJ TRANSIT or other)
- Heavy Rail (NJ TRANSIT or other)
- Access Link
- Light Rail (NJ TRANSIT or other)
- Municipal Dial-A-Ride
- County Transportation
- Taxi Service

If no, why not?

Neither NJ Transit Train or Light Rail service is available in Gloucester County. A light rail system is currently on the drawing board and if all goes according to plan, this would be in place by 2019.

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**Agency Annual Transportation Budget:**

**Total Annual Agency Transportation**

\*Driver Salary/Fringe  
\$1,694,607.00  
71%

\*Administrative Salary and Fringe  
\$213,910.00  
9%

\*Maintenance/Repairs  
\$41,465.00  
2%

\*Third Party Contracts  
\$140,931.00  
6%

\*Fuel  
\$132,986.00  
6%

\*Insurance

\$139,031.00  
6%

\*Other  
\$8,347.00  
0%

Total: \$2,371,277.00

**Vehicle Project**

Do you want to apply for vehicles? **YES**

**Vehicle Request**

Request Type	Vehicle Type	Replacement for (VIN) Funding Type: CR Make: FORD Model: OTHER Year: 2006 VIN: 2FMZA51666BA22849 In Service Date: 9/1/2007 Retirement Date: 12/31/2016 Odometer: 111839
Replace Non-5310 Vehicle	MV-1	
Replace Non-5310 Vehicle	MV-1	Funding Type: OT Make: DODGE Model: CARAVAN Year: 2007 VIN: 1D4GP24E97B203398 In Service Date: 5/1/2007 Retirement Date: 12/31/2016 Odometer: 83134
Replace 5310 Vehicle	Standard Cutaway Front lift 2 Accessible Locations with Fold away	VIN: 1GBJG316281187675

**Scope of Project**

**\*Description of Project**

*Describe in detail the transportation service you intend to provide with this vehicle grant award (s).  
Be sure to address:  
The planning process involved to determine the need for this vehicle request.  
The planning process involved to determine the transportation needs of your consumers.  
The type of consumers to be served (seniors and/or individuals with disabilities).  
Their transportation challenges (mobility issues, cognitive issues, etc.)  
How this award will help overcome those challenges.  
The days, times and service area for each vehicle request.*

Vehicles will be used for all types of transportation provided by the Gloucester County Division of Transportation (DTS) for residents traveling to scheduled appointments; i.e., medical, educational + vocational, work-related and shopping. The two older station wagons (DTS #28 and #2) will be well replaced by the MV-1 vehicle. The third vehicle being requested for retirement (DTS #43) has served our residents' needs and has the highest mileage within Gloucester County's fleet. This Chevrolet bus will be well replaced by the Standard Cutaway with 2 mobility devices option. All of these vehicles will be used to transport our clients to medical, work-related and shopping endeavors and will be in service Monday through Friday between the hours of 7:00am and 5:00pm.

**Service Area (counties and towns)**

County /	Town
CAMDEN	CHERRY HILL TWP

CAMDEN	STRATFORD
CAMDEN	RUNNEMEDE
CAMDEN	VOORHEES TWP
CUMBERLAND	VINELAND
GLOUCESTER	ALL TOWNS
SALEM	ELMER

\*How many one-way passenger trips does your agency provide to the following categories annually?

\*Seniors  
27132  
55%

\*Individuals with disabilities  
22259  
45%

\*General Public  
0%

**Total: 49391**

---

**Trip Purposes**

Medical  
28778  
58%

Non Competitive Employment/Training  
12124  
25%

Competitive Employment  
6456  
13%

Social/Recreation  
0  
0%

Post Secondary Education  
0  
0%

Nutrition  
0  
0%

Shopping  
2033  
4%

Other  
0  
0%

**Total: 49391**

---

**Mode of Transportation**

\*This vehicle award will be used in which mode of transportation service? (check all that apply)

- Demand Response (Advanced Reservation)
- Deviated Route
- Feeder service to bus and/or rail

\*How will you evaluate and measure success of this award over time? Describe your methods for ensuring maximum use of this award.  
 Records are maintained within offices at Gloucester County DTS regarding ridership. Waiting lists for both dialysis and work-related transportation requests are periodically reviewed to ensure service levels are maintained. DTS also evaluates budget expenses to maximize funding for operational purposes; administrative and capital purposes are non-existent due to a limited budget and thanks to the 5310 grant for capital purchases. The ability to acquire new vehicles under this grant allows DTS to focus on providing service to our residents at a significantly reduced cost. Feeder service has not been used in the past few years but would be available if the need arises.

\*Attachment. Job Description of person responsible for transportation program.

View Attachment

\*Is driver training provided? **YES**

If yes, list training courses  
**Emergency Vehicle Evacuation and Right to Know Information; Drug & Alcohol Training; Client Sensitivity training; Ergonomics Training and Risk Control; Advanced Mobility Securement Device Training.**

\*Do you require your drivers to have a Commercial Driver's License (CDL)? Be advised that the majority of the vehicles offered through this program may require CDLs. **YES**

**Agency Annual Transportation and Vehicle Project Budget**

Total Annual Agency Transportation	Projected Vehicle Budget
Driver Salary/Fringe \$1,694,607.00 71%	*Driver Salary/Fringe \$0.00 0%
Administrative Salary and Fringe \$213,910.00 9%	*Administrative Salary and Fringe \$0.00 0%
Maintenance/Repairs \$41,465.00 2%	*Maintenance/Repairs \$0.00 0%
Third Party Contracts \$140,931.00 6%	*Third Party Contracts \$0.00 0%
Fuel \$132,986.00 6%	*Fuel \$0.00 0%
Insurance \$139,031.00 6%	*Insurance \$0.00 0%
Other \$8,347.00 0%	*Other \$0.00 0%
<b>Total: \$2,371,277.00</b>	<b>Total: \$0.00</b>

**Vehicle Fleet and Maintenance**

\*Attachment. Vehicle Inventory

[View Attachment](#)

Total # of Vehicles in Fleet  
31

Total # of Accessible Vehicles in Fleet  
28

Provide names and locations of lots or garages where vehicles are kept

County Offices @ Budd Blvd.  
115 Budd Blvd.  
West Deptford NJ 08096-3338  
GLOUCESTER County  
Clayton Yard  
1200 Delsea Drive  
Clayton NJ 08312-1096  
GLOUCESTER County  
Mantua Yard  
45 Lenape Avenue  
Mantua NJ 08051-1456  
GLOUCESTER County

How are your vehicles stored?

- Garage kept
- Secured/fenced lot
- On-site in unsecured lot
- Off-site location in unsecured lot

Maintenance

\*Attachment. Vehicle pre-trip inspection form.

[View Attachment](#)

\*Attachment. Procedures for preventative maintenance.

[View Attachment](#)

**\*Maintenance Facilities Address**

*Names and locations of maintenance facilities where vehicles are fixed and maintained*

Rolling Repairs  
89 Willow Grove Road  
Pittsgrove NJ 08318-2039  
SALEM County  
Mantua Yard  
45 Lenape Avenue  
Mantua NJ 08051-1456  
GLOUCESTER County  
Clayton Yard  
1200 Delsea Drive  
Clayton NJ 08312-1096  
GLOUCESTER County

\*Attachment. Job description of individual responsible for maintenance.

[View Attachment](#)

\*Attachment. State Tax Forms.

[View Attachment](#)

\*Attachment. Federal Tax Forms.

[View Attachment](#)

---

**Mobility Management Project**

\*Do you want to apply for mobility management? **YES**

\*Name of Mobility Management Project  
**Vehicle Camera Project**

---

**Description of Project**

\*Describe in detail the transportation project you intend to provide with this grant award.

*Be sure to address:*

*The planning process involved to determine the need for this mobility management request.*

*How this project will support your existing transportation project.*

*The planning process involved to determine the transportation needs of your consumers.*

*The type of consumers to be served (seniors and/or individuals with disabilities).*

*Their transportation challenges (mobility issues, cognitive issues, etc.)*

*How this award will help overcome those challenges*

To enhance passenger safety and driver performance, DTS would like to install a safety and security video camera system on DTS vehicles. The cameras would provide DTS management with a much greater level of oversight with regard to client issues and interactions, improving on-going driver management and safe vehicle operation. The project objective would be to install a 4 camera system on each vehicle in what is a typical set-up configuration for a paratransit operator: Camera 1 faces forward to front windshield and "sees" the road. Camera 2 faces back from the front of the bus and "sees" the driver and passengers. Camera 3 is mounted over the driver and "sees" the main entrance to the vehicle/steps. Camera 4 "sees" the wheelchair lift and the securement area. The installation of the video system would support DTS's overriding goal of providing safe and reliable transportation for its' riders. The video camera system will help us meet our commitment to insure passenger safety, reinforce good driver behavior and help protect against unwarranted litigation. The project budget submitted for \$72,239 is based on preliminary pricing for a complete, fully functional, overall system for 30 vehicles. It would include a 4 camera system, a hard drive and all mounting hardware and wiring needed for each vehicle, as well as professional installation. Also included are a monitor, play back unit and the necessary software to review recordings. Actual pricing following a formal bid process may be more or less than the \$72,239 preliminary project pricing. (It should also be noted that if the full award is not able to be granted, a two camera system...as opposed to the recommended four camera system...while less effective, would have preliminary pricing of \$54,425.)

Service Area (counties and towns)

County /	Town
CAMDEN	CHERRY HILL TWP
CAMDEN	STRATFORD
CAMDEN	RUNNEMEDE
CAMDEN	VOORHEES TWP
CUMBERLAND	VINELAND
GLOUCESTER	ALL TOWNS
SALEM	ELMER

\*How many consumers will this mobility management award benefit annually?

\*Seniors  
27132  
55%

\*Individuals with disabilities  
22259  
45%

\*General Public  
0  
0%

Total: 49391

\*How will you evaluate and measure success of this award over time? Describe your methods for ensuring maximum use of this award.

One measure of the value of the system would be based upon the number of times that the system can be used as a tool to help evaluate actual passenger safety and driver performance issues. Success would also be measured in its' deterrent value with clients being more aware that their actions are documented.

Timeline and milestones

Complete table showing timeline and milestones.

Milestone	Anticipated Completion Date
Review specific project objectives.	10/01/2015
Confirm bid specifications to meet project requirements.	12/01/2015
Solicit bids by formal bid process conducted by the Purchasing Department.	01/01/2016
Award contract to selected vendor.	04/01/2016
Install cameras on DTS vehicle for immediate use.	09/01/2016

**Agency Annual Transportation and Mobility Management Project Budget**

<b>Total Annual Agency Transportation</b>	<b>Requested Project Budget</b>
Driver Salary/Fringe \$1,694,607.00 71%	*Salary/Fringe \$0.00 0%
Administrative Salary and Fringe \$213,910.00 9%	
Maintenance/Repairs \$41,465.00 2%	
Third Party Contracts \$140,931.00 6%	*Third Party Contracts \$72,239.00 100%
Fuel \$132,986.00 6%	*Equipment \$ \$0.00 0%
Insurance \$139,031.00 6%	*Other \$0.00 0%
Other \$8,347.00 0%	
<b>Total: \$2,371,277.00</b>	<b>Total: \$72,239.00</b> FTA Request (80%) \$57,791.20 Local Match (20%) \$14,447.80 Be advised that your agency will be responsible for the 20% local match
	** Please Identify the source of your Local Match Cash Match

**Operating Project**

\*Do you want to apply for operating? **YES**

**Description of Project**

\*Describe in detail the transportation service you intend to provide with this grant award.

*Be sure to address:*

*The planning process involved to determine the need for this operating request.*

*The planning process involved to determine the transportation needs of your consumers.*

*The type of consumers to be served (Seniors and/or individuals with disabilities).*

*Their transportation challenges (mobility issues, cognitive issues, etc.)*

*How this award will help overcome those challenges.*

*The days, times and service area for your transportation program.*

Given the repeal of the former FTA Section 5317 New Freedom program, in 2016 Gloucester County will lose some \$400,000 in funds through that program. That \$400,000 is made up of \$200,000 in FTA funds and \$200,000 in local match funds. These funds are currently being used to provide important transportation services here in the County, primarily to the disabled population for transportation to training opportunities, educational programs, as well as both competitive and non-competitive employment opportunities. In 2014 some 9,138 trips were provided with this funding to local citizens. We want to be sure we are able to continue this service and to do so without interruption. Therefore, given the merge of the eligible activities of the former New Freedom program into the Section 5310 program, Gloucester County Transportation would respectfully request \$200,000 in FTA funds to be matched with \$200,000 in local funds for a total of \$400,000 in order to continue to assist in providing these services at the current level. Without the receipt of other funding from another source like the Sec 5310 program at a level similar to the prior New Freedom funding, Gloucester County will suffer a significant budget hole that it cannot fill. This will result in a loss of service to riders, and a decline in the number of trips which were previously supported with the former New Freedom funds upon their expiration. In making this request, we would also note that not only do we anticipate the loss of New Freedom funds, our concern is exacerbated given the decline of SCDRTAP funding and its uncertain future. Approval of our request would also help compensate for the continuing decline of SCDRTAP funding. Since 2008, SCDRTAP \$ to Gloucester County have dropped from \$841,283 to \$470,465 in 2015. This amount is a \$370,718 decline. As this downward trend has occurred, local County leadership has stepped up to the plate with Freeholder funding increased significantly each year to well over \$1 million to help

compensate for the decline. This is a clear demonstration of local support for our paratransit services. This significant record of local financial support does not occur in many other communities. We appreciate your consideration of our request.

Service Area (counties and towns)

County /	Town
CAMDEN	CHERRY HILL TWP
CAMDEN	STRATFORD
CAMDEN	RUNNEMEDE
CAMDEN	VOORHEES TWP
CUMBERLAND	VINELAND
GLOUCESTER	ALL TOWNS
SALEM	ELMER

Mode of Transportation

\*Which mode of transportation service will you be providing with this award? (check all that apply)

- Demand Response (Advanced Reservation)
- Deviated Route
- Feeder service to bus and rail

\*How will you evaluate & measure success of this award over time? Describe your methods for ensuring maximum use of this award.

Gloucester County Division of Transportation Services (DTS) maintains records regarding overall ridership data, waiting lists for dialysis and waiting lists for work-related/educational-related transportation requests. This data is reviewed periodically to insure that service levels are maintained and waiting lists are kept to a minimum. DTS evaluates overall budget expenses to maximize funds for operational purposes rather than capital and administrative expenses. The UWR Plan Update will serve as a measurement tool in order to gauge the success in addressing the priority and unmet needs identified in the document. Evaluation also takes place through regular progress reports about the achievement of DTS's annual goals that are presented and discussed at each regular monthly meeting of the Local Citizens Transportation Advisory Committee (LCTAC).

Agency Annual Transportation and Operating Project Budget

Total Annual Agency Transportation	*Requested Project Budget
Driver Salary/Fringe \$1,694,607.00 71%	*Driver Salary/Fringe \$404,600.00 81%
Administrative Salary and Fringe \$213,910.00 9%	
Maintenance/Repairs \$41,465.00 2%	*Maintenance/Repairs \$17,300.00 3%
Third Party Contracts \$140,931.00 6%	*Third Party Contracts \$20,500.00 4%
Fuel \$132,986.00 6%	*Fuel \$17,600.00 4%
Insurance \$139,031.00 6%	*Insurance \$40,000.00 8%
Other \$8,347.00	

0%

Total: \$2,371,277.00

Total: \$500,000.00  
FTA Request (50%) \$250,000.00  
Local Match (50%) \$250,000.00  
Be advised that your agency  
will be responsible for the 50% local match  
\* Please Identify the source of your Local Match  
Indirect costs under Insurance should be 'Other'

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### Additional Documents

*Additional Documents – All agencies applying for Section 5310 funding must provide the following documents*

\*Attachment. Public Notice.

[View Attachment](#)

\*Attachment. NJ Standard Assurances Requirement.

[View Attachment](#)

### Comments

*Provide any additional comments that have not been addressed in this application.*

**Please note that for the Operating Project portion, under Agency Annual Transportation and Operating Budget \*Requested Project Budget - \$40,000 is listed under Insurance, since "Other" was not a choice. "Insurance" should be "0" and "Other" would be \$40,000, representing Indirect Expenses.**

Explanation Agenda Item – 2014 Application for Receipt of FTA 5310  
Vehicles, Vehicle Cameras + Additional funding

Authorizing Freeholder Director to execute an application by and between the County of Gloucester Division of Transportation (DTS) and NJ Transit (NJT) under the Federal Transit Administration (FTA) Section 5310 grant program. Gloucester County DTS received NJT's Notice of Inclusion in June 2016 for an electronically submitted 2014 Section 5310 grant application for **Vehicle Request** of two vehicles (one Standard Cutaway with 2 w/c positions and one Minivan with 1 w/c position), replacing 5310 vehicles that are due for retirement. In the Notice of Inclusion, requests were also initially approved under **Mobility Management Federal Award** for a four camera Vehicle Camera system for DTS' 30 vehicle fleet (\$57,791.00 80% FTA and \$14,447.75 20% Local Share) and an **Operating Federal Award Amount** that replaces the former New Freedom grant and for the continued reduction of the Senior Citizen and Disabled Resident Transportation Assistance Program (SCDRTAP) grant (\$200,000 FTA and \$200,000 Local Share). This Section 5310 award would help Gloucester County DTS to continue offering free transportation for the county's senior citizens and disabled residents who depend upon DTS' transportation services. Gloucester County agrees to pay for all operating expenses associated with the new buses and equipment to be used by DTS. Final approval of this grant will be made by FTA.

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G-3

**RESOLUTION APPROVING THE GLOUCESTER COUNTY YOUTH SERVICE COMMISSION PROPOSED BYLAWS MODIFIED TO INCORPORATE NEW JERSEY JUVENILE JUSTICE COMMISSION N.J.A.C. TITLE 13. LAW AND PUBLIC SAFETY CHAPTER 90**

**WHEREAS**, the Gloucester County Youth Services Commission serves at the pleasure of the Gloucester County Board of Chosen Freeholders and is their designee responsible for the identification, planning, implementation, monitoring, and evaluation of community-based sanctions and services for juveniles adjudicated or charged as delinquent and delinquency prevention programs in the Juvenile Justice System; and

**WHEREAS**, the Gloucester County Youth Services Commission serves in a recommendation and advisory capacity to the Gloucester County Board of Chosen Freeholders and the New Jersey Juvenile Justice Commission regarding the development and maintenance of a responsive, accessible system of care along of the continuum of care for youth at risk or involved with Family Court; and

**WHEREAS**, the By-Laws of the Gloucester County Youth Services Commission have been modified to incorporate legislation that renewed the New Jersey Juvenile Justice Commission to incorporate Juvenile Justice Commission N.J.A.C. Title 13. Law & Public Safety Chapter 90 as revised and readopted December 7, 2015 to expire November 10, 2022; and

**WHEREAS**, the Gloucester County Youth Services Commission developed and approved the By-Laws at a special Ad-Hoc and Planning meeting held on March 7, 2016 and the plenary body approved the By-Laws at a meeting on April 20, 2016; and

**WHEREAS**, the Gloucester County Youth Services Commission has submitted a copy of said By-Laws to the Gloucester County Board of Chosen Freeholders for review and formal adoption.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the By-Laws of the Gloucester County Youth Services Commission are hereby received, acknowledged, and approved.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, September 7, 2016 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**ARTICLE I: NAME**

The name of this organization shall be the Gloucester County Youth Services Commission, hereinafter, the YSC.

**ARTICLE II: PURPOSE**

The YSC serves at the pleasure of the Gloucester County Board of Chosen Freeholders and is their designee responsible for the identification, planning, implementation, monitoring, and evaluation of community-based sanctions and services for juveniles adjudicated or charged as delinquent and delinquency prevention program in the Juvenile Justice System.

**ARTICLE III: RESPONSIBILITIES**

- 1) Prepare and submit the comprehensive triennial plan, yearly updates with respect to the totality of services and programs comprising the county's juvenile justice service system;
- 2) Make recommendations to coordinate and integrate existing sanctions and services for juveniles adjudicated or charged as delinquent and delinquency prevention programs;
- 3) Assess and prioritize the needs of youth adjudicated or charged delinquent;
- 4) Assess existing delinquency prevention programs to determine whether such programs meet the needs of youth, are effective in meeting program goals and in ensuring financial accountability;
- 5) Determine, through the collection and maintenance of data, the nature and scope of juvenile delinquency and related problems in the county and identify the geographical regions within the county where such offenses and problems are most prevalent;
- 6) Propose a system of sanctions and services for youth adjudicated or charged as delinquent, that includes identifying geographical regions within the county where existing programs do not satisfy the needs of such youth, and developing proposals for closing gaps in the delivery of such sanctions and services;
- 7) Review, evaluate, and monitor through at least one site visit annually, existing sanctions and services under the jurisdiction, control, or proposed by the county youth services commission, for juveniles adjudicated or charged delinquent and existing delinquency prevention programs to determine effectiveness in meeting program goals and in ensuring financial accountability;
- 8) Recommend to the county governing body, the approval or disapproval of contracts with providers seeking to participate in the Partnership/Family Court Program;
- 9) Cooperate with other State, county and municipal agencies and other entities in the planning of ongoing efforts relating to the county's juvenile justice service system;
- 10) Inform the public of the scope of juvenile offenses, the needs of youth in the county and the availability of sanctions and services, and advocate for the needs of youth;
- 11) Serve as an advisory body of the county on issues relating to sanctions and services for juveniles adjudicated or charged as delinquent and delinquency prevention programs;
- 12) Coordinate the efforts of municipal and regional youth services commissions and ensure their participation in the county planning process;
- 13) Appoint liaisons to participate in planning and related activities with appropriate county bodies, such as the Human Services Advisory Council, the Mental Health Board, the local council on Alcohol and Drug Abuse, and the CIACC, as invited, to maximize efficient and effective use of Partnership funds;
- 14) Determine whether a need exists, and if so, sponsor the establishment of multidisciplinary teams (MDT's) to plan specific sanctions and services to individual youth:
  - i. As an alternative to detention for a juvenile charged as delinquent;
  - ii. As a recommendation for a disposition option for a judge of the Family Court upon an adjudication of delinquency; and
  - iii. As a component of aftercare following the commitment of a juvenile to the Juvenile Justice Commission by a judge of the Family Court;
- 15) Coordinate the planning of aftercare sanctions and services for juveniles returning to the community following commitment to or placement with the Juvenile Justice Commission by a judge of the Family Court;
- 16) Use the Commission's web-based Juvenile Automated Management System (JAMS) for purposes of periodic reporting to the Commission of programmatic, contract and contractor, fiscal, monitoring, and all other information

material to juveniles served by the Partnership/Family Court Program and any other programs administered by the Commission;

17) Prepare and submit written monitoring reports and evaluations: i. Monitoring the operations of programs receiving Partnership/Family Court Program funds and/or other funds administered by the Juvenile Justice Commission for compliance with program requirements; and ii. Evaluating the impact of those programs on targeted beneficiaries; and

18) Encourage the involvement of youth and families in the planning of services and sanctions and program development.

#### **ARTICLE IV: MEMBERSHIP**

1) The YSC shall consist of no less than 20 members appointed by and serving at the pleasure of the Gloucester County Board of Chosen Freeholders.

2) At a minimum, voting membership shall include the following or their appointed designees:

- Presiding Judge of the Family Part of the Superior Court who hears delinquency matters in the county
- The vicinage Family Division Manager or the Assistant Family Division Manager;
- The vicinage chief probation officer;
- The highest elected official of county government;
- The county prosecutor;
- The regional public defender;
- One official from the State agency responsible for issues of child abuse and neglect;
- The county mental health administrator;
- The County superintendent of schools;
- The superintendent of the county vocational school;
- The director of the county human services
- Director of the youth shelter located in the county;
- Director of the Juvenile Detention Unit;
- Director of the FCIU Law enforcement representative who works with youth;
- County alcoholism and drug abuse director;
- Workforce Investment Board representative
- Business community representative

3) Each mandated member in (2) above may be represented by a designee who is qualified by knowledge and/or experience to perform the duties of a member of the YSC. The names of designees shall be submitted to the YSC annually for consideration of the Board of Chosen Freeholders.

4) In addition, up to eleven members from the following groups who have demonstrated knowledge relevant to the county's population involved in, or at risk of involvement in, the juvenile justice system. Including but not limited to the education sector; mental health, family counseling, child advocacy, domestic violence, and/or victims' rights groups, parents or parent organizations, clergy; family law practitioners, as identified by the county bar association, the minority concerns vicinage advisory committee, civic organizations; representatives of major urban areas within the county, community youth; Municipal youth services commissions, and other interested persons who deal with children.

5) Ex-officio non-voting memberships shall include designated liaisons from the Juvenile Justice Commission and regional representatives from the Department of Human Services. Additional State departments may sit on a YSC in this ex-officio capacity including: Human Services, Labor and Workforce Development, Education, Health, Community Affairs, and Children and Families.

6) The membership of the YSC should reflect the racial, ethnic, and cultural demographic make-up of the County and the youth in the county served by the sanctions and services and the delinquency prevention programs planned, implemented, monitored, and evaluated by the commission.

#### **ARTICLE V: OFFICERS**

1) The YSC shall have Co-Chairpersons, each of whom shall be a member of the youth services commission selected by its members in accordance with the youth services commission's bylaws.

2) The YSC Administrator shall oversee the day-to-day business of the YSC, manage public grant programs, and have knowledge of the continuum of youth at risk of or involved in the juvenile justice system. The administrator shall maintain membership in, and shall regularly attend meetings of, the New Jersey Association of County Youth Services Commission Administrators. The County shall provide adequate support for all YSC activity and fulfillment of YSC responsibilities.

#### **ARTICLE VI: COMMITTEES**

1) The YSC shall have the following standing committees:

i. The Steering / Executive Committee shall guide the course of the YSC and shall have the power to act on behalf of the full YSC in the event that a plenary YSC meeting cannot be held. This committee shall consist of the YSC Co-Chairpersons, the chairpersons of the standing committees, and other approved non-conflicted volunteers.

ii. Planning -shall be concerned with data review and analyzation in the development of a comprehensive youth services plan, updates, and yearly application prepared in accordance with the provisions of N.J.A.C. 13:30-2.11;

iii. Allocations - shall continually monitor programs in terms of effectiveness and funding. To administer the competitive bid process, Allocations shall determine program specifications including funding for each program and review submitted service provider proposals from providers seeking to administer sanctions and services and/or delinquency prevention programs. To avoid possible conflict, Allocations Committee members shall not include service provider agencies. All recommendations shall be presented to the full YSC or Executive Committee for approval.

iv. Monitoring - shall evaluate sanctions and services for juvenile adjudicated or charged as delinquent, and delinquency prevention programs. The team shall at minimum perform the mandated monitoring tool for each contracted program.

v. The Multi-Disciplinary Team (JETs) - shall monthly review a Juvenile Detention Unit's daily report to make recommendations on a juvenile's case plan and dispositional status and act as conduit for implementation. JETs will assist the YSC planning unit to identify the service gaps, barriers, service needs, and the coordination issues for individual youths. At the digression and request of the Family Court Judge, "SuperJETs" may be utilized as an Ad Hoc resource for specific cases.

vi. Nominations shall be at the pleasure of the Board of Chosen Freeholders. Working with the highest level of County Administration, JJC mandates shall be maintained. Consideration shall include attendance, a nominations survey, resumes, and other relevant matters to submit a list of potential members to service on the Gloucester County YSC each year.

vii. Education, training, community awareness and racial disparity issues will be addressed through networking distribution and other existing county committees and councils such as CIACC and JDAI.

2) Ad Hoc committees shall be called to work on specific timely matters such as Bylaws Revision, Funding, and Appeals when such matters occur. In the event of an appeal, the YSC Administrator shall designate YSC members free from any actual or appearance of a conflict of interest to review and discuss the appeal. The YSC shall maintain a written appeals policy approved by the JJC.

3) Non-conflicted Individuals who are not members of the youth services commission may be invited to sit on the committees, provided that a voting majority of each committee shall at all times be made up of members of the YSC.

#### **ARTICLE VII: MEETINGS AND VOTING**

1) The YSC and its standing committees shall meet no less frequently than six times annually, provided that no more than nine weeks shall elapse between meetings and at such other times as deemed necessary by the Co-Chair.

2) Meetings shall be held at such times and in such locations as to encourage maximum public attendance.

3) Each youth services commission shall comply with the provisions of the Senator Byron M. Baer Open Public Meetings Act. A meeting calendar shall be set and made public yearly via advertisement in the local newspaper in the beginning of the calendar year and posted with the Clerk of the Board of Chosen Freeholders' office.

4) No meeting shall be held unless presided over either by the chairperson or by a co-chairperson of the youth services commission.

5) At all YSC meetings, 33 percent plus one of voting members shall constitute a quorum for the conducting of business.

6) All official actions of the YSC shall be in the form of motions, duly recorded and carried out by a majority of those YSC members present and eligible to vote on a particular issue.

7) Proxy and absentee voting shall not be permitted unless proxy has been officially designated as representing a member.

#### **ARTICLE VIII: CONFLICT OF INTEREST**

County counsel has certified that this conflict of interest policy is in compliance with applicable law and shall be distributed to YSC members on an annual basis.

1) A commission member shall not participate in voting on an item to be recommended to the Board of Chosen Freeholders for the County of Gloucester if:

- i. To vote on an issue or item that would appear to an average member of the public to be improper or inappropriate;
- ii. This vote would adversely affect the business entity which competes with the employers of the commission member;
- iii. The vote would directly or indirectly benefit an employer of the commission member, or business entity in which the commission member has an interest.

2) A commission member shall not participate in discussion of, provide advice to, or provide information to commission members if:

- i. To vote on an issue or item that would appear to an average member of the public to be improper or inappropriate;
- ii. This vote would adversely affect the business entity which competes with the employer of the commission member;
- iii. The vote would directly or indirectly benefit an employer of the commission member, or business entity in which the commission member has an interest.

3) Items to consider when determining what shall constitute the appearance of improper or inappropriate votes:

- i. Employment of individual who will cast vote;
- ii. Employment of any of the following individuals:
  - 1) All individuals who reside in the household of the commission member;
  - 2) Sons and daughters, (whether adopted or biological children of the commission member);
  - 3) Parents or grandparents of the commission member;
  - 4) Grandchildren, nieces, nephews, aunts and uncles;
  - 5) Any individual who is related to the commission member as a result of the marriage between the individuals listed in paragraphs one through five.

#### **ARTICLE IX: VOTING PROCEDURE**

1) Right of Abstention: although it is the duty of every member who has an opinion on a question to express it by his or her vote, she/he can abstain, since he/she cannot be compelled to vote.

2) Conflict of Interest: No member should vote on a question in which he or she has a direct personal or pecuniary interest not common to other members of the organization. For example, if a motion proposes that the organization enter into a contract with a commercial firm of which a member of the organization is an officer and from which contract he/she would derive personal pecuniary profit, the member should abstain from voting on the motion.

3) Abstentions shall be considered as a vote for the majority decision.

#### **ARTICLE X: AMENDMENTS**

These bylaws may be amended or repealed at any meeting of the YSC. Amendments must be approved by a two-thirds majority of the membership.

Adoption & Approved

3 / 7 / 2016 Ad Hoc Bylaws Review Committee read & approved

3/7/2016 YSC Steering read & approved

For consideration by plenary YSC 4 / 20 / 2016

\_\_\_ / \_\_\_ / \_\_\_ County Counsel

\_\_\_ / \_\_\_ / \_\_\_ Board of Chosen Freeholders

\_\_\_ / \_\_\_ / \_\_\_ Juvenile Justice Commission